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 26, 2018

AXOGEN, INC.

(Exact name of registrant as specified in its charter)

Minnesota	**001-36046**	**41-1301878**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

13631 Progress Boulevard, Suite 400, Alachua, Florida	**32615**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code

(386) 462-6800

(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))

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 26, 2018 AxoGen Corporation ("AC"), a wholly owned subsidiary of AxoGen, Inc. (the "Company") entered into a Lease (the "Ashley Avenue Lease") with Ashley Avenue Associates I, LLC., a Delaware limited liability company ("Ashley"), for the lease by AC of approximately 15,000 square feet of office space on the second floor of the building located at 1000 N. Ashley Drive, Tampa, Florida 33602 (the "Ashley Avenue Premises"). Pursuant to the Ashley Avenue Lease, AC will use the Ashley Avenue Premises for general office purposes.

The initial term of the Ashley Avenue Lease will commence on December 1, 2018 and expire on November 30, 2020. AC has an option to terminate the lease after eighteen (18) months (i.e., as of May 31, 2020) by providing Ashley with four (4) months advance written notice. AC's rental cost for the Ashley Avenue Premises will be $380,322 for the first twelve (12) month period, or $31,735 per month and $392,246 for the second twelve (12) month period, or $32,687 per month. AC will also be obligated to pay for its pro rata share of the building's property taxes, utilities, administrative costs, common area maintenance and management fees, excluding any capital improvements or any damage due to fire, hurricane or other casualty. In addition, upon execution of the Ashley Avenue Lease, AC shall pay to Ashley the sum of $67,786 as a security deposit.

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

Item 2.02 Results of Operations and Financial Condition.

On October 29, 2018, the Company issued a press release announcing its financial results for the quarter and nine months ended September 30, 2018. A copy of the press release is furnished as Exhibit 99.1 to this Current Report.

The information furnished pursuant to Item 2.02 of this Current Report, including Exhibit 99.1 hereto, shall not be considered "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of such section, nor shall it be incorporated by reference into future filings by the Company under the Securities Act of 1933, as amended, or under the Exchange Act, unless the Company expressly sets forth in such future filing that such information is to be considered "filed" or incorporated by reference therein.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off Balance Sheet Arrangement of a Registrant.

The information included in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 of this Current Report on Form 8-K by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Isabelle Billet

On October 29, 2018, the Company announced that Isabelle Billet, age 57, became the Company's Chief Strategy and Business Development Officer, effective as of such date.

In connection with her employment and appointment as the Company's Chief Strategy and Business Development Officer, Ms. Billet entered into an Executive Employment Agreement with AC, dated as of October 29, 2018 (the "Billet Employment Agreement"). Under the Billet Employment Agreement, Ms. Billet's employment is at-will. In the event Ms. Billet is terminated without "Substantial Cause" (as defined below) either prior to a "Change in Control" (as defined below") or within 180 days following a Change in Control, she is entitled to a severance payment consisting of: (A) twelve months of base salary; and (B) an amount equal to any bonuses paid to Ms. Billet during the twelve-month period prior to termination of employment. Ms. Billet is also entitled to such severance if she leaves AxoGen for "Good Reason" (as defined below) within 90 days following a Change in Control. Upon a Change in Control, any stock options and performance stock units ("PSU") held by Ms. Billet shall automatically accelerate and become fully exercisable. If within

twelve months following the Change in Control she is terminated without cause or leaves for Good Reason, and so long as the Company or AC are subject to federal COBRA and Ms. Billet timely elects continuation coverage under COBRA, the Company or AC shall pay the premiums for twelve months or until Ms. Billet obtains new employment with comparable health care coverage, whichever is shorter.

For purposes of the Billet Employment Agreement, “Change in Control” means the occurrence of any of the following events: (i) any person who holds less than 20% of the combined voting power of the securities of AC or the Company, becomes the beneficial owner, directly or indirectly, of securities of AC or the Company, representing 50% or more of the combined voting power of the securities of AC or the Company then outstanding; (ii) during any period of 24 consecutive months, individuals who at the beginning of such period constitute all members of the Company's Board of Directors cease, for any reason, to constitute at least a majority of the Company's Board of Directors, unless the election of each director who was not a director at the beginning of the period was either nominated for election by, or was approved by a vote of, at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) AC or the Company consolidates or merges with another company and AC or the Company is not the continuing or surviving corporation, provided, however, that any consolidation or merger whereby the Company continues as the majority holder of AC securities or a merger or consolidation of AC and the Company will not constitute a Change in Control; (iv) shares of AC's or the Company's common stock are converted into cash, securities, or other property (other than by a merger set forth in (iii) above) in which the holders of AC's or the Company's common stock immediately prior to the merger have the same proportionate ownership of common shares of the surviving corporation as immediately after the merger; (v) AC or the Company sells, leases, exchanges, or otherwise transfers all or substantially all of its assets (in one transaction or in a series of related transactions) provided, however, that any such transaction related to AC where the Company continues as the majority holder of AC common stock or the Company is the sole other party to the transaction will not constitute a Change in Control; or (vi) the holders of shares of AC's or the Company's common stock approve a plan or proposal for the liquidation or dissolution of AC or the Company.

For purposes of the Billet Employment Agreement, “Substantial Cause” means: (A) the commission by Ms. Billet of any act of fraud, theft, or embezzlement; (B) any material breach by Ms. Billet of the Billet Employment Agreement, provided that AC shall have first delivered to Ms. Billet written notice of the alleged breach, specifying the exact nature of the breach in detail, and provided, further, that Ms. Billet shall have failed to cure or substantially mitigate such breach within ten days after receiving such written notice; (C) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (D) material failure to adhere to AC's or the Company corporate codes, policies or procedures which have been adopted in good faith for a valid business purpose as in effect from time to time; or (E) failure to meet reasonable performance standards as determined by AC or the Company.

For purposes of the Billet Employment Agreement “Good Reason” means Ms. Billet's resignation from employment upon or within 90 days following a Change in Control if AC or the Company is not the surviving entity, provided that Substantial Cause for termination of Ms. Billet's employment does not exist at the time of such resignation if the resignation is the result of the occurrence of any one or more of the following: (a) the assignment of any duties inconsistent in any respect with Ms. Billet's position (including status, offices, titles, and reporting requirements), authorities, duties, or other responsibilities as in effect immediately prior to a Change in Control or any other action by AC or the Company which results in a diminishment in such position, authority, duties, or responsibilities, other than an insubstantial and inadvertent action which is remedied by AC or the Company; (b) a reduction by AC in Ms. Billet 's base salary; or (c) the failure by AC to (A) continue in effect any material compensation or benefit plan, program, policy or practice in which Ms. Billet was participating at the time of the Change in Control of AC or the Company or (B) provide Ms. Billet with compensation and benefits at least equal (in terms of benefit levels and/or reward opportunities) to those provided for under each employee benefit plan, program, policy and practice as in effect immediately prior to the Change in Control (or as in effect following the Change in Control of AC or the Company), if greater.

Ms. Billet will receive a base salary of $300,000 (to be reviewed on an annual basis), be eligible to participate in AxoGen's current bonus program at a 45% target to base salary and receive benefits afforded to other executive officers. She will be granted incentive stock options for 40,000 shares of the Company's common stock, such options having a ten-year term, at an exercise price equal to the fair market value of the Company’s common stock based on the closing price of the Company common stock on the option grant date and pursuant to the terms of the Company’s form of incentive

stock option agreement, which has been amended and restated as of October 29, 2018 and filed herewith as Exhibit 10.3. Such options will vest as to 50% of the shares after two years and 12.5% every six months thereafter until fully vested. Finally, Ms. Billet will be provided PSUs for the grant of 5,500 shares of Company common stock pursuant to the Company's current Form of PSU agreement. Pursuant to Ms. Billet's PSU agreement, by February 15, 2020 the Compensation Committee will review the Company's gross revenue for the fiscal year ending December 31, 2019. Upon such review, and based upon revenue performance criteria in the PSU Agreement, a determination of the number of shares that may be issued pursuant to the PSU Agreement will be made, which amount could range between zero to 150% of the PSUs granted. Once the number of shares has been determined, 33.33% will vest on each of February 15, 2020 and 2021 and 33.34% will vest on February 15, 2022, provided that Ms. Billet has been continuously employed through each vesting date as to the particular number of shares vesting. In the event of a "Change in Control" (as defined in Ms. Billet's PSU agreement), all or a portion of the PSUs shall accelerate.

From July 2013 until joining the Company as Chief Strategy and Business Development Officer, Ms. Billet worked for IBHC Advisors LLC, a consulting firm she founded which assisted medical device companies in their organic and inorganic growth strategies and supported Private Equity firms on their investment strategy and due diligence. From 2010 to 2013, Ms. Billet worked at Cardinal Health, Inc where she served as Senior Vice President of Marketing and Innovation for the Medical segment focusing on their private brand portfolio development. From 2005 to 2010, she was Vice President Marketing and New Business Development for C.R. Bard Medical division. She worked for Johnson and Johnson from 1992 to 2005, splitting her tenure between Advanced Sterilization Products and Ethicon, Inc in positions of increasing responsibilities in marketing and new business development in France, Europe and US. Ms. Billet spent the first 7 years of her career as the head pharmacist and material manager for a private hospital in France.

Ms. Billet is a member of the Clinical Innovations Board of Directors, a medical device company exclusively focused in Labor and Delivery and Neonates Intensive Care. She has an MBA from EM Lyon Business School, France and Cranfield School of Management, UK and a Doctorate in Pharmacy from Montpellier University in France.

Ms. Billet since 2016 has provided consulting services to the Company through her consulting firm IBHC Advisors LLC. She was paid $171,094 in 2017 and $220,645 in 2018 through the date of this filing for her services.

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

Greg Freitag

In conjunction with Ms. Billet becoming Chief Strategy and Business Development Officer, Greg Freitag's Executive Employment Agreement was amended pursuant to Amendment No. 4 to that certain Executive Employment Agreement, dated as of October 1, 2011, by and between Greg Freitag and AC, as previously amended (the "Freitag Amendment"). The Freitag Amendment provides that Mr. Freitag will no longer serve as Senior Vice President of Business Development, but continues to serve as the Company's General Counsel.

The foregoing summary of the material terms of the Freitag Amendment is qualified in its entirety by reference to the full text of the Freitag Amendment, which is attached hereto as Exhibit 10.5 and incorporated herein by reference.

Maria Martinez

On October 29, 2018, the Company announced that Maria Martinez, age 50, will become the Company's Chief Human Resources Officer, effective as of such date.

In connection with her employment and appointment as the Company's Chief Human Resources Officer, Ms. Martinez entered into an Executive Employment Agreement with AC, dated as of October 29, 2018 (the "Martinez Employment Agreement"). Under the Martinez Employment Agreement, Ms. Martinez's employment is at-will. In the event Ms. Martinez is terminated without "Substantial Cause" (as defined below) either prior to a "Change in Control" (as defined below") or within 180 days following a Change in Control, she is entitled to a severance payment consisting of:

(A) twelve months of base salary; and (B) an amount equal to any bonuses paid to Ms. Martinez during the twelve-month period prior to termination of employment. Ms. Martinez is also entitled to such severance if she leaves AxoGen for “Good Reason" (as defined below) within 90 days following a Change in Control. Upon a Change in Control, any stock options and PSUs held by Ms. Martinez shall automatically accelerate and become fully exercisable. If within twelve months following the Change in Control she is terminated without cause or leaves for Good Reason, and so long as the Company or AC are subject to federal COBRA and Ms. Martinez timely elects continuation coverage under COBRA, the Company or AC shall pay the premiums for twelve months or until Ms. Martinez obtains new employment with comparable health care coverage, whichever is shorter.

For purposes of the Martinez Employment Agreement, “Change in Control” means the occurrence of any of the following events: (i) any person who holds less than 20% of the combined voting power of the securities of AC or the Company, becomes the beneficial owner, directly or indirectly, of securities of AC or the Company, representing 50% or more of the combined voting power of the securities of AC or the Company then outstanding; (ii) during any period of 24 consecutive months, individuals who at the beginning of such period constitute all members of the Company's Board of Directors cease, for any reason, to constitute at least a majority of the Company's Board of Directors, unless the election of each director who was not a director at the beginning of the period was either nominated for election by, or was approved by a vote of, at least two-thirds of the directors then still in office who were directors at the beginning of the period; (iii) AC or the Company consolidates or merges with another company and AC or the Company is not the continuing or surviving corporation, provided, however, that any consolidation or merger whereby the Company continues as the majority holder of AC securities or a merger or consolidation of AC and the Company will not constitute a Change in Control; (iv) shares of AC's or the Company's common stock are converted into cash, securities, or other property (other than by a merger set forth in (iii) above) in which the holders of AC's or the Company's common stock immediately prior to the merger have the same proportionate ownership of common shares of the surviving corporation as immediately after the merger; (v) AC or the Company sells, leases, exchanges, or otherwise transfers all or substantially all of its assets (in one transaction or in a series of related transactions) provided, however, that any such transaction related to AC where the Company continues as the majority holder of AC common stock or the Company is the sole other party to the transaction will not constitute a Change in Control; or (vi) the holders of shares of AC's or the Company's common stock approve a plan or proposal for the liquidation or dissolution of AC or the Company.

For purposes of the Martinez Employment Agreement, “Substantial Cause” means: (A) the commission by Ms. Martinez of any act of fraud, theft, or embezzlement; (B) any material breach by Ms. Martinez of the Martinez Employment Agreement, provided that AC shall have first delivered to Ms. Martinez written notice of the alleged breach, specifying the exact nature of the breach in detail, and provided, further, that Ms. Martinez shall have failed to cure or substantially mitigate such breach within ten days after receiving such written notice; (C) commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor; (D) material failure to adhere to AC's or the Company corporate codes, policies or procedures which have been adopted in good faith for a valid business purpose as in effect from time to time; or (E) failure to meet reasonable performance standards as determined by AC or the Company.

For purposes of the Martinez Employment Agreement “Good Reason” means Ms. Martinez's resignation from employment upon or within 90 days following a Change in Control if AC or the Company is not the surviving entity, provided that Substantial Cause for termination of Ms. Martinez's employment does not exist at the time of such resignation if the resignation is the result of the occurrence of any one or more of the following: (a) the assignment of any duties inconsistent in any respect with Ms. Martinez's position (including status, offices, titles, and reporting requirements), authorities, duties, or other responsibilities as in effect immediately prior to a Change in Control or any other action by AC or the Company which results in a diminishment in such position, authority, duties, or responsibilities, other than an insubstantial and inadvertent action which is remedied by AC or the Company; (b) a reduction by AC in Ms. Martinez 's base salary; (c) the failure by AC to (A) continue in effect any material compensation or benefit plan, program, policy or practice in which Ms. Martinez was participating at the time of the Change in Control of AC or the Company or (B) provide Ms. Martinez with compensation and benefits at least equal (in terms of benefit levels and/or reward opportunities) to those provided for under each employee benefit plan, program, policy and practice as in effect immediately prior to the Change in Control (or as in effect following the Change in Control of AC or the Company), if greater; or (D) Ms. Marinez is required to perform a substantial portion of her duties at a facility which is more than 50 miles from the facility for which she performed a substantial portion of her duties immediately prior to the Change in Control .

Ms. Martinez will receive a base salary of $325,000 (to be reviewed on an annual basis), be eligible to participate in AxoGen's current bonus program at a 45% target to base salary and receive benefits afforded to other executive officers. She will be granted incentive stock options for 40,000 shares of the Company's common stock, such options having a ten-year term, at an exercise price equal to the fair market value of the Company's common stock based on the closing price of the Company common stock on the option grant date and pursuant to the terms of the Company's form of incentive stock option agreement. Such options will vest as to 50% of the shares after two years and 12.5% every six months thereafter until fully vested. Finally, Ms. Martinez will be provided PSUs for the grant of 5,500 shares of Company common stock pursuant to the Company's current Form of PSU agreement. Pursuant to the PSU agreement, by February 15, 2020 the Compensation Committee will review the Company's gross revenue for the fiscal year ending December 31, 2019. Upon such review and based upon revenue performance criteria in the PSU agreement, a determination of the number of shares that may be issued pursuant to the PSU agreement will be made, which amount could range between zero to 150% of the PSUs granted. Once the number of Shares has been determined, 33.33% will vest on each of February 15, 2020 and 2021 and 33.34% will vest on February 15, 2022, provided that Ms. Martinez has been continuously employed through each vesting date as to the particular number of shares vesting. In the event of a "Change in Control" (as defined in each PSU agreement), all or a portion of the PSUs shall accelerate.

From January 2018 until joining AxoGen as Chief Human Resources Officer, Ms. Martinez provided consulting services related to human resources through her consulting firm MDM Consulting Services, LLC. Prior to founding MDM from June 2014 she was Chief Human Resources Officer at HSNi, a $3.5B interactive multichannel retailer overseeing nearly seven thousand employees in nine locations. Ms. Martinez joined HSNi in July 2010 and was there SVP Talent Management until she assumed the role of Chief Human Resources Officer. Prior to joining HSNi, Ms. Martinez was Vice President of Human Resources with Laser Spine Institute, LLC., a minimally invasive spine surgery company, having started with them in 2008. From 2007 to 2008, she worked at Bausch + Lomb, Inc. where she served as Director, Human Resources US Pharmaceuticals and from 2005 to 2007, Ms. Martinez was Sr. Director, Human Resources Corporate with Darden Restaurants, Inc. Prior to 2005 Ms. Martinez held positions related to the field of human resources.

Ms. Martinez has a Master of Science, Industrial/Organizational Psychology from the Florida Institute of Technology, Melbourne, FL and a Bachelor of Science, Psychology; Bachelor of Arts, French, Minor Italian, from the University of South Florida, Tampa, FL.

Ms. Martinez does not have any family relationship with any director or executive officer, or a person nominated to be a director or executive officer of the Company or AC. Ms. Martinez has not engaged in any transactions with the Company or AC that are required to be disclosed under Item 404(a) of Regulation S-K, nor have any such transactions been proposed.

The foregoing summary of the material terms of the Martinez Employment Agreement is qualified in its entirety by reference to the full text of the Martinez Employment Agreement, which is attached hereto as Exhibit 10.6 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Agreement of Lease dated October 26, 2018, by and between Ashley Avenue Associates I, LLC and AxoGen Corporation.
**10.2	Executive Employment Agreement, dated as of October 29, 2018, by and between AxoGen Corporation and Isabelle Billet.
**10.3	Form of Incentive Stock Option Agreement pursuant to the AxoGen, Inc. 2010 Stock Incentive Plan, as amended and restated as of October 29, 2018.
**10.4	Form of Restricted Stock Unit Award Agreement pursuant to the AxoGen, Inc. 2010 Stock Incentive Plan, as amended and restated as of October 29, 2018.
**10.5	Amendment No. 4 to Employment Agreement, dated as of October 29, 2018, by and between Greg Freitag and AxoGen, Inc.
**10.6	Executive Employment Agreement, dated as of October 29, 2018, by and between AxoGen Corporation and Maria Martinez.
99.1	AxoGen, Inc. press release dated October 29, 2018.

** Management contract or compensatory plan or arrangement.

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.

AXOGEN, INC.

Date: October 29, 2018

By: /s/ Gregory G. Freitag
Gregory G. Freitag
General Counsel

EXHIBIT 10.1

AGREEMENT OF LEASE

between

ASHLEY AVENUE ASSOCIATES I, LLC

and

AXOGEN CORPORATION

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THIS AGREEMENT OF LEASE (this "Lease") is made and entered into as of this 26 day of October, 2018, by and between **ASHLEY AVENUE ASSOCIATES I, LLC** , a Delaware limited liability company, having its principal office at c/o Denholtz Management Corp., 14 Cliffwood Avenue, Suite 200, Matawan, New Jersey 07747 ("Landlord") and **AXOGEN CORPORATION**, a Delaware corporation, having an address at 13631 Progress Boulevard, Suite 400, Alachua, FL 32615 ("Tenant").

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein set forth, Landlord and Tenant hereby covenant and agree as follows:

The following Basic Provisions and Definitions are incorporated into and made a part of this Lease:

BASIC PROVISIONS

(1)	Complex:	1000 N. Ashley Drive, Tampa, Florida
(2)	Building:	1000 N. Ashley Drive, Tampa, FL 33602
(3)	Premises:	Suite 200, consisting of approximately 14,647 Square Feet
(4)	Permitted Use:	Office
(5)	Estimated Commencement Date:	December 1, 2018
(6)	Expiration Date:	The last day of the twenty-fourth (24th) Lease Month
(7)	Term:	The twenty-four (24) month period beginning on the Commencement Date and ending on the Expiration Date, unless sooner terminated or extended as provided elsewhere in this Lease
(8)	Security:	$67,786.32, adjustable based on Landlord review of Tenant financials
(9)	Base Rent:	Period: Lease Months 1 through 12 — Annual Base Rent: $380,822.00 — Monthly Base Rent: $31,735.17 Lease Months 13 through 24 — Annual Base Rent: $392,246.66 — Monthly Base Rent: $32,687.22
(10)	Base Year:	Calendar year 2019
(11)	Tenant's Percentage:	Initially 8.12%, subject to adjustment per terms of the Lease
(12)	Sales Tax:	Tenant shall remain liable for the payment of sales tax applicable to the laws of the State of Florida
(13)	Tenant's Address:	AxoGen Corporation 1000 N. Ashley Drive Suite No. 200 Tampa, FL 33602
(14)	Landlord's Address:	For notices and correspondence: c/o Denholtz Management Corp. 14 Cliffwood Avenue Suite 200 Matawan, NJ 07747

For payment of Rent: CHECKS PAYABLE TO **Ashley Avenue Associates I, LLC**
REFERENCE NO.: 2000018344691

VIA U.S. MAIL:
Ashley Avenue Associates I, LLC
P.O. Box 863975
Orlando, FL 32886-3975

VIA SPECIAL OR OVERNIGHT COURIER:
Ashley Avenue Associates I, LLC – 863975
Wholesale Lockbox
11050 Lake Underhill Road
Orlando, FL 32825

WIRING INSTRUCTIONS:
Name: Ashley Avenue Associates I, LLC
Acct #: 2000018344691
ABA Routing #: 031201467
Bank Name: Wells Fargo Bank
Charlotte, NC
Reference Tenant name and account number

(15) Broker: Cushman & Wakefield and Newmark Knight Frank

(16) Exhibits: The following exhibits annexed hereto are hereby incorporated herein and made a part hereof:

Exhibit A -Site Plan
Exhibit B -Floor Plan
Exhibit C -Rules & Regulations
Exhibit D -Landlord's Work
Exhibit E -Termination Option
Exhibit F -Tenant Contact Form

DEFINITIONS

(1) "Additional Rent" means any and all sums due or becoming due pursuant to the terms of this Lease for any reason with the exception of Base Rent, including, without limitation, attorneys fees and court costs.

(2) "Alteration(s)" means any and all installations, changes, additions or improvements to the Premises made by or at the request of Tenant, other than the Landlord's Work.

(3) "Base Operating Expenses" means the Operating Expenses incurred by Landlord in the Base Year.

(4) "Base Taxes" means the Taxes incurred by Landlord in the Base Year.

(5) "Building" means the building designated in the Basic Provisions section of this Lease.

(6) "Commencement Date" means the earlier to occur of (i) the day on which possession of the Premises is delivered to Tenant ready for occupancy, or (ii) the day Tenant or anyone claiming under or through Tenant first occupies the Premises.

(7) "Common Areas" means those portions of the Complex and services which are generally available to any and all of the owners, tenants or users of the Complex and the business invitees of such owners, tenants or users.

(8) "Complex" means the Building, the Common Areas and any other improvements on that certain developed parcel of real property designated as "Complex" in the Basic Provisions section of this Lease and as shown on Exhibit A.

(9) "Fee Mortgagee" means any person or entity which has a mortgage against the Complex or Building.

(10) "Governmental Authorities" means all federal, state, county and municipal governments and appropriate departments, commissions, boards, subdivisions, and officers thereof.

(11) "Hazardous Materials" means any substances, materials, wastes, pollutants and the like which are defined as hazardous or toxic in, and/or regulated by (or become defined in and/or regulated by), any Legal Requirements.

(12) "HVAC System" means the heating, air conditioning and ventilation systems, and all component parts of such systems, installed by Landlord for the purpose of supplying ventilation, heat and/or cooling to the Premises, excluding any supplemental units servicing the Premises in whole or part.

(13) "Interest Rate" means the Prime Rate (hereinafter defined) plus five percent (5%).

(14) "Landlord's Work" – See Exhibit D

(15) "Lease" means this lease as same may be amended, modified, extended or renewed.

(16) "Lease Month" means each calendar month commencing (i) on the Commencement Date if the Commencement Date falls on the first day of a calendar month, or (ii) if the Commencement Date is not the first day of a calendar month, on the first day of the month following the Commencement Date with the first Lease Month to include the initial partial calendar month in which the Commencement Date falls.

(17) "Legal Requirements" means any and all applicable laws and ordinances and the orders, rules, regulations and requirements of all Governmental Authorities which may be applicable to the Lease or Hazardous Materials.

(18) "Operating Expense(s)" means any and all amounts incurred by Landlord in any calendar year in connection with Landlord's responsibilities under this Lease and/or to operate, manage, maintain and repair the Complex, including, without limitation, (i) wages, salaries and worker's compensation (including employee benefits and unemployment and social security taxes and insurance) of staff performing services in connection with the Complex, and (ii) management fees (not to exceed five percent (5%) of all Rent collected by Landlord from all tenants in the Complex).

(19) "Personalty" means any and all personal property of any type (including, without limitation, inventory, fixtures, equipment, machinery and vehicles) belonging to Tenant and located in or about the Building, the Premises and/or the Complex.

(20) "Premises" means the portion of the Building designated in the Basic Provisions section of this Lease, as shown on Exhibit B.

(21) "Prime Rate" means the prime interest rate for short term (90 day) unsecured loans as published from time to time by the Wall Street Journal.

(22) "Repair(s)" means any and all maintenance, repairs, replacements, alterations and additions required to maintain the Premises and/or the Complex to the standard to which similar properties are maintained in the community in which the Complex is located.

(23) "Rent" means any and all Base Rent and/or Additional Rent.

(24) "Rules and Regulations" - means the Rules and Regulations set out in Exhibit C, subject to the provisions of Section 25.1.

(25) "Security" means the amount specified in the Basic Provisions, subject to the provisions of Article 4.

(26) "Square Feet" refers to the total number of square feet of floor area of all floors in the Building, including any mezzanine or basement space, as measured from the exterior faces of the exterior walls and/or the center line of any common walls. The Square Feet of the Premises shall conclusively be the number of Square Feet indicated in the Basic Provisions, which number includes a factor which takes into account the Common Areas.

(27) "Taking" means a legal transfer of ownership and/or possession, whether temporary or permanent, for any public or quasi-public use by any lawful power or authority by exercise of the right of condemnation or eminent domain or by agreement between Landlord and those having the authority to exercise such right.

(28) "Taxes" means any and all real estate taxes and general, special and betterment assessments, incurred by Landlord as owner of the Complex in any calendar year, including, without limitation, all water and sewer charges, and any taxes, fees and charges imposed in lieu of or in addition to the foregoing due to a future change in the method of taxation. Nothing contained in this Lease shall require Tenant to pay any estate, inheritance, succession, corporate franchise or income tax of Landlord, nor shall any of same be deemed Taxes, except to the extent same are substituted in lieu of other forms of Taxes. Any Taxes for a calendar tax year only a part of which is included within the Term, shall be adjusted between Landlord and Tenant on the basis of a 365-day year as of the Commencement Date or the Expiration Date or sooner termination of the Term, as the case may be, for the purpose of computing Tenant's Tax Payment.

(29) "Tenant's Percentage" means the number of Square Feet within the Premises divided by the number of Square Feet within the Building. Landlord shall proportionally increase or decrease Tenant's Percentage if the number of Square Feet in the Building increases or decreases due to additional development, subdivision, demolition, condemnation, or similar reasons.

(30) "Vesting Date" means the date of vesting of title or transfer of possession, whichever is earlier, if the Complex, Building, Premises or any portion thereof is the subject of a Taking.

(31) "Year End Reconciliation" means an itemized statement of the difference, if any, between (i) the Tax Payment due and the actual amount of Estimated Tax Payments made by Tenant for the preceding calendar year and (ii) the Operating Expense Payment due and the actual amount of Estimated Operating Expense Payment made by Tenant for the preceding calendar year.

ARTICLE 1 DEMISE OF PREMISES AND COMMENCEMENT DATE

Section 1.1 Demise. Landlord is the owner of the Complex and hereby leases the Premises to Tenant for the Term. Tenant hereby takes the Premises from Landlord, subject to all liens, encumbrances, easements, restrictions, covenants, zoning laws and regulations affecting and governing the Premises. Tenant shall use the Premises for the Permitted Use and for no other use or purpose. Tenant shall have access to the Premises 24 hours per day, 365 days per year.

Section 1.2 Delivery and Acceptance. Upon substantial completion of the Landlord's Work, as set forth in Exhibit D, Landlord shall deliver, and Tenant shall accept delivery and possession of the Premises. The Premises shall be delivered in "broom clean", but otherwise in "AS IS, WHERE IS" condition. If the Premises are not ready for Tenant's occupancy at the time of the Estimated Commencement Date, Landlord shall have no liability to Tenant for any delay and this Lease shall not be affected thereby, except that the Commencement Date shall be the actual date of delivery of possession of the Premises to Tenant. Upon entering into possession of the Premises, Tenant shall conclusively be deemed to have accepted the Premises in its then "AS IS, WHERE IS" condition, including, without limitation, as regards the title thereto, the nature, condition and usability thereof, and the use or uses to which the Premises may be put, and shall be deemed to have assumed all risk, if any, resulting from any patent defects and from the failure of the Premises to comply with all Legal Requirements applicable thereto. Except as specifically provided in Exhibit D, Landlord shall not be required to perform any work to prepare the Premises for Tenant's intended use. Landlord agrees to provide verbal notice to Tenant approximately twenty (20) calendar days prior to the anticipated substantial completion of the Landlord's Work. Upon receipt of such notice, Tenant and its agents, shall be permitted access to the Premises, on advance notice to Landlord, for the sole and limited purpose of the installation of Tenant's communications and/or computer cabling and wiring (but not computers, telephones, furniture or to conduct any business) (the "Tenant Installation"). The Tenant Installation shall be completed at no cost or expense to Landlord and at Tenant's sole risk. Landlord shall have no obligation to Tenant for any loss or damage to the Tenant Installation unless such loss or damage shall be the result of the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Tenant agrees to indemnify and hold Landlord harmless from any loss or damages (including reasonable attorneys' fees) caused by Tenant, its agents, servants and employees and resulting from the entry into the Premises pursuant to the provisions of this Section.

Section 1.3 Commencement Date Letter. After determination of the Commencement Date, Landlord may send Tenant a commencement letter confirming the Commencement Date, the Expiration Date and any other variable terms of the Lease. The commencement letter, which may be delivered by regular mail, shall become a part of this Lease and shall be binding on Tenant and Landlord if Tenant does not give Landlord notice of its disagreement with any of the provisions of such commencement letter within ten (10) days after the date of such letter.

ARTICLE 2 COMMON AREAS

Section 2.1 Use of Common Areas. Beginning on the Commencement Date, Tenant shall have the nonexclusive right to the use of the Common Areas in common with others.

Section 2.2 Complex and Building. Provided Landlord makes commercially reasonable efforts to avoid interfering with Tenant's use and occupancy of the Premises, Landlord shall have the right (i) to add to, or subtract from, the Common Areas, the Complex and/or the Building as Landlord may elect and Tenant shall not be entitled to any compensation as a result thereof, nor shall same be deemed an actual or constructive eviction, (ii) to erect, use and maintain pipes, ducts, shafts and conduits in and through the Premises, and (iii) to temporarily close any part of the Common Areas for such time as may be required to prevent a dedication thereof or an accrual of any rights in any person or in the public generally therein, or when necessary for the maintenance or repair thereof, or for such other reason as Landlord in its judgment may deem necessary or advisable.

ARTICLE 3 RENT

Section 3.1 Rent.

(a) All payments of Rent shall be paid to or on behalf of Landlord in lawful money of the United States, without prior demand or notice. All payments of Rent shall be delivered to Landlord at the address set forth in this Lease or to any other place designated by Landlord. Tenant's obligation to pay Rent accruing or on account of any time period during the Term shall survive the Expiration Date. Notwithstanding the foregoing, if Tenant fails to timely pay Rent, then any late payment of Rent shall be paid by Tenant to Landlord in good and immediately payable funds, meaning certified funds, including but not limited to a bank check, a cashier's check, or cash in the form of lawful currency of the United States

(b) The first full monthly installment of Base Rent shall be paid to Landlord simultaneous with execution of this Lease by Tenant. Thereafter, Base Rent shall be paid in equal monthly installments in advance on or before the first day of each month during the Term.

(c) Except as otherwise expressly and specifically provided to the contrary in this Lease, no abatement, diminution or reduction of Rent shall be claimed by or allowed to Tenant, or any persons or entities claiming under Tenant, under any circumstances for any cause or reason.

Section 3.2 Tenant's Tax Payment and Operating Expense Payment

(a) Tenant shall pay to Landlord, as Additional Rent: (i) a portion of all Taxes in excess of the Base Taxes ("Tax Payment"), and (ii) a portion of all Operating Expenses in excess of the Base Operating Expenses ("Operating Expense Payment"). Tenant's Tax Payment shall be equal to the product of (the Taxes allocated to the Building less the Base Taxes) multiplied by Tenant's Percentage. Tenant's Operating Expense Payment shall be equal to the product of (the Operating Expenses allocated to the Building less the Base Operating Expenses) multiplied by Tenant's Percentage.

(b) In each calendar year after the Base Year, Landlord, at its option, shall have the right to require Tenant to pay, on a monthly basis as Additional Rent, an "Estimated Tax Payment" and an "Estimated Operating Expense Payment". The Estimated Tax Payment shall be equal to the product of Landlord's reasonable estimate of the actual Taxes for the current year minus the Base Taxes multiplied by Tenant's Percentage and divided by the number of months remaining in the year. The Estimated Operating Expense Payment shall be equal to the product of Landlord's reasonable estimate of the actual Operating Expenses for the current year minus the Base Operating Expenses multiplied by Tenant's Percentage and divided by twelve (12).

(c) After the end of each calendar year after the Base Year, Landlord shall furnish to Tenant a Year End Reconciliation Statement. Within thirty (30) days after Tenant's receipt of a Year End Reconciliation, Tenant shall pay to Landlord the net deficiency, if any, set out in the Year End Reconciliation. If the Year End Reconciliation shows an overpayment of Estimated Tax and/or Estimated Operating Expense Payments, such overpayment shall be credited to Tenant against the next monthly installment or installments of Rent due from Tenant, or shall be refunded to Tenant if such excess relates to the calendar year in which the Term expires.

(d) Every Year End Reconciliation shall be conclusive and binding upon Tenant; however, if Tenant disputes or disagrees with any Year End Reconciliation, Tenant shall have the right to undertake a review ("Tenant's Review") of Landlord's books used to determine Tenant's Tax Payment and Operating Expense Payment upon the following terms and conditions:

(i) Tenant shall deliver notice ("Review Notice") to Landlord, in writing, of such dispute or disagreement no later than thirty (30) days after receipt of the Year End Reconciliation to be verified.

(ii) Tenant's Review shall be conducted only by (i) the Tenant, or (ii) an agent of the Tenant that is not being compensated by Tenant on a contingent fee basis. Tenant's Review shall be conducted during regular business hours at the office where Landlord maintains its books.

(iii) The Review shall commence no later than thirty (30) days after the date of delivery of the Review Notice and shall be completed within five (5) business days after commencement.

(iv) A copy of the results of the Tenant's Review shall be delivered to Landlord within thirty (30) days after completion of the Tenant's Review. If the results of the Tenant's Review are not timely delivered to Landlord, then the Year End Reconciliation shall be deemed to have been approved and accepted by Tenant as correct.

(v) Tenant's Review shall be limited strictly to those items in the Year End Reconciliation that Tenant has specifically identified in the Review Notice. Tenant shall not be entitled to inspect books or records that apply to any calendar year other than the year covered by the subject Year End Reconciliation.

(vi) Tenant acknowledges and agrees that any records reviewed constitute confidential information of Landlord which shall not be disclosed to anyone other than the auditor performing Tenant's Review and the principals of Tenant. Tenant further acknowledges and agrees that the disclosure of information to any other person, whether by Tenant or anyone acting on behalf of Tenant, shall cause irreparable harm to Landlord and may be the basis of legal action by Landlord against Tenant and/or the auditor performing Tenant's Review. Tenant shall be responsible for any breach of this provision by the entity conducting Tenant's Review.

(e) Landlord shall have thirty (30) days to review the results of Tenant's Review. Thereafter, if Landlord and Tenant have not reached agreement regarding the Year End Reconciliation, Tenant shall submit the dispute to arbitration pursuant to this Lease. The decision of the arbitrator shall be binding upon both parties ("Binding Year End Reconciliation").

(f) Pending the determination of such dispute by agreement or arbitration, Tenant shall pay Rent or accept credit in accordance with the Year End Reconciliation and such payment or acceptance shall be without prejudice to Tenant's position. If the Binding Year End Reconciliation shows a deficiency above the payment made by Tenant pending determination of the arbitration, within fifteen (15) days after Tenant's receipt of the Binding Year End Reconciliation, Tenant shall pay to Landlord the net deficiency. If the Binding Year End Reconciliation shows an overpayment of Estimated Tax and/or Estimated Operating Expense Payments above the credit already issued to Tenant, the net credit to Tenant shall be made against the next monthly installment or installments of Rent due from Tenant, or shall be refunded to Tenant if such excess relates to the calendar year in which the Term expires.

(g) Landlord may elect to contest the amount or validity of assessed valuation or Taxes for any real estate fiscal year, in which event Taxes shall be deemed to include any fees and/or expenses incurred by Landlord in contesting or appealing Taxes and Tenant shall pay Tenant's Percentage of said fees as indicated in the Year End Reconciliation. Any refund of tax as a result of said appeal shall be included in the Year End Reconciliation. Tenant shall cooperate with Landlord, execute any and all documents required in connection with said appeal.

(h) In addition to Tenant's Tax Payment, Tenant shall pay, before delinquent, any and all taxes and assessments (i) levied against fixtures, equipment, signs and personal property located or installed in, about or upon the Premises; (ii) on account of any rent, income or other payments received by Tenant or anyone claiming by, through or under Tenant; (iii) arising out of the use or occupancy of the Premises and this transaction, or any document to which Tenant is a party creating or transferring an interest or estate in the Premises and (iv) imposed by any Governmental Authority as sales or use tax.

Section 3.3 Late Charge. If any Rent is not paid to Landlord within five (5) days after its due date, a late charge equal to ten percent (10%) of the then late payment shall be automatically due from Tenant to Landlord ("Late Charge"). The Late Charge is in compensation of Landlord's additional costs of processing late payments.

ARTICLE 4 SECURITY

(a) Tenant has, simultaneously with the execution hereof, deposited with Landlord the Security for the faithful performance and observance by Tenant of the terms of this Lease. Landlord may retain, use, or apply the whole or part of the Security to the extent required for payment of any: (i) Rent; (ii) loss or damage that Landlord may suffer by reason of an Event of Default by Tenant including, without limitation, any damages incurred by Landlord or deficiency resulting from the re-letting of the Premises, whether such damages or deficiency accrues before or after summary proceedings or other reentry by Landlord; (iii) costs incurred by Landlord in connection with the cleaning or repair of the Premises upon expiration or earlier termination of this Lease. Landlord shall not be obligated to apply the Security and the Landlord's right to bring an action or special proceeding to recover damages or otherwise to obtain possession of the Premises before or after Landlord's declaration of the termination of this Lease for nonpayment of Rent or for any other reason shall not be affected by reason of the fact that Landlord holds the Security. The Security will not be a limitation on the Landlord's damages or other rights and remedies available under this Lease, or at law or equity; nor shall the Security be a payment of liquidated damages or advance of the Rent or any component thereof.

(b) If Landlord uses, applies, or retains all or any portion of the Security, Tenant will restore the Security to its original amount immediately upon written demand from Landlord. Tenant's failure to strictly comply with this requirement shall be an Event of Default.

(c) Subject to applicable Legal Requirements and requirements of Landlord's lender(s), Landlord may commingle the Security with its own funds. Landlord shall not be required to keep the Security in an interest-bearing account. Upon expiration or earlier termination of the Lease, Landlord will return the Security to the then current Tenant and Landlord shall be deemed released by Tenant from all liability for the return of the Security. If any part of Landlord's property of which the Premises forms a part is sold, leased or otherwise legally transferred (including to a mortgagee upon foreclosure of its mortgage), Landlord shall transfer the Security to the successor entity, and, upon such transfer, Landlord shall be deemed released by Tenant from all liability for the return of the Security; and Tenant shall look solely to the Landlord's successor for the return of the Security.

(d) The Security shall not be mortgaged, assigned, or encumbered by Tenant, and neither Landlord nor its successors or assigns shall be bound by any such mortgage, assignment or encumbrance.

(e) If Tenant fully and faithfully complies with all of the terms, covenants, conditions and provisions of this Lease, Landlord shall, within sixty (60) days after the later of the Expiration Date and the date of surrender of possession of the Premises to Landlord in accordance with this Lease, return to Tenant the Security, or such portion thereof as shall then remain, less an estimated amount due for any unpaid Operating Expense Payment and/or Tax Payment.

ARTICLE 5 ASSIGNMENT AND SUBLETTING

Section 5.1 Assignment and Subletting.

(a) Except as otherwise set out in this Article, Tenant shall not mortgage, encumber or assign its interest in this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Landlord's consent to any one assignment or sublease will not act as a waiver of the requirement of obtaining the Landlord's consent to any subsequent assignment or sublease.

(c) Should Tenant wish to assign this Lease or sublet any portion of the Premises, Tenant shall submit to Landlord a written request ("Tenant's Request") for Landlord's consent to such assignment or subletting. Tenant's Request shall include, at a minimum, the name and address of the proposed assignee or subtenant, the proposed use of the Premises, financial statements of the proposed assignee or sublessee in form satisfactory to Landlord, a copy of the proposed assignment or sub-lease and any other documentation reasonably required by Landlord.

(d) Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be obligated to consider any request by Tenant to consent to any proposed assignment of this Lease or sublet of all or any part of the Premises unless (i) Tenant is current in payment of Rent, and (ii) each request by Tenant is accompanied by a nonrefundable fee payable to Landlord in the amount of Five Hundred and 00/100 Dollars ($500.00) to cover Landlord's expenses incurred in processing each Tenant's Request. Neither Tenant's payment nor Landlord's acceptance of the said fee shall be construed to impose any obligation whatsoever upon Landlord to consent to Tenant's Request. Landlord shall have the right to charge Tenant an additional or higher fee in the event the processing of the proposed assignment or subletting shall require more than two (2) hours to negotiate and/or draft the necessary documents.

(e) Landlord and Tenant agree that any one of the following factors will be reasonable grounds for declining the Tenant's request:

(i) financial strength of the proposed subtenant/assignee is not of the strength Landlord would require of any prospective tenant for similar properties in the Complex as of the date of the request;

(ii) business reputation of the proposed subtenant/assignee is not in accordance with generally acceptable commercial standards and the businesses of other tenants in the Complex;

(iii) the proposed subtenant/assignee is an existing tenant or occupant of the Complex, or a person or entity with whom Landlord is then dealing with regard to leasing space in the Complex, or with whom Landlord has had any dealings within the past six months with regard to leasing space in the Complex;

(iv) use of the Premises will violate the exclusive right(s) of any other tenant of the Complex, any other agreements affecting the Premises, the Landlord or other tenants.

(f) If Tenant sublets all or part of the Premises, for a net consideration (i.e. all rent and other forms of income or payment to Tenant from the subtenant less all actual, reasonable and necessary brokerage commissions and other costs incurred by Tenant in obtaining a subtenant) which is in excess of the Rent accruing under the Lease during the term of the sublease, then Tenant shall pay to Landlord, as Additional Rent, fifty percent (50%) of such excess consideration.

Section 5.2 Change of Control. Excluding the sale of corporate shares held by the general public and traded through a nationally recognized stock exchange, the sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Tenant (or of any successor or assignee of Tenant which is a corporation), or of the interest of any general partner in a partnership constituting Tenant hereunder, or of the interest of any member of a limited liability company, joint venture, syndicate or other group which may collectively constitute Tenant hereunder, shall result in changing the control of Tenant or such other corporation or such partnership, limited liability company, joint venture, syndicate or other group, such sale, assignment, transfer or other disposition shall be deemed an assignment of this Lease. For the purposes of this Section, "control"

of any corporation shall be deemed to have changed, if, in one or more transactions, any person or group of persons purchases or otherwise succeeds to more than fifty percent (50%) in the aggregate of the voting power for the election of the Board of Directors of such corporation and "control" of a partnership, a limited liability company, joint venture, syndicate or other group shall be deemed to have changed if, in one or more transactions, any person or group of persons purchases or otherwise succeeds to more than fifty percent (50%) in the aggregate of the general partners' or other active interest in such limited liability company, joint venture, syndicate or other group.

Section 5.3 Continuation of Liability. Regardless of any assignment, subletting or other transfer by Tenant of any of Tenant's rights or obligations under this Lease, Tenant shall continue to be and remain liable hereunder. Any violation of any provision of this Lease, whether by act or omission, by any assignee, subtenant or similar occupant, shall be deemed a violation of such provision by Tenant, it being the intention and meaning of the parties hereto that Tenant shall assume and be liable to the Landlord for any and all acts and omissions of any and all assignees, subtenants and similar occupants.

Section 5.4 Default after Transfer. If the Premises or any part thereof is sublet or occupied by anybody other than Tenant, Landlord may, after an Event of Default by Tenant, and without notice to Tenant collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent due from Tenant, but no such collection shall be deemed an acceptance of the subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of the terms of this Lease.

Section 5.5 Recapture. Landlord shall have the right, within forty five (45) days after Landlord's receipt of Tenant's Request, to terminate this Lease on notice (a "Recapture Notice") to Tenant. If Landlord gives a Recapture Notice, Tenant shall have five (5) calendar days from receipt of such Recapture Notice to rescind, in writing, the Tenant's Request and, upon such rescission, both the Recapture Notice and Tenant's Request shall be deemed withdrawn, null and void. If Tenant's Request is not so rescinded within the permitted time period, then this Lease shall terminate (in whole if Tenant's Request is for an assignment of the Lease or subleasing of all or substantially all of the Premises, or with respect to that part of the Premises which is the subject of a subletting if Tenant's Request is for a subletting of less than substantially all of the Premises) (that portion, whether the whole or a part, of the Premises which is the subject of Tenant's Request is hereinafter referred to as the "Subject Portion") on the date which is thirty (30) days after the date of the Recapture Notice (the "Surrender Date"). Tenant shall vacate the Subject Portion on or before the Surrender Date and deliver possession of the Subject Portion to Landlord in the condition required by this Lease. Effective as of the Surrender Date, neither Landlord nor Tenant shall have any further obligations under this Lease with respect to the Subject Portion, except for those rights and obligations which survive expiration or termination of the Lease. Effective as of the Surrender Date, all Rent shall be adjusted on a pro rata basis to reflect the reduced size of the Premises, if applicable.

ARTICLE 6 REPAIRS, MAINTENANCE AND UTILITIES

Section 6.1 Tenant's Obligations.

(a) Except as otherwise provided in this Lease, Tenant shall, at no cost or expense to Landlord: Repair all light fixtures, including any ballasts, and light bulbs;

(b) If the Premises has a point of entry and exit on the exterior of the Building, Tenant shall keep the sidewalk adjoining the Premises free from rubbish, dirt, garbage and other refuse.

(c) All damage to the Premises or Building, or to their fixtures, appurtenances and equipment caused by Tenant, its servants, employees, agents, visitors or licensees, shall be Repaired promptly by Tenant at no cost or expense to Landlord and to Landlord's reasonable satisfaction. Tenant shall cause all Repairs to be made in a good and workmanlike manner and in accordance with the provisions of this Lease. If after twenty (20) days' notice Tenant has failed to proceed with due diligence to make the required Repairs the same may be made by Landlord at Tenant's expense, and any expense incurred by Landlord, for said Repairs shall be paid to Landlord as Additional Rent within ten (10) calendar days after delivery of a bill or statement to Tenant.

(d) Any supplemental HVAC units, whether installed by Landlord or Tenant or left by a previous tenant, and any Tenant installed lighting shall be Tenant's sole responsibility to maintain and repair. Landlord shall have no obligation to repair, maintain or replace such HVAC units or lighting.

(e) Tenant is required to separate waste in accordance with Legal Requirements.

Section 6.2 Landlord's Obligations and Services.

(a) Landlord agrees to make all Repairs to the structural portions and exterior surfaces of the Building, the roof, the roof gutters, and operate and Repair the Common Areas.

(b) Landlord shall additionally provide the following services to Tenant:

(i) Repair of the interior of the Premises within a reasonable period of time after submission of a request by Tenant, the cost of same being included in Operating Expense.

(ii) Janitorial services and removal and disposal of all trash and other refuse, the cost of same being deemed an Operating Expense. Landlord reserves the right to impose a surcharge on Tenant directly if excessive amounts or unusual types of trash are generated in the Premises.

(iii) Operation and Repair of HVAC System in a manner consistent with the standard to which similar properties are maintained in the area, the cost of same being included in Operating Expenses. Tenant agrees to abide by all regulations and requirements which Landlord may reasonably prescribe for the proper functioning and protection of the HVAC System. Landlord shall have free access to any and all components of the HVAC System; and Tenant agrees that there shall be no construction of partitions or other obstructions which might interfere with Landlord's full access thereto. Tenant agrees that Tenant, its agents, employees or contractors shall not at any time enter the said enclosures or tamper with, adjust, touch or otherwise in any manner affect the HVAC System.

(c) Tenant acknowledges that Landlord shall not be providing the security which Tenant may require with respect to its Permitted Use(s).

(d) Landlord reserves the right to undertake such Complex-wide Repairs and provide such Complex-wide services as it deems necessary to preserve and promote the good physical condition of the Building and such costs shall be deemed Operating Expenses.

Section 6.3 Utilities.

(a) The following utilities will be made available at the Premises:

(i) (A) Electricity and natural gas, for consumption at normal office levels between the hours of 8:00 A.M. and 6:00 P.M, Monday through Friday, and 8:00 A.M. through 1:00 P.M. on Saturdays. (the "Allowed Utility Usage") (i.e. customary office lighting, operation of personal computer equipment, fax machines and copiers ("Customary Office Usage"), and for ordinary office heating and cooling), the costs of which have been included as a component of Operating Expenses. Tenant agrees that items above Customary Office Usage, such as a server/computer room, shall be directly metered, at Tenant's sole cost and expense and that the provisions of Section 6.3(b) of this Lease shall apply to such direct meter.

(B) Landlord may, at any time and from time to time, at no cost or expense to Tenant, survey the estimated use of electricity and/or natural gas in the Premises. If the surveyed usage of electricity and/or natural gas exceeds the Allowed Utility Usage, Tenant shall pay to Landlord, on a monthly basis, an "Excess Utility Charge" equal to one-twelfth (1/12th) of the surveyed usage in excess of the Allowed Utility Usage multiplied by Landlord's then current actual rate for the utility.

(C) Landlord shall provide a copy of any utility survey to Tenant and the results of such survey shall be deemed binding upon Tenant unless Tenant objects to same within thirty (30) days of the date the survey is delivered to Tenant. If Landlord and Tenant are unable to agree upon the results of a survey, the disagreement shall be submitted to arbitration in accordance with the terms of this Lease. Pending the outcome of such arbitration, the charges to Tenant imposed pursuant to this Section shall be paid by Tenant without prejudice to Tenant's rights.

(ii) water service, the cost of which shall be included in Operating Expenses.

(iii) sewer service, the cost of which shall be included in Operating Expenses.

(b) Tenant agrees to pay or cause to be paid all charges for utilities of any kind which are billed directly to Tenant, and agrees to indemnify, defend and save Landlord harmless against any liability or damages for such charges.

(c) Tenant covenants and agrees that its use of utility services will not exceed either the capacity or maximum load of the utility lines serving the Premises or which may from time to time be prescribed by applicable Governmental Authorities.

(d) Unless the direct and proximate result of the gross negligence or willful misconduct of Landlord, its agents, servants or employees, Landlord shall in no event be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if either the quantity or character of utility services is changed or is no longer available or suitable for Tenant's purposes.

Section 6.4 Overtime Utilities. If Tenant requires air cooling or heating beyond the hours stated in Section 6.3(a)(i)(A) ("Overtime Utilities"), then Overtime Utilities shall be provided by Landlord to Tenant and Tenant shall be obligated to pay Landlord, as Additional Rent, an Overtime Utility Charge, currently billed at $35.00 per hour. Overtime Utility Charges shall be subject to adjustment on 30 days notice to Tenant. The parties agree and acknowledge that the Overtime Utility Charges are billed in two hour increments and not subject to prorating.

ARTICLE 7 COMPLIANCE WITH LAW

Section 7.1 Legal Requirements. Tenant shall, at its expense throughout the Term, promptly comply, or cause compliance, with all Legal Requirements of all Governmental Authorities which may be applicable to the Premises or the use or manner of use thereof.

Section 7.2 Hazardous Materials. Tenant agrees to refrain, and to prevent its employees, invitees, agents, contractors and subtenants, from utilizing or storing any Hazardous Materials in the Complex, except for cleaning fluids and common office supplies in de minimis quantities for normal cleaning use within the Premises which shall be stored in proper containers and in compliance with Legal Requirements. Tenant hereby covenants and agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, costs, expenses, losses and liabilities of any kind or nature that arise (indirectly or directly) from or in connection with the presence (or suspected presence), release (or suspected release), spill (or suspected spill) or discharge (or suspected discharge) of any Hazardous Materials in, on or about the Complex at any time resulting from the acts or omissions of Tenant, its subtenants or their respective employees, agents or contractors. Without limiting the generality of the foregoing, the indemnity set forth above shall specifically cover any investigation, monitoring and remediation costs.

ARTICLE 8 ALTERATIONS

Section 8.1 Permitted Alterations. Tenant shall be permitted to make any Alteration(s) which (i) are not structural in nature and/or do not affect the structural portions of the Building, (ii) do not exceed Ten Thousand Dollars ($10,000.00) in the aggregate during the Term and (iii) do not require any permit or other form of legal authority (collectively, "Permitted Alterations"). Any and all other Alterations shall require the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Section 8.2 Requirements.

(a) All Alterations, including Permitted Alterations, shall be made at no cost or expense to Landlord.

(b) Tenant shall submit to Landlord a copy of any plans and specifications prepared in connection with any Alteration except Permitted Alterations (including layout, architectural, mechanical and structural drawings).

(c) Before commencing any Alteration, Tenant shall provide, or shall cause its contractor to provide, any necessary and appropriate riders for fire and extended coverage, and commercial general liability and property damage insurance, covering the risks during the course of such Alteration and obtain and pay for all necessary permits and authorizations. Landlord agrees to join in the application for such permits or authorizations upon request of Tenant if necessary provided Landlord is promptly reimbursed for any filing or other costs, fees or expenses incurred and Tenant otherwise indemnifies Landlord for all losses, costs, claims and expenses incurred by Landlord in connection therewith.

(d) All Alterations shall be made with reasonable diligence, in a good and workmanlike manner, by contractor(s) approved by Landlord in Landlord's sole discretion and in compliance with all applicable Legal Requirements. Upon completion, Tenant shall obtain and deliver to Landlord any necessary amendment to the certificate of occupancy.

Section 8.3. Ownership. All Alterations shall remain the property of Tenant and shall be removed by Tenant upon expiration or earlier termination of the Lease. Notwithstanding the foregoing, Tenant may request Landlord's consent to abandon any Alteration(s) provided such request is submitted to Landlord, in the form of a Notice, prior to commencing the Alteration. Landlord may grant or withhold its consent to such request in Landlord's sole discretion and failure of the Landlord to respond to such request shall be deemed a denial. Any Alteration abandoned by Tenant with Landlord's consent shall immediately become the sole property of Landlord.

ARTICLE 9 INSURANCE

Section 9.1 Tenant's Coverages.

(a) Commencing with the Commencement Date and throughout the Term, Tenant shall, at Tenant's cost and expense, provide and cause to be maintained:

(i) commercial general liability insurance (including contractual liability coverage) issued on an occurrence basis, insuring against claims for bodily injury, death or property damage that may arise from or be occasioned by (x) the condition, use or occupancy of the Premises, the sidewalks adjacent thereto, and the loading docks and other appurtenances, or (y) any act, omission or negligence of Tenant, its subtenants, or their respective contractors, licensees, agents, servants, employees, invitees or visitors; such insurance to afford minimum protection of not less than $3,000,000.00 combined single limit per occurrence. The liability insurance requirements hereunder may be reviewed by Landlord every two (2) years for the purpose of increasing (in consultation with their respective insurance advisors) the minimum limits of such insurance from time to time to limits which shall be reasonable and customary for similar facilities of like size and operation in accordance with generally accepted insurance industry standards;

(ii) commercial property insurance (including coverages against loss or damage by fire, lightning, windstorm, hail, explosion, vandalism and malicious mischief, riot and civil commotion, smoke and all other perils now or hereafter included in extended coverage endorsements) covering Tenant's merchandise, inventory, trade fixtures, furnishings, equipment and leasehold improvements for the full replacement value on an agreed amount basis, including all items of personal property of Tenant located on, in or about the Premises, in an amount equal to one-hundred percent (100%) of the actual replacement cost thereof (with provisions for a deductible as shall be reasonable in comparison with similar properties);

(iii) business interruption insurance in such amounts as will reimburse Tenant for direct and indirect loss of earnings attributable to those events commonly insured against by reasonably prudent tenants and/or attributable to Tenant's inability to access or occupy all or part of the Premises; and

(iv) during performance of any Alteration, Tenant shall maintain Worker's Compensation, public liability and builder's risk form of casualty insurance in amounts appropriate to the status of the construction being performed by Tenant. In addition, all contractors working on behalf of Tenant shall provide evidence of coverage, equal to the requirements of Tenant, and in the case of the public liability and builder's risk form of casualty insurance policies, naming Landlord as an additional insured.

(b) If Tenant fails to maintain the required insurance the same may be purchased by Landlord at Tenant's expense, and any expense therefor incurred by Landlord, with interest thereon at the Interest Rate, shall be paid to Landlord as Additional Rent after receipt of a bill or statement.

(c) All insurance policies required to be maintained by Tenant pursuant to this Article shall be effected under policies issued by insurers which are permitted to do business in the State where the Complex is situated and rated “A/VIII” by A.M. Best Company, or any successor thereto. Tenant shall provide to Landlord, and to any Fee Mortgagee, certificates of the policies required to be maintained pursuant to this Lease. Each such policy shall contain a provision that no act or omission of the insured shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained and an agreement by the insurer that such policy shall not be modified or canceled without at least 30 days' prior notice to Landlord and to any Fee Mortgagee.

(d) All policies of insurance provided for under this Article, shall name Tenant as the insured, and except for Workers' Compensation, shall name Landlord and Landlord's managing agent as additional insureds, along with any Fee Mortgagee pursuant to a standard first mortgagee clause, subject in all respects to the terms of this Lease.

(e) Any insurance provided for in this Article may be effected by a blanket policy or policies of insurance, provided that the amount of the total insurance available shall be at least the protection equivalent to separate policies in the amounts

herein required, and provided further that in other respects, any such policy or policies shall comply with the provisions of this Article. An increased coverage or "umbrella policy" may be provided and utilized to increase the coverage provided by individual or blanket policies in lower amounts, and the aggregate liabilities provided by all such policies shall be satisfactory provided they otherwise comply with the provisions of this Article.

(f) Each policy carried by Tenant shall be written as a primary policy not contributing with, and not in excess of, coverage carried by Landlord and/or Landlord's managing agent.

Section 9.2 Landlord's Coverages. Commencing with the Commencement Date and throughout the Lease Term, Landlord shall maintain, or cause to be maintained:

(a) commercial property insurance covering the Complex, in an amount equal to one-hundred percent (100%) of the actual replacement cost thereof (exclusive of the cost of excavations, pavement, foundations and footings) with or without provisions for a deductible as shall be reasonable in comparison with similar properties;

(b) commercial general liability insurance (including contractual liability) covering the Common Areas, in an amount not less than $5,000,000 for personal and bodily injury to all persons in any one occurrence and for property damage;

(c) rent insurance, for the benefit of Landlord, covering the risks referred to in Paragraph (a) above, in an amount equal to all Rent payable for a period of twelve (12) months commencing on the date of loss;

(d) if at any time a steam boiler or similar equipment is located in, on or about the Building, a policy insuring against loss or damage due to explosion, rupture or other failure of any boiler, pipes, turbines, engines or other similar types of equipment; and

(e) other coverage as Landlord may reasonably deem necessary and appropriate.

If by reason of failure of Tenant to comply with the provisions of this Lease, including but not limited to the manner in which Tenant uses or occupies the Premises, Landlord's insurance rates shall on the Commencement Date or at any time thereafter be higher than such rates otherwise would be, then Tenant shall reimburse Landlord, as Additional Rent hereunder, for that part of all insurance premiums thereafter paid or incurred by Landlord, which shall have been charged because of such failure or use by Tenant, and Tenant shall make such reimbursement upon the first day of the month following the billing to Tenant of such additional cost by Landlord.

Section 9.3 Waiver of Subrogation. Every insurance policy carried by either party shall include provisions denying to the insurer subrogation rights against the other party and any Fee Mortgagee to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Each party hereby waives any rights of recovery against the other party for any direct damage or consequential loss covered by said policies against which such party is protected, or required hereunder to be protected, by insurance or (by the inclusion of deductible provisions therein or otherwise) has elected to be self-insured, to the extent of the proceeds paid under such policies and the amount of any such self-insurance, whether or not such damage or loss shall have been caused by any acts or omissions of the other party.

ARTICLE 10 DAMAGE AND DESTRUCTION; EMINENT DOMAIN

Section 10.1 Termination Due to Damage or Destruction. If the Premises, or any portion thereof, shall be damaged by fire or other casualty, Tenant shall immediately give Notice thereof to Landlord. If the Building shall be damaged or destroyed to the extent that the estimated cost of repair or restoration of the damage or destruction shall be in excess of twenty five percent (25%) of the replacement cost of the Building, then Landlord shall have the right to terminate this Lease by giving notice of such election to Tenant within sixty (60) days after such damage or destruction shall have occurred. If such notice shall be given, this Lease shall terminate as of the date of Tenant's receipt of such Notice. Landlord shall not be required to restore or rebuild the damaged or destroyed Premises, or any portion thereof, and all insurance proceeds payable on account of such damage or destruction may be retained by Landlord. In case the Building shall be damaged by such fire or other casualty and Landlord estimates that its restoration obligation under this Section will require in excess of one hundred eighty (180) days after the casualty date to complete, Landlord shall give Tenant notice of its estimate of the completion date of such restoration ("Landlord's Estimate"), and Tenant shall have thirty (30) days after receipt of Landlord's Estimate to terminate this Lease by notice to Landlord. Landlord's Estimate shall be delivered to Tenant not more than thirty (30) business days after Landlord's receipt of notice from Tenant that the damage has occurred, which notice shall include a request for delivery of Landlord's Estimate pursuant to this paragraph. If Tenant terminates the Lease pursuant to this sub-paragraph, then this Lease and the term and estate hereby granted shall expire as of the last day of the month in which Tenant's notice is given. If Landlord does not deliver Landlord's Estimate and Landlord's restoration

obligation under this Section hereof is not completed within one hundred eighty (180) days after the casualty date, Tenant may thereafter terminate this Lease by giving Landlord a termination notice at any time prior to two hundredth (200th) day after the casualty date and prior to the date Landlord completes its restoration obligation under this Section. If such termination notice is given, then this Lease and the term and estate hereby granted shall expire as of the last day of the month in which Tenant's notice is given.

Section 10.2 Taking.

(a) If a Taking of all or substantially all of the Premises occurs, then this Lease shall terminate as of the Vesting Date. If there is a Taking of less than substantially all of the Premises, then this Lease shall terminate on the Vesting Date with respect to the portion so taken.

(b) If there is a Taking of part of the Complex but none of or less than substantially all of the Premises, Landlord may elect to terminate this Lease if (i) there is any Taking occurring during the last two (2) years of the Term; or (ii) in Landlord's reasonable judgment, it shall not be economically feasible to restore and replace the Building, the Premises, the Common Areas, the Complex or part thereof, to tenantable condition capable of being operated as a mixed use complex in an economical manner. If Landlord elects to terminate this Lease pursuant to this Section, Landlord shall, within one hundred twenty (120) days of the Taking, give notice to Tenant, and the Term shall expire as of the last day of the calendar month in which such Notice is given.

(c) If there is a Taking of more than thirty-three (33%) of the Square Feet of the Premises, Tenant, subject to Landlord's lenders' requirements, may elect to terminate this Lease if, by reason of the Taking there is a prohibition of the use of the Premises for Tenant's actual permitted use thereof. If Tenant elects to terminate this Lease pursuant to this Section, Tenant shall, within one hundred twenty (120) days of the Taking, give Notice to Landlord, and the Term shall expire and come to an end as of the last day of the calendar month in which such Notice is given.

(d) If there is a Taking, then commencing on the Vesting Date, Base Rent shall be the product of (i) Base Rent immediately preceding the Taking, and (ii) a fraction, the numerator of which shall be the number of Square Feet within the Premises remaining after the Taking, and the denominator of which shall be the number of Square Feet within the Premises immediately preceding the Taking.

(e) Tenant shall not be entitled to and hereby waives any and all claims against Landlord for any compensation or damage for loss of use of the Premises, the Common Areas or any portion thereof, for any interruption of services required to be provided by Landlord hereunder, and/or for any inconvenience or annoyance resulting from any damage, destruction, repair or restoration.

(f) All compensation awarded or paid in respect of a Taking shall belong to and be the property of Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceeding for moving expenses; any fixtures or equipment owned by Tenant; and the unamortized cost of Tenant's improvements, provided that no such claim shall (x) diminish or otherwise adversely affect Landlord's award or the award of any Fee Mortgagee, or (y) include any value for the leasehold estate created hereby or the unexpired term of this Lease.

Section 10.3 Restoration by Landlord. If the whole or any part of the Premises or Building shall, during the Term, be damaged or destroyed by fire or other casualty, or any portion of the Premises be Taken, and this Lease is not terminated pursuant to the terms hereof, Landlord shall, to the extent of insurance proceeds or award received by Landlord, repair, restore and/or rebuild the Premises and or Building substantially to the condition and character existing as of the Commencement Date. In no event shall Landlord be required to repair or replace any Personalty.

ARTICLE 11 RENT ABATEMENT

(a) For purposes of this Article only, the Premises, or any portion thereof, shall be considered "Untenantable" if Tenant is, in fact, unable to engage in its regular business practices in the Premises due to (i) damage or destruction, (ii) loss of utilities, HVAC or elevator service, which loss is within the ability of Landlord to control, or (iii) a Taking, and (iv) the Premises is not rendered Untenantable by reason of any negligent or willful act of Tenant, its agents, servants or employees.

(b) If all or part of the Premises are rendered Untenantable, Tenant shall, within five (5) business days after the occurrence, notify Landlord that the Premises, or a part thereof, has been rendered Untenantable (a "Rent Abatement Notice").

The Rent Abatement Notice shall be in writing, shall specify (i) the nature of the cause of the Untenantability, (ii) the area(s) of the Premises Tenant claims to be Untenantable and (iii) the date the space became Untenantable. The Rent Abatement Notice shall be delivered to Landlord in the manner required under this Lease for delivery of Notices. If a Rent Abatement Notice is not delivered to Landlord within the time and in the manner set out herein, then Tenant shall be deemed to have waived any right to abatement of Rent.

(c) If the Premises are rendered Untenantable, in whole or in part, for a period of ten (10) or more business days, and the Lease is not terminated pursuant to the provisions hereof then Rent shall abate proportionately to the portion of the Premises rendered Untenantable from the date of the event causing the Untenantability and continuing until the Untenantability is remediated (the "Abatement Period"). However, the necessity for the completion of any repair, restoration or other work to be performed by Tenant shall not provide the basis for abatement of Rent.

(d) Determination of the percentage of Rent to be abated shall be reasonably made by Landlord. If Landlord and Tenant disagree on the extent of the Untenantability of the Premises, an appropriate third-party professional, designated by Landlord and reasonably acceptable to Tenant, shall certify to Landlord and Tenant as to the condition of the Premises (the "Abatement Certification"), which Abatement Certification shall be binding upon both parties. The cost of obtaining the Abatement Certification shall be borne by Tenant and reimbursable to Landlord as Additional Rent.

(e) Upon substantial completion of the remediation of the condition resulting in the Untenantability of the Premises, as reasonably determined by Landlord, the Abatement Period shall terminate. If Landlord and Tenant disagree on the date of substantial completion or the tenantability of any part of the Premises, an appropriate third-party professional, designated by Landlord and reasonably acceptable to Tenant, shall certify to Landlord and Tenant as to the condition of the Premises (the "Restoration Certification"), which Restoration Certification shall be binding upon the parties. The cost of obtaining the Restoration Certification shall be borne by Tenant and reimbursable to Landlord as Additional Rent.

(f) Anything to the contrary notwithstanding, there shall be no abatement of Rent for any portion of the Premises in which Tenant continues to operate its business.

ARTICLE 12 QUIET POSSESSION

Provided no Event of Default remains uncured, Tenant shall have and enjoy, possession and use of the Premises and all appurtenances thereto during the Term, which is quiet and undisturbed by Landlord, subject to the terms of this Lease. This covenant shall be construed as running with Landlord's estate as owner of the Premises and is not, nor shall it operate or be construed as, a personal covenant of Landlord, except to the extent of Landlord's interest in the Premises and shall be binding upon successor owners. Tenant shall not, through its acts or omissions, or the acts or omissions of Tenant's employees, agents, servants or contractors, disturb the quiet possession of any other tenant or occupant of the Building.

ARTICLE 13 DEFAULT; REMEDIES AND DAMAGES

Section 13.1 Events of Default. Each of the following shall be deemed an "Event of Default":

(a) any failure by Tenant to pay Base Rent on the date it was payable under this Lease, or any failure by Tenant to pay Additional Rent or other sum of money payable under this Lease within five (5) days after notice from Landlord that such payment of Additional Rent or other sum is due;

(b) any interest of Tenant passes to another except as permitted under Article 5;

(c) if proceedings in bankruptcy shall be instituted by or against any Tenant or guarantor of this Lease, or if any Tenant or guarantor of this Lease shall file, or any creditor or other person shall file, any petition in bankruptcy under any law, rule or regulation of the United States of America or of any State, or if a receiver of the business or assets of Tenant or of any guarantor of this Lease shall be appointed, or if a general assignment is made by Tenant for the benefit of creditors, or any sheriff, marshal, constable or other duly constituted public official takes possession of the Premises, or any part thereof, by authority of any attachment or execution proceedings, and offers same for sale publicly, and, with respect to any of the foregoing actions which shall be involuntary on Tenant's part, such action is not vacated or withdrawn within thirty (30) days thereafter;

(d) failure to pay Rent in a timely fashion three (3) or more times in any twelve (12) calendar month period or four (4) or more times during the Term;

(e) any other failure by Tenant to perform any of the other terms, of this Lease (for which Notice and/or cure periods are not otherwise set forth in this Lease) for more than twenty (20) days after notice of such default shall have been given to Tenant, or if such default is of such nature that it cannot with due diligence be completely remedied with said period of twenty (20) days such longer period of time as may be reasonably necessary to remedy such default provided Tenant shall commence within said period of twenty (20) days and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after notice of such default shall have been given to Tenant; and

(f) an Event of Default provided for under any other section of this Lease.

Section 13.2 Remedies.

(a) If an Event of Default shall occur, Landlord shall, in addition to any other right or remedy available at law, in equity or otherwise, have the right:

(i) to bring suit for the collection of Rent and/or other amounts for which Tenant may be in default, or for the performance of any other covenant or agreement devolving upon Tenant, all with or without entering into possession or terminating this Lease;

(ii) terminate this Lease and dispossess Tenant and any other occupants thereof, remove their effects not previously removed by them and hold the Premises free of this Lease; or

(iii) without terminating this Lease, re-enter the Premises by summary proceedings and dispossess Tenant and any other occupants thereof, remove their effects not previously removed by them and hold the Premises free of this Lease. No such re-entry or taking possession of the Premises by Landlord shall be construed as election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless such termination is decreed by a court of competent jurisdiction. Landlord may remove all persons and Personalty remaining in the Premises after possession of the Premises has lawfully been returned to Landlord shall be deemed abandoned by Tenant to Landlord. Landlord shall have the right to dispose of the Personalty in any manner Landlord deems appropriate. Tenant agrees to indemnify and hold Landlord harmless from any and all (i) costs and expenses incurred by Landlord for the removal or disposal of the abandoned Personalty, and (ii) claims by third parties for ownership, obligation, payment, debt, loss or damage to any item or items of Personalty so abandoned. The provisions of this Section shall survive the Expiration Date or earlier termination of this Lease;

(b) After such a dispossession or removal, (i) Landlord may re-let the Premises or any part or parts thereof, for a term or terms which may, at the option of Landlord, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) Tenant shall pay to Landlord any deficiency between the Rent due hereunder plus the reasonable costs and expenses incurred or paid by Landlord in terminating this Lease or in re-entering the Premises and in securing possession thereof, as well as the expenses of re-letting the Premises, including, without limitation, repairing, altering and preparing the Premises for new tenants, brokers' commissions, legal fees, and other expenses and concessions ("Default Costs"), and the amount of rents and other charges collected on account of the new lease or leases of the Premises which would otherwise have constituted the balance of the Term (not including any renewal periods, the commencement of which shall not have occurred prior to such dispossession or removal). Landlord reserves the right to bring actions or proceedings for the recovery of any deficits remaining unpaid without being obliged to await the end of the Term for a final determination of Tenant's account, and the commencement or maintenance of any one or more actions or proceedings shall not bar Landlord from bringing other or subsequent actions or proceedings for further accruals pursuant to the provisions of this Section. Any rent received by Landlord from such re-letting shall be applied first to the payment of any indebtedness (other than Rent due hereunder) of Tenant to Landlord; second, to the payment of any Default Costs; third, to the payment of Rent due and unpaid hereunder, and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it may come due and payable hereunder.

(c) If Landlord elects to terminate this Lease, Landlord shall be entitled to recover from Tenant, at Landlord's option, an amount calculated as of the date of such termination equal to the difference, if any, between: (i) the entire amount of the Rent which would become due and payable during the remainder of the Term, discounted to present value using a discount rate equal to the Interest Rate and (ii) the fair rental value of the Premises during the remainder of the Term (taking into account, among other factors, an assessment of future market conditions for the Premises, the probability of reletting the Premises for all or part of the remainder of the Term, the anticipated duration of the period the Premises will be unoccupied prior to reletting and the anticipated cost of reletting the Premises), also discounted to present value using a discount rate equal to the Interest Rate, to be due and payable immediately; it being understood and agreed that such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult or impossible to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable.

(d) Landlord agrees to use commercially reasonable efforts to mitigate any damages occasioned by Tenant's default. Tenant agrees that Landlord's duty to mitigate (i) shall arise only after Landlord regains possession of the Premises, (ii) shall be deemed satisfied if Landlord has used commercially reasonable efforts to relet the Premises, whether or not such efforts are successful, and (iii) shall not require Landlord to market the Premises ahead of other space which is vacant or about to become vacant in properties owned by Landlord or its affiliates within five (5) miles of the Premises.

(e) In the event Tenant fails to pay Rent for three (3) or more consecutive months during the Term, Landlord and their respective representatives, may enter the Premises at all times for the purpose of exhibiting same to prospective tenants.

(f) Payments of Rent not received by Landlord when due shall accrue interest at the Interest Rate from the date on which such payment as due until the date full payment (including accrued interest) is received by Landlord.

(g) In addition to the foregoing, if an Event of Default shall occur other than as to the payment of Rent, Landlord, in addition to any other right or remedy available at law or in equity, shall have the right, but not the obligation, to cure such failure. Notwithstanding the above, if, in Landlord's reasonable judgment, an emergency shall exist, Landlord may cure such Event of Default upon such Notice to Tenant as may be reasonable under the circumstances (and may be without any prior notice if the circumstances shall so require). If Landlord cures such failure, Tenant shall pay to Landlord on demand, as Additional Rent, the reasonable and necessary cost or amount thereof, together with interest thereon at the Interest Rate from the date of outlay of expense until payment.

(h) If there is a breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Lease, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach.

(i) The right to invoke the remedies set forth herein is cumulative and shall not preclude Landlord from invoking any other remedy allowed at law, in equity or otherwise.

ARTICLE 14 UNAVOIDABLE DELAYS, FORCE MAJEURE

With the exception of Tenant's obligation to pay Rent, if Landlord or Tenant shall be prevented or delayed from punctually performing any obligation or satisfying any condition under this Lease by any strike, lockout, labor dispute or other labor trouble, inability to obtain labor, materials or reasonable substitutes therefor, act of God, weather, soil conditions, site conditions, present or future governmental restrictions, regulation or control, governmental pre-emption or priorities or other conflicts in connection with a national or other public emergency or shortages of fuel, supply of labor resulting therefrom, insurrection, sabotage, fire or other casualty, or any other condition beyond the control of the party required to perform, other than unavailability of funds or financing (individually and collectively "Unavoidable Delays"), then the time to perform such obligation or satisfy such condition shall be extended by the delay caused by such event. If either party shall, as a result of an Unavoidable Delay, be unable to exercise any right or options within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration of such Unavoidable Delay. This Lease and the obligations of Tenant to pay Rent hereunder and perform all of the other covenants, agreements, terms, provisions and conditions hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease as a result of any Unavoidable Delay.

ARTICLE 15 NOTICES

(a) Unless specifically provided to the contrary in this Lease, any notices to be given under this Lease or pursuant to any law or governmental regulation (individually and collectively, a "Notice") by Landlord to Tenant or by Tenant to Landlord shall be in writing (whether or not expressly so provided) and delivered to the recipient at the respective addresses set forth in the Basic Provisions of this Lease, or, in the case of Notices to Tenant, to the Premises.

(b) Notices shall be deemed delivered and received upon (i) personal delivery; (ii) three (3) calendar days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after being sent by overnight express mail or nationally recognized courier service (e.g., Federal Express) to Landlord or Tenant, at the respective addresses set forth in the Basic Provisions of this Lease. Notices may be signed by the attorneys for the party on whose behalf the notice is sent. Changes in addresses shall be designated by written notice as provided in this Article.

ARTICLE 16 ACCESS

Landlord and any Fee Mortgagee and any lessor under any ground or underlying lease, and their respective representatives, may enter the Premises at all times, upon reasonable advance notice to Tenant, for the purposes of (a) responding to emergency situations, (b) inspection, (c) making Repairs, replacements or improvements in or to the Premises or the Building or equipment, (d) performing other obligations of Landlord or Tenant pursuant to this Lease, (e) complying with any Legal Requirements, (f) exercising any right reserved to Landlord by this Lease (including the right during the progress of any such Repairs, replacements or improvements or while performing work and furnishing materials in connection with the compliance with any such Legal Requirements to keep and store within the Premises all necessary materials, tools and equipment) or (g) during the period commencing twelve (12) months prior to the end of the Term, for the purpose of exhibiting same to prospective tenants. Nothing herein contained, however, shall be deemed to impose upon Landlord or any Fee Mortgagee or lessor, any obligation or liability whatsoever for the care, supervision or repair of the Premises or Building or any parts thereof other than as herein provided. If a representative of Tenant shall not be personally present to open and permit an entry into the Premises at any time when an entry shall be reasonably necessary or permissible hereunder, Landlord or its agents may enter by a master key or may, in case of emergency, forcibly enter without rendering Landlord or its agents liable therefor. Without incurring any liability to Tenant, Landlord may permit access to the Premises, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to, such access for the purpose of taking possession of, or removing, Tenant's property or for any other lawful purpose (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the Premises), or upon demand of any representative of the fire, police, building, sanitation or other department of Governmental Authorities.

ARTICLE 17 SIGNS

Tenant shall place no signs upon the Premises, Building or Complex except as permitted by Landlord in its sole discretion. Tenant acknowledges and agrees that Landlord may desire to have standardized signage and Tenant agrees to conform with such signage requirements.

ARTICLE 18 END OF TERM

Upon the expiration or other termination of the Term, Tenant shall surrender the Premises to Landlord. The Premises shall be delivered in substantially the same condition as on the Commencement Date, broom clean, in good order and condition, reasonable wear and tear excepted, and otherwise in accordance with the terms of this Lease. Any Rent which is payable to the Expiration Date or earlier termination of this Lease which is not then ascertainable shall be paid to Landlord when the same is determined. Any Personalty remaining in the Premises after possession of the Premises has been returned to Landlord shall be deemed abandoned by Tenant to Landlord. Landlord shall have the right to dispose of the Personalty in any manner Landlord deems appropriate. Tenant agrees to indemnify and hold Landlord harmless from any and all (i) costs and expenses incurred by Landlord for the removal or disposal of the abandoned Personalty, and (ii) claims by third parties for ownership, obligation, payment, debt, loss or damage to any item or items of Personalty so abandoned. The provisions of this Article shall survive the Expiration Date or earlier termination of this Lease.

ARTICLE 19 HOLDING OVER

Should Tenant hold over in possession after the Expiration Date, such holding over shall not be deemed to extend the Term or renew this Lease. Tenant agrees to indemnify and save Landlord harmless from and against all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding tenant founded on such delay. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Premises will be extremely substantial, will exceed the amount of the Rent and will be impossible to accurately measure. Tenant therefore agrees that if possession of the Premises is not surrendered to Landlord on the Expiration Date, in addition to any other rights and remedies Landlord may have hereunder or at law, and without in any manner limiting Landlord's right to demonstrate and collect any damages suffered by Landlord and arising from Tenant's failure to surrender the Premises as provided herein, Tenant shall pay to Landlord on account of use and occupancy of the Premises for each month during which Tenant holds over after the Expiration Date, a sum equal to one hundred seventy-five percent (175%) of the aggregate of that portion of the Rent which was payable under this Lease during the last month of the Term. Nothing herein shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or to limit in any manner Landlord's right to regain possession of the Premises through summary proceeding or otherwise, and no acceptance by Landlord of payments from Tenant after the Expiration Date shall be

deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Article. The provisions of this Article shall survive the Expiration Date.

ARTICLE 20 INDEMNITY

Section 20.1 Indemnity.

(a) Tenant shall not do or permit any act or thing to be done in or about the Complex which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of any Legal Requirement. Tenant shall exercise such control over the Premises as to fully protect Landlord against any such liability. Tenant shall indemnify and save the Landlord, the members comprising Landlord and its and their partners, shareholders, members, officers, directors, employees, agents and contractors (the "Indemnitees") harmless from and against (i) all claims of whatever nature against the Indemnitees arising from Tenant's occupancy of the Premises, or from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees or visitors (including, without limitation, statutory liability and liability under worker's compensation laws), (ii) all claims against the Indemnitees arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Premises, and (iii) any breach, violation or non-performance of any covenant, condition or agreement in this Lease which devolves upon Tenant.

(b) The foregoing indemnification shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 20.2 Defense. If any claim, action or proceeding is made or brought against Landlord, or any Indemnitees, which Tenant shall be obligated to indemnify against pursuant to the terms of this Lease, then, upon demand by Landlord, the Tenant, at its sole cost and expense, shall defend such claim, action or proceeding in the name of Landlord, if necessary, by such attorneys as Landlord shall approve, which approval shall not be unreasonably withheld. Attorneys for the Tenant's insurer are hereby deemed approved for purposes of this Section. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

ARTICLE 21 SUBORDINATION

Section 21.1 Fee Mortgage. Landlord shall have the right at any time during the Term to subject its interest in the Premises, the Building, the Complex and/or this Lease to any one or more mortgages on Landlord's interest therein ("Fee Mortgage") and to renew, modify, consolidate, replace, extend and/or refinance any such Fee Mortgage. Landlord shall be entitled to all of the proceeds from any such Fee Mortgage at any time effected pursuant hereto.

Section 21.2 Subordination. This Lease shall at all times be subordinate to any Fee Mortgage. The foregoing provisions shall be self-operative and no further instrument of subordination shall be required. If Landlord or any holder of any Fee Mortgage desires confirmation of such subordination, Tenant shall promptly execute, without charge therefor, any certificate that Landlord or the Fee Mortgagee may request, provided that such certificate does not modify the terms of this Lease.

Section 21.3 Attornment. Notwithstanding the provisions of Section 21.2, should any Fee Mortgagee require that this Lease be prior rather than subordinate to any such Fee Mortgage, Tenant shall, within ten (10) days after request therefor by Landlord or such Fee Mortgagee, and without charge therefor, execute a document effecting or acknowledging such priority, which document shall contain, at the option of such requesting party, an attornment to the Fee Mortgagee, or any person acquiring the interest of Landlord as a result of any foreclosure or the granting of a deed in lieu of foreclosure, as landlord, upon the then executory terms and conditions of this Lease for the remainder of the Term. If a Fee Mortgage is foreclosed or title to the Premises transferred to a Fee Mortgagee by deed in lieu of foreclosure, Tenant shall attorn to Landlord's successor.

ARTICLE 22 CERTIFICATES

On the request of either party, Landlord and Tenant shall execute, acknowledge and deliver to each other, within ten (10) days after request, a written instrument, duly executed and acknowledged, (i) certifying that this Lease has not been modified and is in full force and effect or, if there has been a modification, that this Lease is in full force and effect as modified, stating such modification, and that this Lease is the only lease between Landlord and Tenant affecting the Premises, (ii) specifying the dates to which Rent has been paid, (iii) stating whether or not, to the knowledge of the party executing such instrument, the other party hereto is in default and, if so, stating the nature of such default, (iv) stating whether or not there are then existing any credits, offsets or defenses against the enforcement of any provisions of this Lease, (v) stating the Commencement Date and the Expiration Date, (vi) stating which of any options to extend the Term have been exercised, (vii) stating that there are no actions, whether voluntary

or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof, and (viii) stating such further information with respect to the Lease or the Premises as may reasonably be requested. Any such certificate may be relied upon by any prospective purchaser of the Complex, the Building or the Premises (or any portion of any of the foregoing) or of the interest of Landlord in any part thereof, by any mortgagee or prospective mortgagee thereof, by a lessor or prospective lessor thereof, by any lessee or prospective lessee thereof, or by any prospective assignee of any mortgage thereof. The failure of Tenant to execute, acknowledge and deliver to Landlord a statement in accordance with the provisions of this Article within ten (10) days after request therefor shall constitute an acknowledgment by Tenant, which may be relied on by any person who would be entitled to rely upon any such statement, that such statement as submitted by Landlord is true and correct.

ARTICLE 23 PARKING SPACES; USE OF EXTERIOR AREAS

Section 23.1 Parking Spaces.

(a) Landlord shall make available for the use by Tenant and Tenant's employees during the initial Term: Tenant shall be provided with thirty-five (35) parking space in the North Garage and shall pay Landlord $50.00 per space per month, plus any applicable tax ("Parking Fees"). The Parking Fees may be increased by Landlord on not less than thirty (30) calendar days advance notice to Tenant. On ten (10) days' notice, Landlord shall have the right to relocate any of Tenant's parking space(s) from the North Garage to the Phase II Surface Parking as shown on Exhibit A attached hereto. Landlord shall also have the right to relocate any relocated spots back to the North Garage on ten (10) days' notice. Notwithstanding the foregoing, Tenant shall pay $50.00 per space per month regardless of where the parking spaces are located, subject to any increase in Parking Fees for the North Garage as provided above.

(b) Parking restrictions for the parking garage shall be as follows:

- Mondays through Fridays from 8:00 am to 6:00 pm
- Saturdays from 8:00 am to 1:00 pm.
- Excluding the following holidays:
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving
  - Christmas Day

(c) Landlord may restrict the hours of operation, issue parking permits, install a gate system and impose any other system as Landlord deems necessary for the use of the Parking Area. Tenant agrees that it and its employees shall comply with such rules and regulations governing use of the Parking Area as Landlord may from time to time prescribe.

(d) Tenant hereby acknowledges that Landlord has advised that it may not necessarily be the owner of the Parking Area as such is constituted from time to time. The actual owner of the Parking Area from time to time is hereinafter referred to as the "Parking Area Owner." The Landlord (together with the Parking Area Owner) reserves the right to change the Current Parking Area or any future Parking Area and may make any maintenance, repairs or alterations Landlord deems necessary to the Parking Area including, but, not limited to the erection of a multi-level parking deck in substitution for the current surface parking, and to temporarily revoke or modify the parking rights granted to Tenant hereunder to perform such maintenance, repairs or alterations, so long as Landlord provides Tenant with a reasonable alternative parking arrangement to the extent necessary to provide the parking spaces required by this Section and Landlord uses commercially reasonable efforts to minimize any material adverse impact on available parking resulting from any such repairs or alterations.

Section 23.2 Use of Exterior Areas.

(a) Tenant shall not use the access driveway, parking areas and loading platforms so as to interfere with the use by others of the access driveways, parking areas, other loading areas and the vehicular traffic in and out of the Complex.

(b) Except as specifically permitted under this Lease, Tenant shall have no right to use any part of the roof of the Building or the exterior Building walls.

(c) Tenant may not utilize any portion of the Complex outside of the Premises for storage of any kind.

ARTICLE 24 WAIVER PROVISIONS

Section 24.1 Waivers.

(a) Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, hereby waives any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after Tenant shall have been dispossessed by a judgment or by warrant of any court or judge; or any re-entry by Landlord; or any expiration or termination of this Lease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease.

(b) Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. It is further mutually agreed that if Landlord commences any summary proceedings for non-payment of any Rent, Tenant will not interpose any non-mandatory or non-compulsory counterclaim of whatever nature or description in any such proceeding.

Section 24.2 Non-Waiver.

(a) The failure of Landlord to insist upon strict performance of any of the terms, of this Lease shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No provision of this Lease shall be deemed waived by Landlord unless such waiver is granted in writing signed by Landlord.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due shall be deemed to be other than on account of the earliest Rent then due and payable unless Landlord, in its sole discretion, elects to apply such payment to a later installment of Rent. No endorsement or statement on any check, or letter accompanying any rent check or payment shall be deemed an accord and satisfaction, and Landlord may accept the same without prejudice to Landlord's right to recover any balance due or to pursue any other remedy in this Lease provided.

(c) No failure by Landlord to enforce any of the Rules and Regulations against Tenant and/or any other tenant or occupant of the Complex shall be deemed a waiver thereof.

(d) No receipt of money by Landlord from Tenant with knowledge of the breach of term of this Lease, or after the termination hereof, or after the service of any notice, or after the commencement of any suit, or after final judgment for possession of the Premises, shall be deemed a waiver of such breach, nor shall it reinstate, continue or extend the Term, or affect any such notice, demand or suit.

(e) No action or statement by Landlord or Landlord's agents shall constitute a cancellation, termination or modification of, or eviction or surrender under, this Lease, or a waiver of any covenant, condition or provision hereof, nor relieve Tenant of Tenant's obligation to pay Rent hereunder. Any acceptance of surrender, waiver or release by Landlord and any cancellation, termination or modification of this Lease must be in writing signed by Landlord or by Landlord's duly authorized representative. The delivery of keys to any employee or agent of Landlord shall operate as a surrender of possession of the Premises, but not as a termination of Tenant's obligations under this Lease.

ARTICLE 25 MISCELLANEOUS

Section 25.1 Rules and Regulations. Tenant shall comply with, and cause its employees, contractors, subtenants, licensees and business invitees to comply with, the Rules and Regulations. Landlord reserves the right from time to time to suspend, amend or supplement the Rules and Regulations and Tenant agrees to comply with all such Rules and Regulations upon notice of the same from Landlord. In the case of any conflict or inconsistency between the provisions of this Lease and any of the Rules and Regulations as originally promulgated or as changed, the provisions of this Lease shall control. Landlord agrees to make commercially reasonable efforts to enforce the Rules and Regulations against all tenants in the Complex in a consistent and non-discriminatory manner.

Section 25.2 Relationship of Parties. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant. Nothing contained herein shall in any way impose any liability upon the members, officers, partners or directors of Landlord.

Section 25.3 Recording. Neither Landlord nor Tenant shall record this Lease nor any memorandum, abstract or other form of this Lease.

Section 25.4 Captions. The captions, section numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles nor in any way affect this Lease.

Section 25.5 Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the State in which the Complex is located.

Section 25.6 Mechanics' Liens. Tenant shall not permit any notices of intention, notices of commencement or other similar pre-lien filing documents or any liens to stand against the Complex or any part thereof, by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Tenant or anyone occupying the Premises or any part thereof through or under Tenant. If any such document or lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within ten (10) days after receipt of Notice of the filing of same, by either payment, deposit or bond. If Tenant shall fail to discharge any such document or lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of such lien either by paying the amount claimed to be due, or such greater amount as is otherwise required pursuant to Legal Requirements, by deposit in court or bonding, and/or Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs and allowances. Any amount paid or deposited by Landlord for any of the aforesaid purposes, and all legal and other expenses of Landlord, including counsel fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the Interest Rate from the date of payment or deposit, shall become due and payable forthwith by Tenant to Landlord, or, at the option of Landlord, shall be payable by Tenant to Landlord as Additional Rent.

Section 25.7 Brokerage. Landlord and Tenant each represent that it dealt with no broker or brokers or other person in connection with the negotiation, execution and delivery of this Lease other than Broker. Landlord agrees to pay any commission due Broker in connection with this Lease pursuant to a separate agreement. Each party shall defend, indemnify and hold the other harmless from and against any claims or demands for any brokerage commissions, finder's fees and/or other compensation resulting from a breach by it of the foregoing representation.

Section 25.8 Limitation of Landlord's Liability; Authority.

(a) The term "Landlord" as used in this Lease means only the owner of the Premises for the time being, so that in the event of any sale of Landlord's interest in the Premises or in this Lease, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord with respect to the Premises, and it shall be deemed without further agreement between the parties and such purchaser(s) or assignee(s) that the purchaser or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder relating to the Premises.

(b) Except as the same may be attributable solely to the gross negligence or willful misconduct of the Landlord, its servants, agents, or employees, (i) all Personalty shall be kept at the sole risk of Tenant and Landlord shall not be considered the voluntary or involuntary bailee of same, (ii) Landlord shall bear no responsibility for damage or injury to Tenant or any of its officers, agents or employees or to any other persons or to any Personalty or to the business of the Tenant, or any interruption thereof.

(c) It is specifically understood and agreed that there shall be no personal liability on Landlord in respect to any of the covenants, conditions, or provisions of this Lease. If there is a breach or default by Landlord under this Lease, Tenant shall look solely to the equity of Landlord in the Building for the satisfaction of Tenant's claims, and to no other property or assets of Landlord. No constituent of Landlord including, without limitation, any agent, partner, member, shareholder, managing agent or otherwise shall be in any manner personally liable under this Lease.

Section 25.9 Attorneys' Fees. Should the Landlord institute any action or proceeding in court, or otherwise, to enforce any provision hereof, or for damages or for declaratory or other relief hereunder, the Landlord shall be entitled to receive from the Tenant, in addition to court costs, it's reasonable attorneys' fees including but not limited to any post judgement attorney's fees or costs associated with collecting upon any judgement, and said amount may be made a part of the judgment against the losing party.

Section 25.10 Arbitration. In any case where this Lease provides for the settlement of a dispute by arbitration, said arbitration shall under the auspices of the American Arbitration Association. The rules of the American Arbitration Association from time to time in effect shall apply (to the extent appropriate). Any award shall be enforceable by proper proceedings in any court having jurisdiction. The arbitrator, regardless of how appointed, may determine how the expenses of the arbitration, including reasonable attorney's fees, and disbursements of the successful party, shall be borne as between Landlord and Tenant. Nothing in this Section shall preclude Landlord or Tenant from exercising their rights to make payments or perform any work to cure alleged defaults prior to or during the course of arbitration, if any delay in complying with any requirements of this Lease by Landlord or Tenant might subject the other to any fine or penalty, or to prosecution for a crime, or if it would constitute a default by Landlord under any mortgage.

Section 25.11 Non-Binding Until Executed. This Lease is offered for signature by Tenant and it is understood that this Lease shall not be binding upon Landlord or Tenant unless and until Landlord and Tenant shall have executed and unconditionally delivered a fully executed copy of this Lease to each other. The acceptance by Landlord of the Security shall not render this Lease effective unless and until Landlord shall have executed and delivered to Tenant a fully executed copy of this Lease.

Section 25.12 No Claim for Damages. Tenant hereby waives any claim against Landlord which Tenant may have based upon any assertion that Landlord has unreasonably withheld or delayed any consent or approval requested by Tenant, and Tenant agrees that its sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment. If there is a determination that such consent or approval has been withheld or delayed unreasonably, the requested consent or approval shall be deemed to have been granted; however, Landlord shall have no liability to Tenant for its refusal or failure to give such consent or approval.

Section 25.13 Independent Covenants. Tenant agrees that Tenant's covenants and obligations under this Lease ("Tenant's Obligations") shall be independent of Landlord's covenants and obligations under this Lease ("Landlord's Obligations") and that each such covenant and obligation is independent of any other covenant or obligation. Landlord's breach or non-performance of any of Landlord's Obligations shall not excuse Tenant of Tenant's Obligations, and shall not be the basis for any defense, of any kind or nature whatsoever, to any suit by Landlord for Tenant's breach or non-performance of any of Tenant's Obligations (including, without limitation, Tenant's failure to pay Rent). It is the express agreement of Landlord and Tenant that all payments of Base Rent and Additional Rent due under this Lease are absolutely and unconditionally due at the time set forth herein, without any right of set-off or deduction of any kind or nature whatsoever except as expressly provided to the contrary in this Lease.

Section 25.14 Interpretation. No provision of this Lease shall be construed against or interpreted to the disadvantage of either Landlord or Tenant by any court or other governmental or judicial authority by reason of either Landlord or Tenant having or being deemed to have drafted, structured or dictated such provision.

Section 25.15 Entire Agreement. This Lease contains the entire agreement of the parties hereto and supersedes all other agreements or understandings between them, whether oral or otherwise, and all such other agreements are merged herein. No modification, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 25.16 Binding Effect. The covenants and conditions of this Lease shall inure to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. It is understood and agreed, however, that the Landlord's Obligations shall not be binding upon Landlord herein named with respect to any period subsequent to the transfer of its interest in the Building or Complex, that in the event of such transfer said covenants and obligations shall thereafter be binding upon each transferee of such interest of Landlord herein named, but only with respect to the period ending with a subsequent transfer of such interest, and that a lease of the entire interest shall be deemed a transfer within the meaning of this Section.

Section 25.17 Severability. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 25.18 Relocation. Landlord hereby reserves the right, at its sole expense and on at least thirty (30) days' prior written Notice, to require Tenant to move from the Premises to other space within the Complex. The relocated space shall be of comparable size and decor. If Tenant is relocated pursuant to the provisions of this Section, Landlord will pay (i) all reasonable, documented expenses of preparing and decorating the relocated space so that it will be substantially similar to the Premises from which the Tenant is moving, and (ii) the reasonable, documented expenses of moving Tenant's furniture and equipment to the relocated space.

Section 25.19 Patriot Act. Landlord and Tenant each represents and warrants to the other that, to their knowledge: (i) they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and (ii) they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation

Section 25.20 Confidentiality. Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for the Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. Notwithstanding the foregoing, Landlord recognizes that pursuant to securities laws and regulations applicable to Tenant's parent entity AxoGen Inc. as a publicly-traded company on the NASDAQ securities exchange, AxoGen Inc. is required to disclose a summary of the terms of this Lease in its annual and quarterly securities filings (e.g., Forms 10-K, 10-Q and 8-K); Tenant shall forward a draft of such Lease disclosure ("Lease Disclosure") to Landlord for Landlord's prior written approval not to be unreasonably withheld, delayed or conditioned. Landlord's approval of such Lease Disclosure shall be considered an approval for each securities filing in which the Lease Disclosure is required to be included unless the terms identified in the Lease Disclosure have changed ("Amended Lease Disclosure"), in which case Tenant shall seek approval from Landlord of such Amended Lease Disclosure, such approval not to be unreasonably withheld, delayed or conditioned. The consent by the Landlord to any disclosures shall not be deemed to be a waiver on the part of the Landlord of any prohibition against any future disclosure.

Section 25.21 Signatures. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument. Fax and PDF signatures shall be deemed originals for all purposes.

Section 25.22 Radon Disclosure. Pursuant to Florida Statutes Section 404.056[5], the following disclosure is required by law: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. Landlord makes no representation to Tenant concerning the presence or absence of radon gas in the Premises or the Building at any time or in any quantity. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in the Premises or the Building.

IN WITNESS WHEREOF, the parties have this day set their hands and seals.

Signed, Sealed and Delivered
In the presence of:

/s/signature
Landlord witness #1

/s/signature
Landlord witness #2

ASHLEY AVENUE ASSOCIATES I, LLC
By:Denholtz Management Corp., Authorized Signatory

By:/s/Stephen Cassidy
Name: Stephen Cassidy
Title: President

AXOGEN CORPORATION

/s/John Glueck
Tenant witness #1

/s/ Angie Wooden
Tenant witness #2

By:/s/ Karen Zaderej
Name: Karen Zaderej
Title: Chairman, CEO & President

EXHIBIT A

Site Plan

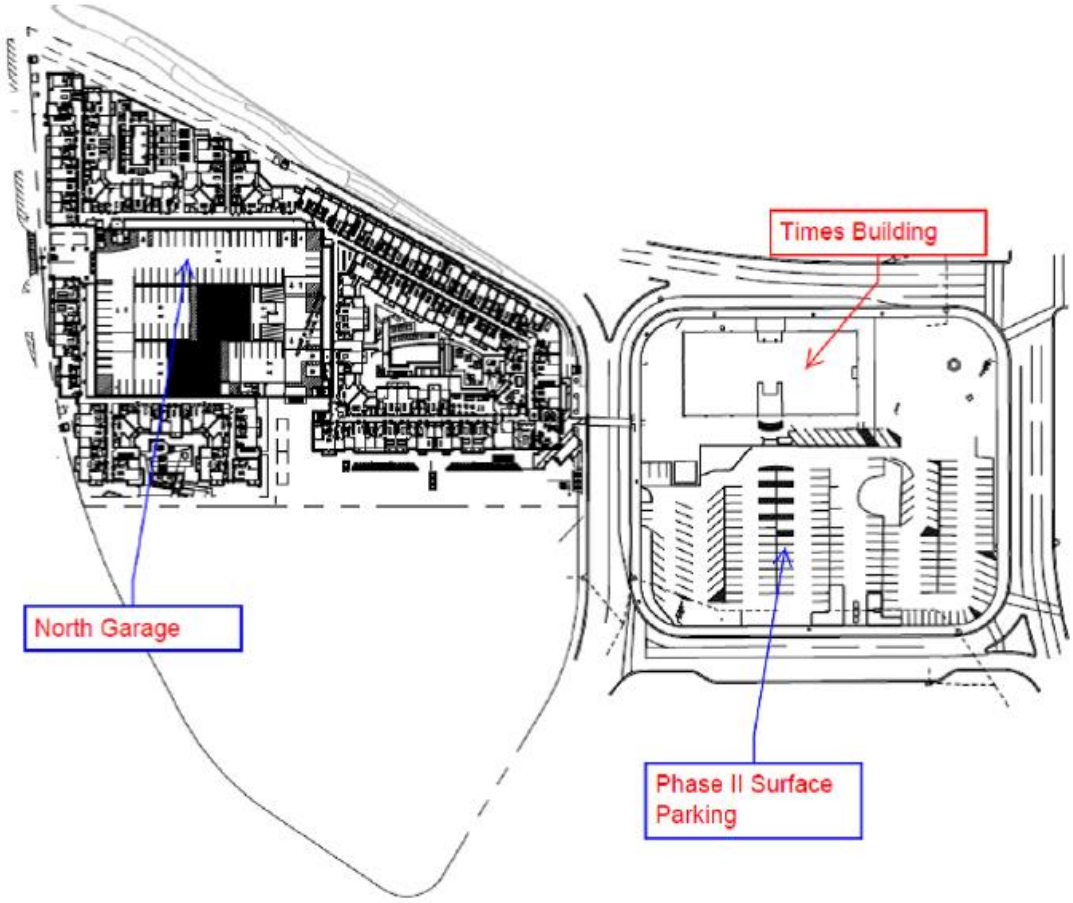

EXHIBIT B

Floor Plan

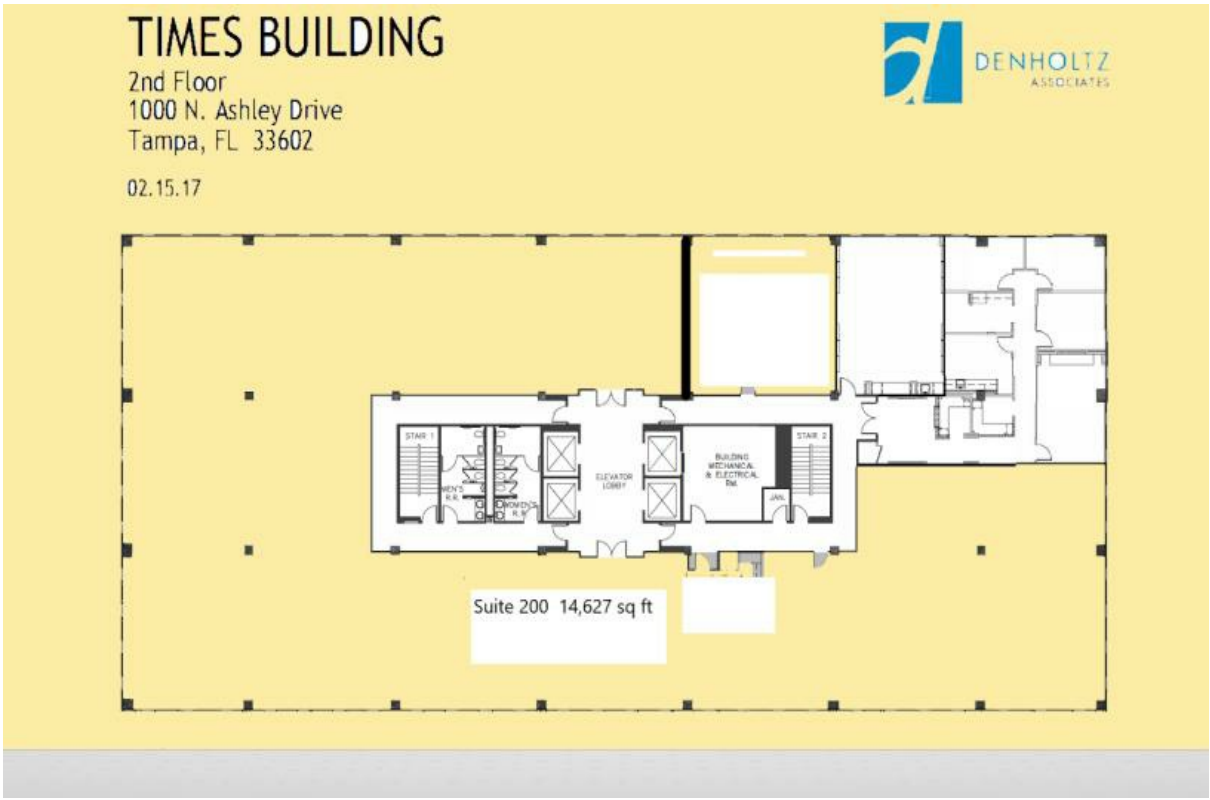

EXHIBIT C

Rules and Regulations

1. Tenant, its employees, agents, servants, visitors, licensees and invitees shall not:

(a) obstruct or permit the obstruction of the sidewalks, entry passages, halls, stairways or elevators, or use the same in any way other than as a means of passage to and from the Premises

(b) damage or defile any part of the interior or exterior of the Building;

(c) place anything on the outside of the Building;

(d) interfere with the heating or cooling systems;

(e) use any electrical heating device;

(f) use or permit the use of alcoholic beverages or tobacco, except as may be otherwise specifically permitted;

(g) give its employees or other persons permission to go on the roof of the Building;

(h) place door mats in public corridors,

(i) burn any papers, trash or garbage of any kind,

(j) cause or allow any use generally deemed to be obnoxious or a nuisance, make or allow any unusual or extraordinary lights, sounds, noises or music, or permit any unusual or strong odors.

2. The Premises shall not be used for lodging, cooking or sleeping, except the use of a microwave shall be permitted.

3. The maximum number of occupants permitted in the Premises shall not exceed that permitted by the applicable Legal Requirements.

4. No lock or locks shall be placed by Tenant on any door in the Building (including the Premises), without the prior written consent of Landlord. Tenant, its agents and employees shall not change any lock. All keys to doors and rest rooms shall be returned to Landlord on or before the termination of the Lease, and Tenant shall pay for any lost keys.

5. All trash and garbage shall be stored in appropriate receptacles and in such manner so as not to create or permit any health hazard or fire hazard. Tenant shall comply with all recycling requirements.

6. No vehicles or animals of any kind shall be brought into or kept in or about the Premises, except service animals. Bicycles may be brought into the Premises, but shall not be left in front of the Building, except in provided bicycle racks.

7. Canvassing and soliciting in the Building are prohibited, and Tenant shall cooperate to prevent the same.

8. Landlord reserves to itself any and all rights not granted to Tenant and shall have the following additional rights:

(a) to change the name and/or street address of the Building and the arrangement and/or location of entrances, passageways, doors, doorways, corridors, elevators, stairs or other public parts of the Building;

(b) to install and maintain a sign or signs on the exterior of the Building;

(c) to grant to anyone the exclusive right to conduct any particular business or undertaking in the Building;

(d) to make such other and further reasonable Rules and Regulations, as in the reasonable judgment of Landlord, may from time to time be necessary and/or appropriate for the safety, appearance, care and cleanliness of the Building and for the preservation of good order therein. Landlord shall not be responsible to Tenant for any violation of Rules and Regulations by any other tenants.

EXHIBIT D

LANDLORD'S WORK

1. Landlord shall, at no additional cost to Tenant, provide Tenant with all of the items provided below. In the event that Tenant requests additional work or requests an upgrade in the quality of any of the items ("Change Order"), then Tenant shall pay for the additional work upon demand. Upon substantial completion of the Landlord's Work, which shall be deemed achieved notwithstanding the fact that in the Landlord's reasonable opinion, minor or insubstantial details of construction, mechanical adjustment, or decoration remain to be performed, the non-completion of which does not materially interfere with Tenant's use of the Premises, and at such time as Landlord obtains a Certificate of Occupancy, Certificate of Completion, Certificate of Continued Occupancy or the required equivalent of any of them, Landlord shall deliver, and Tenant shall accept, possession of the Premises.

- Floor Coverings - Patch and repair floor for installation of carpet. Supply and install Building Standard carpet and/or Building Standard VCT. Glue down installation. Supply and install Building Standard vinyl cove base.
- Signage - One building standard sign for the demised premises and one strip on the building directory.

EXCLUSIONS

Voice and Data - The Landlord shall not be responsible for the installation, service or maintenance of the Tenants Voice/Data system.

Furniture - The Landlord shall not be responsible for the movement of furniture for the purpose of installing carpeting or painting.

2. Change Orders. Landlord shall be entitled to a construction management fee in an amount equal to five percent (5%) of the Change Order costs (the "Fee"). Tenant shall pay the Fee to Landlord within ten (10) days following Landlord's delivery of an invoice to Tenant. For clarity, the Fee shall not be charged for any Alterations.

3. Tenant may request a pre-possession "walk through" of the Premises with a representative of the Landlord. If a walk through is requested by Tenant, Tenant and Landlord's representative shall prepare a mutually agreed upon punchlist of Landlord's Work that is incomplete or in need of repair, which punchlist shall be signed by Tenant and shall be conclusive and final. Landlord shall complete or correct all punchlist items within a reasonable time after Tenant takes possession of the Premises.

4. (a) "Tenant Delay" means any actual delay in the completion of the Landlord's Work that may arise as a result of: (i) Tenant's failure to submit any plans and/or specifications, supply information, approve plans, specifications or estimates, or give authorizations within the time specified; (ii) any change requested by Tenant which is made after notification to Tenant that a change will delay completion of the construction; (iii) extra time required to obtain any "long lead" items specified by Tenant; (iv) Tenant's failure to allow Landlord, or its agents, access to the Premises; (v) Tenant's interference, or failure to cooperate, with Landlord's completion of the Landlord's Work (vi) work, other than Landlord's Work, being performed in the Premises by, or at the request of, Tenant; or (vii) delay that is otherwise the direct result of the act(s) or omission(s) of Tenant, its agents, servants or employees. For purposes of this section, an item shall be considered a "long-lead" item if Landlord notifies Tenant within ten (10) business days after receipt of Tenant's approved construction drawings that such item is not readily available or readily installable after the same is requested by Tenant. Landlord shall not be responsible for any delays in the time for completion of construction resulting from Tenant's Delay.

(b) If Landlord determines that a change proposed by Tenant will cause a Tenant Delay, Landlord shall notify Tenant of the estimated length of delay caused by Tenant's request. Tenant shall advise Landlord within two (2) business days after receipt of such notice as to whether Landlord shall proceed with requested change, modification or alteration. Landlord shall not make the requested change without Tenant's approval of any proposed time extension. Each day beyond the permitted response time by Tenant shall be a day of Tenant Delay.

(c) If Landlord determines that a Tenant Delay exists, Landlord shall so notify Tenant in writing. Any obligation of Landlord to perform Landlord's Work within a certain time period set out in this Lease which is contingent upon completion of Landlord's Work shall be extended by one (1) day for each day of Tenant Delay, beginning on the date Tenant receives notice of the Tenant Delay. If any Tenant Delay continues for a period of five (5) or more calendar days, Tenant shall pay Landlord, as Additional Rent, the Rent at the rate of the monthly Rent in effect as of Lease Month 1 for each day until the Tenant Delay ends to compensate Landlord for the losses incurred by Landlord.

EXHIBIT E

TERMINATION OPTION

(a) Tenant shall have the right to cancel and terminate this Lease (the "Termination Option") on last day of the eighteenth (18th) Lease Month only (the "Termination Date") provided, as conditions of the exercise of the Termination Option, that (i) Tenant gives at least four (4) months' irrevocable advance written notice to Landlord of the exercise of the Termination Option ("Termination Notice"), TIME BEING OF THE ESSENCE AS TO SUCH NOTICE AND TERMINATION; and (ii) Tenant pays a termination fee to Landlord (the "Termination Fee"), contemporaneously with Tenant's delivery of the Termination Notice, in the amount of $32,687.22 (calculated as one (1) months Base Rent).

(b) The Termination Option shall be voidable by Landlord if one or more of the following conditions occur: (i) the Termination Notice is not received by Landlord on a timely basis; (ii) the Termination Fee is not received by Landlord on a timely basis; (iii) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises; or (iv) subsequent to Landlord's receipt of the Termination Notice and prior to the Termination Date an Event of Default occurs and remains uncured.

(c) Should Tenant exercise the Termination Option, Tenant agrees to: (i) continue to perform all of the terms and conditions of the Lease through and including the Termination Date; (ii) enter into a surrender agreement effective as of the Termination Date or, at Landlord's option, consent to the entry of judgment immediately awarding possession of the Demised Premises to Landlord with enforcement of said judgment stayed by its terms until the Termination Date; and (iii) on or before the Termination Date, actually vacate the Premises broom clean and in good order and repair, free and clear of liens, encumbrances and tenancies of any kind and as otherwise required at the end of the term under the Lease.

EXHIBIT F

TENANT CONTACT FORM

Building: 100 N. Ashley Ave. Tampa 33602 Suite: 200

Name of Business: AxoGen Corporation

AUTHORIZED TENANT CONTACT(S)
(Tenant information for service requests and after hour emergencies)

Primary Contact Name: Nathaniel Long

Telephone: (386) 462-6800 Cell: (352) 332-9470

E-Mail Address: nlong@axogeninc.com

Secondary Contact Name: John Glueck

Telephone: (352) 317-6885 Cell: same

E-Mail Address: jglueck@axogeninc.com

BILLING INFORMATION
(Rent bills will be sent to this address)

Contact Name: David Hansen, VP Finance

Telephone: (386) 462-6817 Cell: 352-278-1334

Street Address: 13631 Progress Blvd., Suite 400

City: Alachua State: FL Zip Code: 32615

E-Mail Address: dhansen@axogeninc.com

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), effective as of October 29, 2018, is made by and between AXOGEN CORPORATION, a Delaware corporation ("AXOGEN" or "Employer"), and Isabelle Billet ("Employee") (collectively, the "Parties").

RECITALS:

A. WHEREAS, AXOGEN believes it is in its best interest to employ Employee, and Employee desires to be employed by AXOGEN; and

B. WHEREAS, AXOGEN and Employee desire to set forth the terms and conditions on which Employee shall be employed by and perform duties on behalf of AXOGEN.

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by this Agreement, the Parties to this Agreement, intending to be legally bound, agree as follows:

1. Employment. AXOGEN hereby employs Employee, and Employee hereby accepts such employment, beginning October 29, 2018, all upon the terms and conditions set forth in this Agreement, including those set forth in the attached Schedules and Exhibits.

(a) Duties of Employee. The duties of Employee are set forth on Schedule 1 of this Agreement, which is attached hereto and incorporated herein by reference.

(b) Compensation and Benefits. The compensation and benefits to which Employee may be entitled pursuant to this Agreement are set forth on Schedule 2 of this Agreement, which is attached hereto and incorporated herein by reference.

2. Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation Agreement. Contemporaneously with the execution and delivery of this Agreement, Employee shall enter into a Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation attached hereto as Exhibit "A" to this Agreement which shall be incorporated herein by reference.

3. Termination.

(a) At-will. Either AXOGEN or Employee may terminate this Agreement at any time during the course of Employee's employment and for any reason, upon giving written notice to the other party. Employer shall have no further liability or obligation to Employee other than to pay for services rendered through Employee's last date of employment. If Employee elects to terminate this Agreement and provides Employer with any notice period prior to the date of termination, Employer may elect to terminate this Agreement immediately thereon and incur no further obligation to Employee other than for wages worked through the date of termination of this Agreement. It is the intention of the Parties that at all times this shall be an at-will employment relationship during the course of Employee's employment with Employer. Nothing contained in this Agreement shall be deemed or construed to create a contractual relationship between the Parties for a specific duration of time.

(b) Death. In the event of the death of the Employee, this Agreement shall terminate on the date of Employee's death, without any liability to or upon the Employer other than to pay for services rendered prior to the date of the Employee's death.

(c) Permanent Disability. For purposes of this Agreement, the term "Permanent Disability" shall mean a physical or mental incapacity of Employee, which renders Employee unable to perform Employee's duties pursuant to this Agreement, and which shall continue for ninety (90) consecutive days or one hundred and eighty (180) days during any twelve-month period. If AXOGEN or Employee terminates Employee's employment by reason of Permanent Disability of Employee, this Agreement shall terminate immediately upon written notice by AXOGEN to Employee, or the date Employee gives notice to terminate employment to AXOGEN, without any liability to or upon the Employer other than to pay for services rendered through the termination date.

4. Change in Control.

(a) Definition. For the purposes of this Agreement, a "Change in Control" shall mean the occurrence of any of the following events:

(i) any "person" (as that term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act")), who holds less than twenty percent (20%) of the combined voting power of the securities of AXOGEN or its parent company AxoGen, Inc. ("INC."), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of AXOGEN or INC. representing fifty percent (50%) or more of the combined voting power of the securities of either AXOGEN or INC. then outstanding; or

(ii) during any period of twenty-four (24) consecutive months, individuals, who, at the beginning of such period constitute all members of the Board of Directors of INC. (the "Board") and cease, for any reason, to constitute at least a majority of the Board, unless the election of each director who was not a director at the beginning of the period was either nominated for election by, or approved by a vote of, at least two-thirds of the directors then still in office who were directors at the beginning of the period; or

(iii) AXOGEN or INC. consolidates or merges with another company, and AXOGEN or INC. is not the continuing or surviving corporation, provided, however, that any consolidation or merger whereby INC. continues as the majority holder of AXOGEN securities or a merger or consolidation of AXOGEN and INC. will not constitute a Change in Control; or

(iv) shares of AXOGEN's or INC.'s common stock are converted into cash, securities, or other property, other than by a merger of AXOGEN or INC., pursuant to Section 5(a)(iii), in which the holders of AXOGEN's or INC.'s common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation as immediately after the merger; or

(v) AXOGEN or INC. sells, leases, exchanges, or otherwise transfers all, or substantially all, of its assets (in one transaction or in a series of related transactions), provided, however, that any such transaction related to AXOGEN whereby INC. continues as the majority holder of AXOGEN securities or INC. is the sole other party to the transaction, will not constitute a Change in Control; or

(vi) the holders of AXOGEN's or INC.'s stock approve a plan or proposal for the liquidation or dissolution of AXOGEN or INC.

(b) Severance.

(i) Termination in Connection with a Change of Control. In the event of Employee's termination of employment by AXOGEN without Substantial Cause (as defined below) upon or within one hundred and eighty (180) days following a Change in Control or by Employee for Good Reason (as defined below), Employee will be entitled to a severance payment consisting of: (A) twelve (12) months of Employee's base salary; and (B) an amount equal to any bonuses paid to Employee during the twelve (12) month period prior to Employee's termination of employment. For purposes of this Agreement, "Substantial Cause" means:

(A) the commission by Employee of any act of fraud, theft, or embezzlement;
(B) any material breach by Employee of this Agreement, provided that AXOGEN shall have first delivered to Employee written notice of the alleged breach, specifying the exact nature of the breach in detail, and provided, further, that Employee shall have failed to cure or substantially mitigate such breach within ten (10) days after receiving such written notice; provided, however, that if such breach is not susceptible of cure or substantial mitigation within ten (10) days, Employee shall have a reasonable time thereafter to cure or substantially mitigate such breach;
(C) a commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor involving moral turpitude;
(D) material failure to adhere to AXOGEN's or INC.'s corporate codes, policies or procedures which do not violate any applicable Federal, state or local law and have been adopted in good faith for a valid business purpose as in effect from time to time; or
(E) failure to meet reasonable performance standards as established by AXOGEN or INC.

For purposes of this Agreement, "Good Reason" shall mean Employee's resignation from employment upon or within ninety (90) days following a Change of Control, if AXOGEN or INC. is not the surviving entity, provided that Substantial Cause for termination of Employee's employment does not exist at the time of such resignation and the resignation is the result of the occurrence of any one or more of the following:

a) the assignment to Employee of any duties inconsistent in any respect with her position (including status, offices, titles, and reporting requirements), authorities, duties, or other responsibilities as in effect immediately prior to the Change in Control of Employer or INC. or any other action of Employer or INC. which results in a diminishment in such position, authority, duties, or responsibilities, other than an insubstantial and inadvertent action which is remedied by Employer or INC. promptly after receipt of notice thereof given by Employee;

b) a reduction by AXOGEN in Employee's base salary as in effect on the date hereof and as the same shall be increased from time to time hereafter;

c) the failure by AXOGEN to (i) continue in effect any material compensation or benefit plan, program, policy or practice in which Employee was participating at the time of the Change in Control of Employer or INC. or (ii) provide Employee with compensation and benefits at least equal (in terms of benefit levels and/or reward opportunities) to those provided for under each employee benefit plan, program, policy and practice as in effect immediately prior to the Change in Control of Employer or INC. (or as in effect following the Change in Control of Employer or INC., if greater).

(ii) Termination not in Connection with a Change of Control. In the event of Employee's termination of employment by AXOGEN without Substantial Cause prior to a Change of Control, Employee shall be entitled to a severance payment consisting of: (A) twelve (12) months of Employee's base salary; and (B) an amount equal to any bonuses paid to Employee during the twelve (12) month period prior to Employee's termination of employment. Notwithstanding anything to the contrary contained in this Section 5(b)(ii), no severance payment will be owed to Employee if Employee is terminated by AXOGEN (with or without cause) within nine months of the first date of Employees employment with AXOGEN.

(c) Payment of Severance. As a condition of receiving any severance under this section 5, Employee must sign (and not revoke) a reasonable, commercially standard separation, waiver and release agreement (to be prepared by Employer at the time of Employee's termination containing legal terms ,but not negotiated terms related to settlement payments or other monetary provisions, consistent (consistent being defined as at least two other severance agreements for AxoGen officers entered into with 3 years of each other) with other severance agreements) of all claims (known and unknown) against Employer and INC. arising out of or relating to her employment with Employer or termination thereof, excluding claims for severance under this section 5, as well as any other terms and conditions required by Employer. Payment of any severance for Employee will be made in a lump sum on the first payroll date following the 60th day following the date of Employee's termination of employment. Notwithstanding the foregoing, if the Employee is a "specified employee" on Employee's termination date, the postponement provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), as described in Section 8(n) below, shall apply, if applicable.

So long as Employer or INC. is subject to federal COBRA and Employee timely elects continuation coverage under COBRA, Employer or INC. shall pay the premiums for the Employee and her covered dependent's COBRA (i) for the first twelve (12) months of the COBRA continuation period, or (ii) until such time as the Employee obtains new employment that provides reasonable and comparable health care coverage (including without limitation, coverage of dependents), whichever period is shorter. Employee has the duty to immediately notify the applicable entity, in writing, if the event in (ii) above occurs.

5. Surrender of Records and all Employer and INC. Property. Upon the termination of Employee's employment for any reason, whether by AXOGEN or Employee, Employee agrees to return to AXOGEN and INC., in good condition reasonable wear and tear excepted, (i) any and all equipment belonging to AXOGEN or INC. including, without limitation, computers, cell phones, and personal digital assistants, and (ii) any and all data, computer files, customer lists and contact information, documents and other materials in Employee's possession, or removed by Employee from AXOGEN's or

INC.'s premises, whether now in Employee's possession or not, which materials were obtained in connection with Employee's employment with AXOGEN, including any and all copies (whether complete or partial) and extracts thereof, and (iii) any and all other AXOGEN property or Confidential Information and materials as they are defined in Employee's Invention Assignment and Confidentiality Agreement, in the Employee's control or possession.

6. Miscellaneous Provisions.

(a) Amendments to this Agreement only in Writing. The provisions of this Agreement and the attached Schedules and Exhibits shall only be amended, supplemented, or waived by a written agreement executed by both a duly authorized officer of AXOGEN and Employee.

(b) Assignments. Employee shall not assign Employee's rights and/or obligations pursuant to this Agreement or the attached Schedules and Exhibits. AXOGEN may assign its rights and/or obligations pursuant to this Agreement and the attached Schedules and Exhibits at any time without prior notice to Employee. In the event of a Change of Control in which AXOGEN or INC. is not the surviving entity, any reference to AXOGEN or INC. shall be deemed to refer to the surviving entity.

(c) Binding Effect. All of the terms and provisions of this Agreement and the attached Schedules and Exhibits, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

(d) The Provisions of this Agreement are Severable. If any part of this Agreement, or any of the Schedules or Exhibits entered into pursuant to this Agreement, is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement and its Schedules and Exhibits shall not be so invalidated, and shall be given full force and effect so far as possible.

(e) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 1 through 6 shall survive and remain in effect beyond the execution and delivery of this Agreement in accordance with their respective terms of duration.

(f) Waivers. The failure or delay of AXOGEN at any time to require performance by Employee of any provision of this Agreement or the attached Schedules and Exhibits, even if known, shall not affect the right of AXOGEN to require performance of that provision or to exercise any right, power or remedy pursuant to this Agreement or the attached Schedules and Exhibits. Any waiver by AXOGEN of any breach of any provision of this Agreement or the attached Schedules and Exhibits shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy pursuant to this Agreement or the attached Schedules and Exhibits.

(g) Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (i) hand-delivered by messenger or courier service; (ii) sent by an overnight-mail service (e.g. FedX or UPS); or (iii) mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested, and addressed to:

If to Employee:

Employee's most current address on file with AXOGEN.

If to AXOGEN:
AXOGEN Corporation
13631 Progress Blvd., Ste. 400
Alachua, FL 32615 Attn: CEO

With a copy to: AXOGEN Corporation
13631 Progress Blvd., Ste. 400
Alachua, FL 32615
Attn: Human Resources

or to such other address as any party may designate by written notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered, if by personal delivery, or (b) on the date upon which the return receipt is signed, delivery is refused, or the notice is designated by

the postal authorities as not deliverable, as the case may be, if mailed.

(h) Governing Law. This Agreement and the attached Schedules and Exhibits and all transactions contemplated by this Agreement or the attached Schedules and Exhibits shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of laws.

(i) Jurisdiction and Venue. The Parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement and the attached Schedules and Exhibits occurred, or shall occur, in Alachua County, Florida, and the Parties irrevocably and unconditionally (a) agree that any suit, action or legal proceeding arising out of, or relating to, this Agreement or the attached Schedules and Exhibits shall be brought in the courts of record of the State of Florida in Alachua County, or the United States District Court, Northern District of Florida, Gainesville Division; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; (c) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agree that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

(j) Remedies Available to Either Party Cumulative. No remedy conferred upon any party pursuant to this Agreement (or the attached Schedules and Exhibits) is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement (or the attached Schedules and Exhibits) now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement (or the attached Schedules and Exhibits) shall preclude any other or further exercise of such right, power or remedy.

(k) Entire Agreement. This Agreement and the attached Schedules and Exhibits represents the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

(l) Section and Paragraph Headings. Section and paragraph headings used throughout this Agreement and the attached Schedules and Exhibits are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or the attached Schedules and Exhibits.

(m) Preparation of Agreement. This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The Parties acknowledge that each party contributed to its negotiations and is equally responsible for its preparation.

(n) Section 409A of the Code. Notwithstanding any provision of this Agreement to the contrary, this Agreement is intended to meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") to the extent applicable, the Parties intend to administer this Agreement in a manner that is consistent with those requirements or an exception thereto, and this Agreement shall be construed and interpreted in accordance with such intent. Any payments that are considered deferred compensation under Section 409A of the Code and that are paid to a "specified employee" (as defined in Section 409A of the Code) upon separation from service shall be subject to a six (6) month delay, if required by Section 409A of the Code. If required by Section 409A of the Code, any amounts otherwise payable during the six (6) month period that commences on and follows the Employee's termination date shall be paid in one lump sum amount on the first payroll date following the six (6) month period following the Employee date of termination (or within thirty (30) days of the Employee's death, if earlier). For purposes of Section 409A of the Code, all payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" (within the meaning of such term under Section 409A of the Code). Each payment made under this Agreement shall be treated as a separate payment. In no event shall the Employee, directly or indirectly, designate the calendar year of a payment. All reimbursements under this Agreement shall be provided in a manner that complies with Section 409A of the Code, if applicable. If required by regulations or other guidance issued under Section 409A of the Code or a court of competent jurisdiction, the provisions regarding payments hereunder shall be amended

to provide for such payments to be made at the time allowed under such regulations, guidance or authority that most closely achieves the intent of this Agreement.

(o) Liability Insurance. AXOGEN shall cover, at its sole cost and expense, the Employee under directors and officers liability insurance both during the term of this Agreement and for the one year period following the termination of this Agreement, in the same amount and to the same extent as AXOGEN covers its officers and directors.

[Signature Page Follows]

EMPLOYEE AND AXOGEN have executed this Agreement as of the 29 day of October 2018.

AXOGEN CORPORATION

/s/ Karen Zaderej
Name: Karen Zaderej
Title: Chairman, CEO and President

EMPLOYEE:

/s/Isabelle Billet
Isabelle Billet

SCHEDULE AND EXHIBIT LIST

Schedule 1 Duties of Employee

Schedule 2 Compensation and Benefits

Exhibit A - CONFIDENTIALITY, INTELLECTUAL PROPERTY,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

SCHEDULE 1
DUTIES OF EMPLOYEE

The duties of Employee with AXOGEN CORPORATION ("AXOGEN" or "Employer") are as follows:

1. Employee's Title: AXOGEN hereby employs Employee as Chief Strategy and Business Development Officer, which title may change at AXOGEN's discretion.

2. Employee's Duties: During employment with AXOGEN, Employee's duties will include, without limitation, the following:

(a) Description of Duties. Employee shall perform all duties in connection with Employee's position, or as otherwise designated by AXOGEN, including, without limitation, the following duties:

- Lead the development of the strategic plan and growth strategies while facilitating the development, prioritization and alignment of the organization on the portfolio of strategic initiatives, new products and new market opportunities needed to achieve growth, profitability and competitive position goals.
- Drive selected strategic initiatives such as the assessment and execution of new business models.
- Propose appropriate metrics and predictive performance indicators for the business to drive and adjust strategy execution.
- Develop AxoGen New Business Development strategy.
- Lead the execution of transactions (acquisitions, licensing, development agreements, and selected strategic partnerships) substantially increasing AxoGen’s revenues and/or strengthening its competitive leadership.
- Provide executive leadership to the organization to ensure alignment on strategic goals and lead the organization in establishing and evaluating key performance indicators toward achievement of the strategic initiatives.
- Coach and develop others in the organization to develop strategic thinking and execution models.

(b) Report to AXOGEN Designated Manager. Employee shall report to the CEO of AXOGEN.

(c) No Other Business Activities.

(i) Employee shall devote Employee's entire professional time, energy and skill to the performance of Employee's duties pursuant to the Agreement, the service of AXOGEN, and promotion of AXOGEN's interests. The Parties agree that Employee may not during Employee's employment, except as permitted in writing by AXOGEN, be engaged in any other business activity, whether or not such activity is pursued for gain, profit, or other pecuniary advantage including, without limitation, management or management consulting activities.

(ii) Notwithstanding the preceding subsection, Employee may invest Employee's personal assets in businesses or real estate that are not in competition with AXOGEN or are in publicly traded entities where the form or manner of such investment will not require services on the part of Employee, and in which Employee's participation is solely that of a passive investor. Further, AXOGEN agrees to Employee continuing her directorship with the Clinical Innovations Board of Directors.

SCHEDULE 2 COMPENSATION AND BENEFITS

Subject to the terms and conditions of the Executive Employment Agreement (the "Agreement"), Employee may be entitled to receive from AXOGEN Corporation ("AXOGEN" or "Employer") the following compensation and benefits:

1. Base Salary.

(a) Amount. Employee's salary during employment with AXOGEN will be at the rate of $300,000 (Three Hundred Thousand Dollars) annually, (the "Base Salary") effective upon execution and delivery of the Agreement and Employee's first day of employment with AXOGEN.

(b) Payment. The Base Salary shall be payable in accordance with the existing payroll practices of AXOGEN, which practices may be changed by AXOGEN from time to time at its sole discretion. The Base Salary shall be subject to all appropriate withholding taxes.

(c) Review of Base Salary. The Base Salary shall be reviewed by AXOGEN on an annual basis; however, AXOGEN reserves the right to increase or decrease the Base Salary at any time during the employment relationship in its sole discretion.

(d) Additional Compensation. In addition to the Base Salary, Employee may also be eligible to receive stock options, benefits, paid vacations and holidays during Employee's Employment.

2. Business Expenses and Reimbursements. Employee shall be eligible for reimbursement by AXOGEN in accordance with AXOGEN's normal reimbursement practices for ordinary and necessary business expenses incurred by Employee in the performance of Employee's duties for AXOGEN, so long as Employee timely submits to AXOGEN accurate invoices and receipts of all expenses submitted for reimbursement pursuant to this section.

3. Benefits. Employee will be permitted to participate in such benefit plans of AXOGEN that may be in effect from time to time, to the extent Employee is eligible under the terms of those plans. Nothing herein shall be construed to require AXOGEN to institute or continue any particular plan or benefit. AXOGEN reserves the right to add, change, or eliminate any benefits at any time at its sole discretion.

4. Vacations and Holidays. Employee will be entitled to paid vacation of 4 weeks per calendar year, prorated the first calendar year of employment and holidays in accordance with the holiday policies of AXOGEN in effect for its employees from time to time. Vacation must be taken by Employee at such time or times as reasonably approved by AXOGEN.

5. Bonus.

(a) Calculation. During the Employment Period, Employee may receive a bonus based on an AXOGEN bonus plan, as determined by AXOGEN in its sole discretion. Bonus for 2018 will be pro rated based on Employee start date and her target rate set at 45% of salary subject to the conditions of such bonus as established by the AXOGEN Board of directors.

(b) Payment. The Bonus if paid shall be paid in accordance with, and subject to, the normal payroll policies of AXOGEN with respect to similar forms of compensation, including, without limitation, being subject to all appropriate withholding taxes.

6. Compensation Review. AXOGEN shall, from time to time, but no less frequently than annually, review Employee's compensation (including benefits) and may, in its sole discretion, increase, or decrease, or eliminate any or all of the benefits. Any such increase or decrease in the compensation package shall be valid only if in writing, executed by a duly authorized officer of AXOGEN, and such writing shall constitute an amendment to this Paragraph 6 (and to the Agreement and any applicable Schedules or Exhibits) solely as to the benefits, without waiver or modification of any other terms, conditions or provisions of the Agreement.

7. No Other Compensation. Employee agrees that the compensation and benefits set forth in the Agreement, this Schedule 2, the employee stock option agreement with respect to 40,000 shares of common stock and performance stock unit agreement for 5,500 shares of even date herewith are the sole and exclusive compensation and benefits to which

Employee is entitled pursuant to the Agreement, this Schedule 2 and the stock option and performance stock unit agreements, and that Employee shall have no rights to receive any other compensation or benefits of any nature from AXOGEN.

EXHIBIT A OF EMPLOYMENT AGREEMENT

(Document Content on Following Page)

CONFIDENTIALITY, INTELLECTUAL PROPERTY,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation Agreement (this "Agreement") is effective as of October 29, 2018 (the "Effective Date") by and between AxoGen Corporation, having a place of business at 13631 Progress Blvd., Suite 400, Alachua, FL 32615 ("AxoGen") and Isabelle Billet ("Employee"). AxoGen and Employee may each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, AxoGen is a global leader in developing, marketing, selling and distributing surgical solutions for peripheral nerve damage or discontinuity and has spent substantial time, resources and monies developing its Confidential Information (as defined below);

WHEREAS, Employee has accepted employment with or is currently an employee of AxoGen who will or does, as the case may be, receive certain compensation and other employment-related benefits from AxoGen in return for Employee performing Employee's job duties and responsibilities;

WHEREAS, during Employee's employment Employee will be provided with periodically supplemented Confidential Information, including trade secrets, as well as the opportunity to contribute to the creation and/or maintenance of Confidential Information;

WHEREAS, Employee recognizes that AxoGen's Confidential Information is an important and valuable asset to AxoGen and that AxoGen has a legitimate business interest in protecting these assets;

WHEREAS, Employee recognizes that AxoGen's relationships with AxoGen Customers and its goodwill AxoGen customers are important and valuable assets to AxoGen and that AxoGen has a legitimate business interest in protecting those assets; and

WHEREAS, in consideration for Employee's initial employment or continued employment, as the case may be, with AxoGen, Employee agrees to abide by the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, including initial or continued employment, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. DEFINITIONS.

The following terms, when used in this Agreement with initial capital letters, shall have the respective meanings set forth in this Section 1.

"AxoGen Customers" means accounts, customers, physicians, hospitals, acute surgical care centers, group purchasing organizations, integrated delivery networks or other clients that: (a) have purchased AxoGen products during the prior one (1) year; or (b) have received or requested a proposal to purchase AxoGen products during the prior one (1) year.

"Competing Organization" means any person or organization which is engaged in or about to become engaged in research on, consulting regarding, or development, production, marketing or selling of a Competing Product including, but not limited to, the organizations identified on Schedule 1 attached hereto.

"Competing Product" means any product, process, technology, machine or invention of any person or organization other than AxoGen in existence or under development which is similar to, resembles, competes with, is substitutable for, or is intended to be similar to, resemble, compete with, or be substitutable for a product, process, technology, machine or invention of AxoGen.

"Confidential Information" means AxoGen's confidential, proprietary, trade secret or any other non-public information, including without limitation: (a) AxoGen Customers; (b) actual or potential vendors, suppliers, distributors or referral sources; (c) products, product know-how, product manufacturing and distribution systems and processes, product technology, product development plans and strategies; (d) marketing and sales strategies and plans, product pricing policies, offerings and structures; (e) business and financial information of a non-public nature (e.g., strategy plans, forecasts, budgets); (f) employee, personnel or payroll policies, records and information; (g) corporate development strategies including acquisitions, divestitures, growth plans and other plans; (h) inventions, research and development activities; and (i) information disclosed to AxoGen in confidence belonging to third parties. Confidential Information does not include information that is or becomes part of the public domain through no fault of Employee.

"Copyrightable Works" means all works of authorship, fixed in any tangible medium of expression known or later developed, including but not limited to writings, reports, articles, white papers, compilations, summaries, graphics, computer programs, user interfaces, drawings, designs, documentation and publications.

"Intellectual Property" means all inventions, patents, patent applications, designs, discoveries, ideas, innovations, improvements, know-how, trade secrets, methods, processes, specifications, procedures, trademarks, certifications, and invention disclosures, whether patentable or not.

"Material Contact" means (i) any interaction between Employee and an AxoGen Customer which takes place in an effort to establish, maintain, and/or further a business relationship on behalf of AxoGen, (ii) any AxoGen Customer whose dealings with AxoGen were coordinated or supervised by Employee, (iii) any AxoGen Customer about whom Employee obtained Confidential Information in the ordinary course of business as result of Employee's association with AxoGen, or (iv) any AxoGen Customer who receives product or services from AxoGen, the sale or provision of which results or resulted in compensation, commissions or earnings for Employee, all within the last year of Employee's employment with AxoGen (or during Employee's employment if employed less than a year).

2. CONFIDENTIAL INFORMATION AND PROPERTY.

2.1. Non-Disclosure of Confidential Information. Employee acknowledges that the Confidential Information is of great value to AxoGen, that AxoGen has legitimate business interests in protecting its Confidential Information, and that the disclosure to anyone not authorized to receive such information, including any Competing Organization, will cause irreparable injury to AxoGen. Employee agrees: (a) not to make use of the Confidential Information for any purpose other than is necessary to perform Employee's duties while an employee of AxoGen; and (b) not to disclose, use, disseminate, identify, or publish Confidential Information for five (5) years after the termination of Employee's employment with AxoGen for any reason. Notwithstanding the foregoing, Employee agrees not to, and shall not for any reason disclose, use, disseminate, identify or publish Confidential Information that is an AxoGen trade secret, as long as that Confidential Information remains a trade secret and does not become publicly known through no fault of Employee.

2.2. Return of Confidential Information and AxoGen Property. Upon termination of Employee's employment with AxoGen for any reason, or at any time as AxoGen requests, Employee will promptly return to AxoGen all Confidential Information and other tangible property that belongs to AxoGen in Employee's possession; such tangible property includes but is not limited to: all keys and security and credit cards; all products, product samples, computers, cellular phones and other electronic devices; and all customer and account files, price lists, product information, training manuals, advertising and promotional materials, handbooks and polices (in

physical or electronic format). Employee shall not retain possession of any copies of correspondence, memoranda, reports, notebooks, drawings, photographs notes, research and scientific data, and tangible communications concerning the same, or other documents in any form whatsoever (including information contained in computer memory or any portable storage device (e.g., a "thumb drive") relating in any way to the Confidential Information obtained by or entrusted to Employee during Employee's employment with AxoGen.

2.3 Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, 18 U.S.C. §1833, Employee acknowledges that Employee shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee files a lawsuit for retaliation by AxoGen for reporting a suspected violation of law, Employee shall not have criminal or civil liability under any federal or state trade secret law if Employee discloses the trade secret to Employee's attorney and (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

3. RESTRICTIVE COVENANTS.

3.1. Employee Acknowledgment.

(a) Employee acknowledges that: (a) Employee's position and employment with AxoGen gives Employee access to and knowledge of AxoGen Customers and its vendors, suppliers, distributors or referral sources (collectively, "AxoGen Business Partners"), which represent important and unique business assets that have resulted from a significant investment of time, resources and monies by AxoGen; (b) Employee would cause AxoGen great loss, damage and immediate irreparable harm if Employee were to engage in unfair or unlawful competitive activity by improperly using or disclosing any information related to AxoGen Business Partners for Employee's own benefit or for the benefit of any Competing Organization.

(b) Employee acknowledges and agrees that the restrictions contained in this Section 3, are reasonable and necessary to protect AxoGen's legitimate business interests, promote and protect the purpose and subject matter of this Agreement and Employee's employment, and deter any potential conflict of interest. Employee agrees that Employee knows of no reason why any restriction contained in this Section 3 is not reasonable and enforceable and that all such restrictions are necessary and reasonable to protect AxoGen's interests. Employee also acknowledges and agrees that the restrictions contained in this Section 3 will not impair or infringe upon Employee's right to work or earn a living when Employee's employment with AxoGen ends.

3.2 Non-Compete.

(a) During Employee's employment with AxoGen and for a period of one (1) year following the termination of Employee's employment with AxoGen for any reason, Employee will not work for (as an employee, consultant, contractor, agent or otherwise) or render services directly or indirectly to any Competing Organization whereby the services Employee would provide for, to, or on behalf of the Competing Organization (i) are the same as or similar to those services that Employee provided for, to, or on behalf of AxoGen during Employee's employment, (ii) involve the development, sale, marketing, or distribution of a Competing Product, or (iii) could enhance the use or marketability of a Competing Product. This restriction covers (i) the United States, (ii) any state or territory in which AxoGen is engaged in its business at the time of and during the year prior to Employee's separation from AxoGen, and (iii) any state or territory in which Employee was providing services for AxoGen at the time of and during the year prior to Employee's separation from the Company.

(b) The restrictions herein shall not prohibit Employee from accepting employment with a Competing Organization whose business is diversified and which is, as to that part of its business in which Employee accepts employment, not a Competing Organization. If Employee accepts employment with a Competing Organization,

Employee will provide AxoGen written assurances satisfactory to AxoGen that Employee will not render services, directly or indirectly, for the time period herein in connection with any Competing Product.

3.3 Non-Solicitation of Employees and AxoGen Business Partners.

(a) During Employee's employment with AxoGen and for a period of two (2) years following the termination of Employee's employment with AxoGen for any reason, Employee will not in any capacity, directly or indirectly, solicit, induce or influence, or attempt to solicit, induce or influence, any person engaged as an employee, independent contractor, or agent of AxoGen to terminate his or her employment and/or business relationship with AxoGen or do any act which may result in the impairment of the relationship between AxoGen and its employees, independent contractors or agents.

(b) During the term of Employee's employment with AxoGen and for a period of one (1) year following the termination of Employee's employment with AxoGen for any reason, Employee will not in any capacity, directly or indirectly: (i) solicit, contact, accept solicited business from, provide competitive services to, or sell any Competing Product to an AxoGen Customer; (ii) divert, entice or otherwise take away from AxoGen the business or patronage of any AxoGen Business Partner; or (iii) solicit or induce any AxoGen Business Partner to terminate or reduce its relationship with AxoGen or otherwise interfere with AxoGen's relationship with any AxoGen Business Partner. This restriction applies only to those AxoGen Customers and AxoGen Business Partners with whom Employee had Material Contact.

3.4 New Employer Notification. To enable AxoGen to monitor Employee's compliance with the obligations set forth in this Agreement, Employee agrees to notify AxoGen in writing before commencing employment with a new employer; such notification shall include the identify of Employee's new employer, job title and responsibilities. Employee will continue to notify AxoGen, in writing, any time Employee accepts or changes employment during the time periods set forth in this Section 3. Employee agrees that AxoGen is permitted to contact any new or prospective employer regarding Employee's obligations owed to AxoGen.

3.5 Modification of Non-Compete and Non-Solicitation Provisions. The parties agree that a court of competent jurisdiction may modify any invalid, overbroad or unenforceable term of this Section 3 so that such term, as modified, is valid and enforceable under applicable law; such court is also authorized to extend the time periods set forth in this Section 3 for any period of time in which Employee is in breach of this Agreement or as necessary to protect the legitimate business interests of AxoGen. If a court of competent jurisdiction determines that any term of this Section 3 is invalid, overbroad, or unenforceable, in whole or in part, and cannot be modified as set forth in the prior sentence to make such term valid and enforceable under applicable law, the Parties agree that any such term, in whole or in part as the case may, shall be severable and the remainder of this Section 3 and this Agreement shall nevertheless be enforceable and binding on the Parties.

4. INVENTIONS.

4.1. Disclosure of Developments. Employee agrees that during and subsequent to Employee's employment with AxoGen, Employee will promptly disclose and furnish complete information to AxoGen relating to all inventions, improvements, modifications, discoveries, methods and developments, whether patentable or not, made or conceived by Employee or under Employee's direction during Employee's employment whether or not made or conceived during normal business hours or on AxoGen premises.

4.2 Ownership of Intellectual Property.

(a) Employee agrees to assign and hereby does assign to AxoGen all right, title and interest including goodwill and intellectual property rights worldwide in and to any and all Intellectual Property made, conceived, developed, reduced to practice or authored by Employee alone or with others for Employer during the course of Employee's employment, whether conceived, developed or reduced to practice, which are within the scope of AxoGen's actual or anticipated research and development business.

(b) AxoGen's rights in Section 4.2(a) above shall not apply to any Intellectual Property conceived and developed without the use of AxoGen's equipment, supplies, facilities and trade secret information and which was developed entirely on Employee's own time, or prior to employment by AxoGen or is subject to the ownership rights of others (such as Employee's prior employer), unless (a) the Intellectual Property relates (i) directly to AxoGen's business; (ii) to AxoGen's actual or anticipated research and development; (iii) the Intellectual Property results from or relates to any work performed by Employee for AxoGen.

(c) Employee agrees that AxoGen shall have a non-exclusive, fully paid-up, sublicensable, irrevocable worldwide license to use for all purposes any Intellectual Property within the scope of AxoGen's actual or anticipated business but not assigned to AxoGen pursuant to Section 4.2(b), unless such a license is prohibited by statute or by a court of last resort and competent jurisdiction.

4.3 Copyrightable Works. Employee acknowledges that all Copyrightable Works shall to the fullest extent permissible be considered "works for hire" in the United States as defined in the U.S. Copyright Laws and in any other country adhering to the "works made for hire" or similar notion. All such Copyrightable Works shall from the time of creation be owned solely and exclusively by AxoGen throughout the world. If any Copyrightable Work or portion thereof shall not be legally qualified as a work made for hire in the United States or elsewhere or shall subsequently be held to not be a work made for hire, Employee agrees to assign and does hereby assign to AxoGen all Employee's right, title and interest to the Copyrightable Works and all registered and applied for copyrights therein. Employee hereby waives any moral rights which Employee may hold in any existing or future Copyrightable Works or other Intellectual Property as an author worldwide and hereby consents to any action of AxoGen that would violate its moral rights in the absence of such consent.

4.4 License. In the event that any of the rights in any Copyrightable Works or other Intellectual Property ("Intellectual Property Rights") cannot be transferred to AxoGen pursuant to the terms of this Agreement, Employee hereby (i) unconditionally and irrevocably waives the enforcement of any Intellectual Property Rights retained by Employee, and all claims and causes of action of any kind against AxoGen with respect to those rights; and (ii) grants to AxoGen an irrevocable, perpetual, fully paid-up, transferable, sublicensable, royalty-free, exclusive worldwide right and license to use, reproduce, distribute, display, perform, prepare derivative works of, modify, enforce, and otherwise use and exploit all or any portion of such existing and future Intellectual Property Rights.

4.5 Causes of Action. Employee further irrevocably assigns to AxoGen all causes of action, including accrued, existing and future causes of action, arising out of or related to the Intellectual Property Rights.

4.6 Cooperation. When requested to do so by AxoGen, either during or subsequent to Employee's employment with AxoGen, Employee shall: (a) execute all documents requested by AxoGen for the vesting in AxoGen of the entire right, title and interest in and to the Intellectual Property and Confidential Information, and all patent, copyright, trademarks or other applications filed and issuing on the Intellectual Property; (b) execute all documents requested by AxoGen for filing and obtaining of patents, trademarks or copyrights; and (c) provide assistance that AxoGen reasonably requires to protect its right, title and interest in the Intellectual Property and Confidential Information. Employee acknowledges that the obligations herein shall continue beyond the termination of Employee's employment with AxoGen with respect to Intellectual Property conceived, authored or made by Employee during Employee's period of employment and shall be binding on Employee's executors, administrators or other legal representatives.

4.7 Prior Intellectual Property. Attached as Schedule 2 is a complete list, if any, of all of Employee's Intellectual Property made, conceived or first reduced to practice by Employee, alone or jointly with others, prior to Employee's employment with AxoGen ("Prior Intellectual Property"). If in the course of Employee's employment with AxoGen Employee incorporates into an AxoGen product, process or machine any Prior Intellectual Property, then Employee hereby grants, and agrees to grant, AxoGen a non-exclusive, royalty-free, irrevocable, perpetual, transferable, sublicensable worldwide license to make, modify, use and sell such Prior Intellectual Property as part of or in connection with such product, process or machine. Notwithstanding the

foregoing, Employee agrees not to, and shall not, use at or on behalf of AxoGen any Prior Intellectual Property that would be in violation of Section 5.3 of this Agreement.

5. EMPLOYEE REPRESENTATIONS.

5.1. Performance. During Employee's employment with AxoGen, Employee shall devote Employee's best efforts, attention and energies to the performance of Employee's duties as an employee of AxoGen.

5.2 Code of Conduct; Conflicts of Interest. Employee agrees to adhere to AxoGen's Code of Conduct, including but not limited to the provisions regarding Conflicts of Interest. Employee will not engage in any activity or have any outside interest that could interfere with the satisfactory performance of Employee's duties or be detrimental to AxoGen or be engaged in any other occupation or activity that conflicts with Employee's obligations to AxoGen. Employee agrees to promptly notify AxoGen of any potential conflict of interest.

5.3. Agreements with Prior Employers. Employee has not signed any non-competition, non-solicitation, or other agreement that Employee has not disclosed to AxoGen that prohibits Employee from being employed by AxoGen, fully performing Employee's duties or fully providing services to or on behalf of AxoGen during Employee's employment or assigning works and ideas to AxoGen ("Prior Non-Compete Agreement"). Employee has not and will not disclose to AxoGen or use for AxoGen's benefit any information that to Employee's knowledge is proprietary or confidential to any of Employee's prior employers without proper consent from the prior employer. If Employee has signed a Prior Non-Compete Agreement with a prior employer, Employee has provided a copy of such agreement to AxoGen's Human Resources Department under separate cover.

5.4 At-Will Employment. Employee acknowledges that this Agreement does not obligate Employee to remain employed by AxoGen nor does it confer upon Employee the right to continued employment by AxoGen. Employee and AxoGen each have the right to terminate the employment relationship at any time, for any reason or no reason, with or without notice and with or without cause.

6. MISCELLANEOUS.

6.1. Inside Information. Employee hereby acknowledges that Employee is aware (and that Employee's representatives who are apprised of this matter have been advised) that the United States securities laws prohibit Employee and any person or entity that has received material non-public information about AxoGen from Employee ("Inside Information") from purchasing or selling securities of AxoGen or from communicating such information to any person under circumstances under which such other person may purchase or sell securities of AxoGen.

6.2 Essence of the Agreement. The restrictive covenants set forth in Sections 2-4 are the essence of this Agreement and they shall be construed as agreements independent of (i) any other agreements, or (ii) any other provision in this Agreement. The existence of any claim or cause of action of Employee against AxoGen, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either Employee or AxoGen may have against the other, will not constitute a defense to the enforcement by AxoGen against Employee of the restrictive covenants set forth in Sections 2-4. AxoGen shall not be barred from enforcing the restrictive covenants set forth in Sections 2-4 by reason of any breach of (i) any other part of this Agreement, or (ii) any other agreement with Employee.

6.3. Entire Agreement; Prior Agreements. This Agreement including its Schedules sets forth the entire agreement between the Parties as it relates to the subject matter of this Agreement; this Agreement supersedes and replaces prior agreements between Employee and AxoGen with respect to the subject matter addressed in the Agreement. The provisions of this Agreement shall not be amended, supplemented, waived or changed orally; any such alteration shall only be valid through a written amendment to this Agreement signed by both Parties.

6.4 Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that a court holds any provision of this Agreement to be invalid or unenforceable, the Parties agrees that, if

allowed by law, that provision shall be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

6.5. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This Agreement may not be assigned by Employee.

6.6. Injunctive Relief. Employee acknowledges that because of the difficulty of measuring economic losses to AxoGen as a result of a breach or threatened breach of any of the covenants in this Agreement, and because of the immediate and irreparable damage that would be caused to the Company and for which monetary damages would not be a sufficient remedy and which harm would not be fully or adequately compensated by recovery of damages alone, the Parties agree that, in addition to all other remedies or damages that may be available to AxoGen hereunder and at law or in equity, in the event of a breach or a threatened breach by Employee of any covenants in this Agreement, AxoGen shall be entitled to specific performance and injunctions restraining such breach, without being required to post any bond or other security.

6.7. Disputes and Litigation. In the event of any dispute or litigation between or among the Parties with respect to this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and costs.

6.8. Governing Law; Jurisdiction and Venue and Waiver of Jury Trial. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. The Parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Alachua County, Florida. The Parties further agree that in any dispute between them relating to this Agreement, exclusive venue shall be in the Circuit Court of the Eighth Judicial Circuit, in and for Alachua County, Florida, or the United States District Court, Northern District of Florida, Gainesville Division. Each of the Parties hereby consents to the exclusive jurisdiction of such courts in any such civil action or legal proceeding and waives any objection to the venue of or jurisdiction in any such civil action or legal proceeding in such courts. Service of any court paper may be effectuated on such Party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules. **The Parties further agree to waive any right to a trial by jury should any action be brought to enforce this Agreement.**

6.9. Counterparts; Transmission. This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same document. This Agreement may be executed by facsimile or electronic transmission.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

AXOGEN CORPORATION	**EMPLOYEE**
By /s/ Karen Zaderej	/s/Isabelle Billet
Name: Karen Zaderej	Name: Isabelle Billet
Title: Chairman, CEO and President	

Schedule 1

Competing Organizations

Amniox Medical Inc.

Applied Biologics Inc.

Baxter International, Inc.

Checkpoint Surgical Inc.

Guangzhou Zhongda Medical (China)

Integra LifeSciences Inc.

Medovent GmbH

MiMedx Group Inc.

Neuraptive Therapeutics

Polyganics B.V.

Stryker Corporation

Vivex Biomedical Inc.

Schedule 2

List of Prior Intellectual Property

N/A

EXHIBIT 10.3

AXOGEN, INC.
INCENTIVE STOCK OPTION AGREEMENT

This **Incentive Stock Option Agreement** (this "*Agreement*"), effective as of [.] (the " *Effective Date*"), by and between AxoGen, Inc., a Minnesota corporation (the " *Company*"), and [.] ("*Optionee*").

WHEREAS, the Company wishes to grant this stock option to Optionee pursuant to the AxoGen, Inc. 2010 Stock Incentive Plan, as amended and restated (the "*Plan*").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. **Grant of Option**.

(a) The Company hereby grants to Optionee the right and option (the " *Option*") to purchase all or any part of an aggregate **[.]** shares (the "*Shares*") of the common stock, par value $0.01 per share (the "*Common Stock*"), of the Company at the exercise price of **$[.]** per Share on the terms and conditions set forth herein. It is understood and agreed that such price is not less than 100% of the Fair Market Value (as defined in the Plan) of each such Share on the Effective Date.

(b) The Option is designated as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "*Code*") and, as described in Section 5 below. However, if and to the extent the Option exceeds the limits for an incentive stock option, as described in Section 5, the Option shall be a nonqualified stock option.

2. **Duration and Exercisability**.

(a) The Option may not be exercised by Optionee except as set forth herein, and the Option shall in all events terminate ten (10) years from the Effective Date, unless it is terminated at an earlier date pursuant to the provisions of this Agreement or the Plan. Subject to the other terms and conditions set forth herein, the Option shall vest and may be exercised by Optionee in cumulative installments as follows, which cannot exceed 100% of the Shares subject to the Option:

On or after each of the following dates	**Percentage of Shares as to which the Option is exercisable**
[.]	50.0%
[.]	12.5%
[.]	12.5%
[.]	12.5%
[.]	12.5%

If the foregoing schedule would produce fractional Shares, the number of Shares for which the Option becomes exercisable shall be rounded down to the nearest whole Share. Except as otherwise described in Section 3(c) of this Agreement, during the lifetime of Optionee, the

Option shall be exercisable only by Optionee. The vesting of the Option is subject to acceleration under the circumstances described in Sections 2(b), 3 and 4.

(b) Notwithstanding the provisions of subparagraph 2(a) above, if a Change in Control occurs, the Option shall automatically accelerate and become fully exercisable in the event that within twelve months following the Change in Control the employee is terminated without Cause or leaves the Company for Good Reason. Good Reason shall mean the occurrence of any one or more of the following:

I. the assignment to Optionee of any duties materially inconsistent in any respect with his/her position (including status, offices, titles, and reporting requirements), authorities or other responsibilities as in effect immediately prior to the Change in Control of the Company, other than an insubstantial and inadvertent action which is remedied by the Company promptly after receipt of notice thereof given by Optionee; or

II. a material reduction by the Company in Optionee's base salary as in effect on the date hereof and as the same shall be increased from time to time hereafter.

3. **Effect of Termination of Employment with the Company** .

(a) In the event that Optionee shall cease to be employed by the Company or its subsidiaries, for any reason other than by the Company or its subsidiaries for Cause (as defined below) or due to Optionee's death or Disability (as defined below), Optionee shall have the right to exercise the Option at any time within 90 days after such termination of employment to the extent of the full number of Shares Optionee was entitled to purchase under the Option on the date of termination, subject to the condition that the Option shall not be exercisable after the expiration of its term.

(b) In the event that Optionee shall cease to be employed by or provide services to the Company or its subsidiaries by reason of Optionee's termination by the Company or its subsidiaries for Cause, the Option shall automatically terminate and shall not be exercisable thereafter. In addition, notwithstanding the prior provisions of this Section 3, if Optionee engages in conduct that constitutes Cause after Optionee's employment or service with the Company or its subsidiaries terminates, the Option shall immediately terminate.

(c) In the event that Optionee shall die while employed by the Company or its subsidiaries, or within 90 days after termination of his employment with the Company or its subsidiaries for any reason other than by the Company or its subsidiaries for Cause, or if Optionee's employment with the Company or its subsidiaries is terminated on account of Optionee's Disability, and Optionee shall not have fully exercised the Option, the Option may be exercised at any time within 12 months after the date of Optionee's death or termination of employment because of Disability by the legal representative or, if applicable, guardian of Optionee or by any person to whom the Option is transferred by will or the applicable laws of descent and distribution to the extent of the full number of Shares Optionee was entitled to purchase under the Option on the date of death (or termination of his employment, if earlier) or termination of Optionee's employment because of Disability and subject to the condition that the Option shall not be exercisable after the expiration of its term.

4. **Definitions**.

(a) For purposes of this Agreement, a "Change in Control" of the Company shall be deemed to have occurred if:

(i) any "person" (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*")) shall, together with his, her or its " *Affiliates*" and "*Associates*" (as such terms are defined in Rule 12b-2 promulgated under the Exchange Act), become the "*Beneficial Owner*" (as such term is defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities (any such person being hereinafter referred to as an "*Acquiring Person*");

(ii) the "Continuing Directors" (as hereinafter defined) shall cease to constitute a majority of the Company's Board of Directors during a 12-month period; or

(iii) there should occur (A) any consolidation or merger involving the Company and the Company shall not be the continuing or surviving corporation or the shares of the Company's capital stock shall be converted into cash, securities or other property; *provided, however*, that this subclause (A) shall not apply to a merger or consolidation in which (i) the Company is the surviving corporation and (ii) the stockholders of the Company immediately prior to the transaction have the same proportionate ownership of the capital stock of the surviving corporation immediately after the transaction; or (B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company.

(b) For purposes of this Agreement, a " *Continuing Director*" shall mean any person who is a member of the Board of Directors of the Company, while such person is a member of the Board of Directors, who is not an Acquiring Person, an Affiliate or Associate of an Acquiring Person or a representative of an Acquiring Person or of any such Affiliate or Associate and who (i) was a member of the Company's Board of Directors on the date of grant of the Option, or (ii) subsequently became a member of the Board of Directors, upon the nomination or recommendation, or with the approval of, a majority of the Continuing Directors.

(c) For purposes of this Agreement, termination by the Company of Optionee's employment for "Cause" shall mean termination upon (i) the willful and continued failure by Optionee to substantially perform his duties with the Company (other than any such failure resulting from his Disability), after a demand for substantial performance is delivered to Optionee that specifically identifies the manner in which the Company believes that Optionee has not substantially performed his duties, and Optionee has failed to resume substantial performance of his duties on a continuous basis within 30 days of receiving such demand, (ii) the willful engaging by Optionee in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise or (iii) Optionee's conviction of a felony. For purposes of this Section 4(c), no act, or failure to act, on Optionee's part shall be deemed "willful" unless done, or omitted to be done, by Optionee not in good faith and without reasonable belief that his

action or omission was in the best interest of the Company. Failure to perform duties with the Company during any period of Disability shall not constitute Cause.

(d) For purposes of this Agreement, the term "Disability" shall be defined in accordance with the meaning proscribed in Section 22(e)(3) of the Code.

5. **Designation as Incentive Stock Option**

(a) This Option is designated as an incentive stock option under Section 422 of the Code. If the aggregate Fair Market Value of the stock on the date of the grant with respect to which incentive stock options are exercisable for the first time by Optionee during any calendar year, under the Plan or any other stock option plan of the Company or a parent or subsidiary, exceeds $100,000, then the Option, as to the excess, shall be treated as a nonqualified stock option that does not meet the requirements of Section 422. If and to the extent that the Option fails to qualify as an incentive stock option under the Code, the Option shall remain outstanding according to its terms as a nonqualified stock option.

(b) Optionee understands that favorable incentive stock option tax treatment is available only if the Option is exercised while Optionee is an employee of the Company or a parent or subsidiary of the Company or within a period of time specified in the Code after Optionee ceases to be an employee. Optionee understands that Optionee is responsible for the income tax consequences of the Option, and, among other tax consequences, Optionee understands that he or she may be subject to the alternative minimum tax under the Code in the year in which the Option is exercised. Optionee will consult with his or her tax adviser regarding the tax consequences of the Option.

(c) Optionee agrees that Optionee shall immediately notify the Company in writing if Optionee sells or otherwise disposes of any Shares acquired upon the exercise of the Option and such sale or other disposition occurs on or before the later of (i) two years after the Effective Date, or (ii) one year after the exercise of the Option. Optionee also agrees to provide the Company with any information requested by the Company with respect to such sale or other disposition.

6. **Manner of Exercise**.

(a) The Option may only be exercised by Optionee or other proper party within the option term by delivering written notice of exercise to the Company at its principal executive office. The notice shall state the number of Shares as to which the Option is being exercised and shall be accompanied by payment in full of the exercise price for all of the Shares designated in the notice.

(b) Payment of the exercise price shall be made by:

- certified or bank cashier's check payable to the Company;
- by tender of shares of the Company's Common Stock, which, unless the Committee (as defined in the Plan), provides its consent, must have been, previously owned by

Optionee, having a fair market value on the date of exercise equal to the exercise price of the Option, or a combination of cash and shares equal to such exercise price;

- attestation of the Company's Common Stock valued at Fair Market Value as of the date of exercise of the Option equal to the exercise price of the Option, or a combination of cash and shares equal to such exercise price; or
- net settlement of the Option, using a portion of the Shares to be obtained on exercise in payment of the exercise price of the Option (and, if applicable, any required minimum (or such other rate that will not trigger a negative accounting impact) tax withholding).

7. **Adjustments**. In the event that any dividend or other distribution (whether in the form of cash, Common Stock, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company or other similar corporate transaction or event affects the Common Stock such that an adjustment is necessary pursuant to Section 4(c) of the Plan in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, and all or any portion of the Option shall then be unexercised and not yet expired, then appropriate adjustments in the outstanding Option shall be made as determined by the Committee in accordance with the provisions of Section 4(c) of the Plan in order to prevent dilution or enlargement of Option rights.

8. **Miscellaneous**

(a) *Plan Provisions Control.* This grant is made pursuant to the Plan, the terms of which are incorporated herein by reference. In the event that any provision of this Agreement conflicts with or is inconsistent in any respect with the terms of the Plan, the terms of the Plan shall control. The Committee shall have the authority to interpret and construe the Option pursuant to the terms of this Agreement and the Plan, and its decisions shall be conclusive as to any questions arising hereunder.

(b) *No Rights of Shareholders.* Neither Optionee, Optionee's legal representative nor a permissible assignee of this Option shall have any of the rights and privileges of a shareholder of the Company with respect to the Shares, unless and until such Shares have been issued in the name of Optionee, Optionee's legal representative or permissible assignee, as applicable.

(c) *No Right to Continuance of Employment or Service.* This Agreement shall not confer on Optionee any right with respect to the continuance of any employment or service with the Company or any subsidiary of the Company, nor will it interfere in any way with the right of the Company to terminate such employment or service at any time.

(d) *Governing Law.* The validity, construction and effect of the Plan and this Agreement, and any rules and regulations relating to the Plan and this Agreement, shall be determined in accordance with the laws of the State of Minnesota.

(e) *Severability.* If any provision of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify this Agreement or the Option under any law deemed applicable by the Committee, such provision shall be construed or

deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or this Agreement, such provision shall be stricken as to such jurisdiction or this Agreement, and the remainder of this Agreement shall remain in full force and effect.

(f) *No Trust or Fund Created.* Neither the Plan nor this Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any affiliate of the Company and Optionee or any other person.

(g) *Headings.* Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision thereof.

(h) *Conditions Precedent to Issuance of Shares.* Shares shall not be issued pursuant to the exercise of the Option unless such exercise and the issuance and delivery of the applicable Shares pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, the rules and regulations promulgated thereunder, the requirements of the NASDAQ Global Market or any other applicable stock exchange and the Minnesota Business Corporation Act. As a condition to the exercise of the Option, the Company may require that the person exercising or paying the exercise price represent and warrant that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation and warranty is required by law.

(i) *Withholding.* In order to provide the Company with the opportunity to claim the benefit of any income tax deduction which may be available to it upon the exercise of the Option and in order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to assure that, if necessary, all applicable federal or state payroll, withholding, income or other taxes are withheld or collected from Optionee.

(j) *Consultation with Professional Tax and Investment Advisors.* Optionee acknowledges that the grant, exercise, vesting or any payment with respect to this Option, and the sale or other taxable disposition of the Shares acquired pursuant to the exercise thereof, may have tax consequences pursuant to the Code or under local, state or international tax laws. Optionee further acknowledges that such Optionee is relying solely and exclusively on Optionee's own professional tax and investment advisors with respect to any and all such matters (and is not relying, in any manner, on the Company or any of its employees or representatives). Finally, Optionee understands and agrees that any and all tax consequences resulting from this Option and its grant, exercise, vesting or any payment with respect thereto, and the sale or other taxable disposition of the Shares acquired pursuant to the Plan, is solely and exclusively the responsibility of Optionee without any expectation or understanding that the Company or any of its employees or representatives will pay or reimburse such holder for such taxes or other items.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the Effective Date.

AXOGEN, INC.

By: _____
Name:
Title:

Date: [.]

OPTIONEE

By: _____
Name:

Date:

EXHIBIT 10.4

AXOGEN, INC.
RESTRICTED STOCK UNIT AWARD AGREEMENT

Participant: [.]
Restricted Stock Units Total Number [.]
Award Agreement Plan Name: AxoGen, Inc. 2010 Incentive Stock Plan
Award Date: [.]

This Agreement, dated as of the [.] day of [.] (the "Grant Date"), is between AxoGen, Inc., a Minnesota corporation (the "Company"), and the Participant. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Company's 2010 Incentive Stock Plan, as Amended and Restated as of April 5, 2017 (the "Plan").

1. Grant and Acceptance of Award . The Company hereby indicates its award to the Participant that number of retention-based Restricted Stock Units (the "Units") set forth herein (the "Award"). Each Unit is equivalent in value to one share of Company Common Stock, par value $.01 per share ("Share") and represents the Company's commitment to issue one Share at a future date, subject to certain eligibility, vesting and other conditions set forth herein. The Award is intended to be granted pursuant to, and is subject to the terms and conditions of, this Agreement and the provisions of the Plan.

2. Eligibility Conditions upon Award of Units . The Participant hereby acknowledges the intent of the Company to award Units subject to certain eligibility, vesting and other conditions set forth herein.

3. Vesting. All of the Units are nonvested and forfeitable as of the Grant Date. So long as the Participant's employment is continuous from the Grant Date through each of the dates below as to the particular number of Units identified (the "Vesting Dates"), the number of Units corresponding to such Vesting Date will become vested and nonforfeitable as of the Vesting Date, subject to the accelerated vesting provisions in Section 7 of this Agreement. Subject to the timing conditions described in Section 6 of this Agreement, Units will be the settled by the Company via the issuance of Shares on the Vesting Date.

On or after each of the following dates	**Percentage of Units vested per corresponding date**
[.]	50.0%
[.]	25%
[.]	25%

4. Timing of Settlement. The Units will be settled by the Company, via the issuance of Shares as described herein, on the date that the Units become vested and nonforfeitable. However, if a scheduled issuance date falls on a Saturday, Sunday or federal holiday, such issuance date shall instead fall on the next following day that the principal executive offices of the Company are open for business.

5 . Participant's Rights in the Shares . The Shares, if and when issued hereunder, shall be registered in the name of the Participant and evidenced in the manner as the Company may determine. During the period prior to the issuance of Shares, the Participant will have no rights of a shareholder of the Company with respect to the Shares, including no right to receive dividends or vote the number of Shares underlying each Award.

6. Termination of Employment -- Eligibility Conditions . Except as set forth in Section 7, if the employment of the Participant with the Company is terminated or the Participant separates from the Company for any reason (including death or Disability) prior to the Vesting Date, none of the Units will become vested. For the avoidance of doubt, no additional Units will become vested in the event that the Participant's employment is terminated due to death or Disability.

7. Change in Control of the Company .

(a) If a Change in Control occurs prior to the Vesting Date, any nonvested Units shall immediately become vested and nonforfeitable in the event that within twelve months following the Change in Control the Participant is terminated without Cause or leaves the Company for Good Reason. For the avoidance of doubt, no additional vesting shall occur in the event that the Participant's employment is terminated due to death or Disability following a Change in Control.

(b) For purposes of this Agreement, termination by the Company of the Participant's employment for "Cause" shall mean termination upon (i) the willful and continued failure by the Participant to substantially perform his duties with the Company (other than any such failure resulting from his Disability), after a demand for substantial performance is delivered to the Participant that specifically identifies the manner in which the Company believes that the Participant has not substantially performed his duties, and the Participant has failed to resume substantial performance of his duties on a continuous basis within 30 days of receiving such demand, (ii) the willful engaging by the Participant in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise or (iii) the Participant's conviction of a felony. For purposes of this Section 7(b), no act, or failure to act, on the Participant's part shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that his action or omission was in the best interest of the Company. Failure to perform duties with the Company during any period of Disability shall not constitute Cause.

(c) For purposes of this Agreement, a "Change in Control" of the Company shall be deemed to have occurred if:

(i) any "person" (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) shall, together with his, her or its "Affiliates" and "Associates" (as such terms are defined in Rule 12b-2 promulgated under the Exchange Act), become the "Beneficial Owner" (as such term is defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding securities (any such person being hereinafter referred to as an

"Acquiring Person");

(ii) the "Continuing Directors" (as hereinafter defined) shall cease to constitute a majority of the Company's Board of Directors during a 12 month period; or

(iii) there should occur: (A) any consolidation or merger involving the Company and the Company shall not be the continuing or surviving corporation or the shares of the Company's capital stock shall be converted into cash, securities or other property; provided, however, that this subclause (A) shall not apply to a merger or consolidation in which: i. the Company is the surviving corporation and ii. the shareholders of the Company immediately prior to the transaction have the same proportionate ownership of the capital stock of the surviving corporation immediately after the transaction; or (B) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Company.

(d) For purposes of this Agreement, a "Continuing Director" shall mean any person who is a member of the Board of Directors of the Company, while such person is a member of the Board of Directors, who is not an Acquiring Person, an Affiliate or Associate of an Acquiring Person or a representative of an Acquiring Person or of any such Affiliate or Associate and who: (i) was a member of the Company's Board of Directors on the Grant Date, or (ii) subsequently became a member of the Board of Directors, upon the nomination or recommendation, or with the approval of, a majority of the Continuing Directors.

(e) For purposes of this Agreement, the term "Disability" shall be defined in accordance with the meaning proscribed in Section 22(e)(3) of the Code.

(f) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any one or more of the following:

(i) the assignment to Participant of duties materially inconsistent with his/her position (including status, offices, titles, and reporting requirements), authorities or other responsibilities as in effect immediately prior to the Change in Control of the Company, other than an insubstantial and inadvertent action which is remedied by the Company promptly after receipt of notice thereof given by Participant; or

(ii) a material reduction by the Company in Participant's base salary as in effect on the date hereof and as the same shall be increased from time to time hereafter.

8. Issuance of Shares. The Company shall not be obligated to issue any Shares until: (i) all federal and state laws and regulations as the Company may deem applicable have been complied with; (ii) the Shares have been listed or authorized for listing upon official notice to NASDAQ or have otherwise been accorded trading privileges; and (iii) all other legal matters in connection with the issuance and delivery of the shares have been approved by the Company's legal department.

9. Tax Withholding. The Participant shall be responsible for the payment of any taxes of any kind required by any national, state or local law to be paid with respect to the Units or the Shares

to be awarded hereunder, including, without limitation, the payment of any applicable withholding, income, social and similar taxes or obligations (the "Withholding Taxes"). The Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligations of the Company or any Affiliate which arise in connection with the Shares by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to the Participant by the Company or any Affiliate, (ii) causing the Participant to tender a cash payment, or (iii) withholding Shares from the Shares issued or otherwise issuable to the Participant in connection with the Units with a Fair Market Value (measured as of the date Shares are issued to the Participant pursuant to Section 4) equal to the amount of such Withholding Taxes; provided, however, that the number of Shares so withheld shall not exceed the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes or such other rate that will not trigger a negative accounting impact. The Participant shall satisfy the Participant's responsibility to pay any other withholding, income, social or similar tax obligations with respect to the Shares. The Participant agrees to indemnify the Company against any and all liabilities, damages, costs and expenses that the Company may hereafter incur, suffer or be required to pay with respect to the payment or withholding of any taxes. The obligations of the Company under this Agreement and the Plan shall be conditional upon such payment or arrangements, and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

10. Investment Intent. The Participant acknowledges that the acquisition of the Shares to be issued hereunder is for investment purposes without a view to distribution thereof.

11. Limits on Transferability; Restrictions on Shares; Legend on Certificate . Until the eligibility conditions of this Award have been satisfied and Shares have been issued in accordance with the terms of this Agreement or by action of the Committee, the Units awarded hereunder are not transferable and shall not be sold, transferred, assigned, pledged, gifted, hypothecated or otherwise disposed of or encumbered by the Participant. Transfers of the Shares by the Participant are subject to the Company's Insider Trading Policy and applicable securities laws. Shares issued to the Participant in certificate form or to the Participant's book entry account upon satisfaction of the vesting and other conditions of this Award may be restricted from transfer or sale by the Company and evidenced by stop-transfer instructions upon the Participant's book entry account or restricted legend(s) affixed to certificates in the form as the Company or its counsel may require with respect to any applicable restrictions on sale or transfer.

12. Award Subject to the Plan . The Award to be made pursuant to this Agreement is made subject to the Plan. The terms and provisions of the Plan, as may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Plan, the applicable terms and conditions of the Plan will govern and prevail.

13. Amendment. This Agreement may be amended from time to time by the Committee in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Units or Shares as determined in the discretion of the Committee, except as provided in the Plan or in a written document signed by the Participant and the Company.

14. No Rights to Continued Employment. The Company's intent to issue the Shares hereunder shall not confer upon the Participant any right to continued employment or other association with the Company or any of its affiliates or subsidiaries; and this Agreement shall not be construed in any way to limit the right of the Company or any of its subsidiaries or affiliates to terminate the employment or other association of the Participant with the Company or to change the terms of such employment or association at any time.

15. Legal Notices. Any legal notice necessary under this Agreement shall be addressed to the Company in care of its General Counsel at the principle executive offices of the Company and to the Participant at the address appearing in the personnel records of the Company for such Participant or to either party at such other address as either party may designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

16. Governing Law. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Florida (without regard to the conflict of laws principles thereof) and applicable federal laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the state of Florida and agree that such litigation shall be conducted only in the state of Florida, or the federal courts for the United States for the District of Florida, and no other courts, where this Award is made and/or to be performed.

17. 409A Savings Clause. This Agreement and the Units granted hereunder are intended to fit within the "short-term deferral" exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, the Company shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the Units fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if you are a "specified employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of your separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any Shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the Shares is necessary to avoid the imposition of additional taxation on you in respect of the Shares under Section 409A of the Code. Each installment of Units that vests is intended to constitute a "separate payment" for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

18. Headings. The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to the one and the same instrument.

AXOGEN, INC.

By: _____
Name:
Title:

Participant

By: _____
Name: [.]

Date: [.]

APPENDIX A

Nature of Grant. In accepting the grant, Participant acknowledges that:

(1) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time;

(2) this Award does not create any contractual or other right to receive future awards, or other benefits in lieu of an award, even if awards have been given repeatedly in the past, and all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(3) this Award is not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, termination, bonuses, retirement benefits or similar payments;

(4) the future value of the Shares is unknown and cannot be predicted with certainty; and

(5) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award resulting from termination of his or her employment by the Company (for any reason whatsoever and whether or not in breach of local labor laws) and the Participant irrevocably releases the Company from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting this Award, the Participant shall be deemed to have irrevocably waived his or her entitlement to pursue such claim.

Data Privacy. Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described herein by and among, as applicable, the Company and its subsidiary for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.

The Participant understands that the Company holds certain personal information about him or her, including, but not limited to, the Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all options or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in the Participant's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Participant understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan. The Participant authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Participant may elect to deposit any Shares acquired upon settlement of the Units. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that the Participant may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein. The Participant understands, however, that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan.

EXHIBIT 10.5

AMENDMENT NO. 4 TO EMPLOYMENT AGREEMENT

This Amendment No. 4 to Employment Agreement (this "Amendment") is entered into as of October 29, 2018 by and between Greg Freitag ("Freitag") and AxoGen, Inc. ("AxoGen").

WHEREAS, Freitag and AxoGen entered into that certain Employment Agreement dated October 1, 2011, as amended (the "Agreement"), for the employment of Freitag;

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Freitag and AxoGen agree that the Agreement is hereby amended as follows:

1. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Schedule 1, Section 1 is replaced as follows: AxoGen hereby employs Employee as General Counsel, which title may change at AxoGen's discretion.

3. Schedule 1, Section 2 (a) will be restated as follows:

(a) Description of Duties. Employee shall perform all duties in connection with Employee's position, or as otherwise designated by AxoGen, including, without limitation, the following duties:

- Ensuring that AxoGen operates within the law at all times, including those of the Securities and Exchange Commission, Federal Drug Administration and related to operating as a medical company, offering counsel on legal issues and serving as an effective guardian of the AxoGen organization.
- Advising AxoGen executive team and Board of Directors of the best course of legal action as situations arise or reach the potential to occur.
- Leading and mentoring the legal team.
- Assessing and managing legal risk.
- Advising on legal implications or procedures for business development initiatives, strategy planning and operations.
- Supporting organization as to general legal needs.
- Keeping up-to-date on changes to legislation, regulations, and relevant legal news.
- Providing interpretations and recommendations to management and other staff.
- Proactively look for solutions and better practices to mitigate risk.
- Dealing with external parties such as regulators and external counsels.

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

FREITAG:

By: /s/ Gregory Freitag
Gregory Freitag

AXOGEN:

AXOGEN, INC

By: /s/ Karen Zaderej
Name: Karen Zaderej
Title: Chairman, CEO and President

Exhibit 10.6

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement"), effective as of October 29, 2018, is made by and between AXOGEN CORPORATION, a Delaware corporation ("AXOGEN" or "Employer"), and Maria Martinez ("Employee") (collectively, the "Parties").

RECITALS:

A. WHEREAS, AXOGEN believes it is in its best interest to employ Employee, and Employee desires to be employed by AXOGEN; and

B. WHEREAS, AXOGEN and Employee desire to set forth the terms and conditions on which Employee shall be employed by and perform duties on behalf of AXOGEN.

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by this Agreement, the Parties to this Agreement, intending to be legally bound, agree as follows:

1. Employment. AXOGEN hereby employs Employee, and Employee hereby accepts such employment, beginning October 29, 2018, all upon the terms and conditions set forth in this Agreement, including those set forth in the attached Schedules and Exhibits.

(a) Duties of Employee. The duties of Employee are set forth on Schedule 1 of this Agreement, which is attached hereto and incorporated herein by reference.

(b) Compensation and Benefits. The compensation and benefits to which Employee may be entitled pursuant to this Agreement are set forth on Schedule 2 of this Agreement, which is attached hereto and incorporated herein by reference.

2. Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation Agreement. Contemporaneously with the execution and delivery of this Agreement, Employee shall enter into a Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation attached hereto as Exhibit "A" to this Agreement which shall be incorporated herein by reference.

3. Termination.

(a) At-will. Either AXOGEN or Employee may terminate this Agreement at any time during the course of Employee's employment and for any reason, upon giving written notice to the other party. Employer shall have no further liability or obligation to Employee other than to pay for services rendered through Employee's last date of employment. If Employee elects to terminate this Agreement and provides Employer with any notice period prior to the date of termination, Employer may elect to terminate this Agreement immediately thereon and incur no further obligation to Employee other than for wages worked through the date of termination of this Agreement. It is the intention of the Parties that at all times this shall be an at-will employment relationship during the course of Employee's employment with Employer. Nothing contained in this Agreement shall be deemed or construed to create a contractual relationship between the Parties for a specific duration of time.

(b) Death. In the event of the death of the Employee, this Agreement shall terminate on the date of Employee's death, without any liability to or upon the Employer other than to pay for services rendered prior to the date of the Employee's death.

(c) Permanent Disability. For purposes of this Agreement, the term "Permanent Disability" shall mean a physical or mental incapacity of Employee, which renders Employee unable to perform Employee's duties pursuant to this Agreement, and which shall continue for ninety (90) consecutive days or one hundred and eighty (180) days during any twelve-month period. If AXOGEN or Employee terminates Employee's employment by reason of Permanent Disability of Employee, this Agreement shall terminate immediately upon written notice by AXOGEN to Employee, or the date Employee gives notice to terminate employment to AXOGEN, without any liability to or upon the Employer other than to pay for services rendered through the termination date.

4. Change in Control.

(a) Definition. For the purposes of this Agreement, a "Change in Control" shall mean the occurrence of any

of the following events:

(i) any "person" (as that term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act")), who holds less than twenty percent (20%) of the combined voting power of the securities of AXOGEN or its parent company AxoGen, Inc. ("INC."), becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of AXOGEN or INC. representing fifty percent (50%) or more of the combined voting power of the securities of either AXOGEN or INC. then outstanding; or

(ii) during any period of twenty-four (24) consecutive months, individuals, who, at the beginning of such period constitute all members of the Board of Directors of INC. (the "Board") and cease, for any reason, to constitute at least a majority of the Board, unless the election of each director who was not a director at the beginning of the period was either nominated for election by, or approved by a vote of, at least two-thirds of the directors then still in office who were directors at the beginning of the period; or

(iii) AXOGEN or INC. consolidates or merges with another company, and AXOGEN or INC. is not the continuing or surviving corporation, provided, however, that any consolidation or merger whereby INC. continues as the majority holder of AXOGEN securities or a merger or consolidation of AXOGEN and INC. will not constitute a Change in Control; or

(iv) shares of AXOGEN's or INC.'s common stock are converted into cash, securities, or other property, other than by a merger of AXOGEN or INC., pursuant to Section 5(a)(iii), in which the holders of AXOGEN's or INC.'s common stock immediately prior to the merger have the same proportionate ownership of common stock of the surviving corporation as immediately after the merger; or

(v) AXOGEN or INC. sells, leases, exchanges, or otherwise transfers all, or substantially all, of its assets (in one transaction or in a series of related transactions), provided, however, that any such transaction related to AXOGEN whereby INC. continues as the majority holder of AXOGEN securities or INC. is the sole other party to the transaction, will not constitute a Change in Control; or

(vi) the holders of AXOGEN's or INC.'s stock approve a plan or proposal for the liquidation or dissolution of AXOGEN or INC.

(b) Severance.

(i) Termination in Connection with a Change of Control. In the event of Employee's termination of employment by AXOGEN without Substantial Cause (as defined below) upon or within one hundred and eighty (180) days following a Change in Control or by Employee for Good Reason (as defined below), Employee will be entitled to a severance payment consisting of: (A) twelve (12) months of Employee's base salary; and (B) an amount equal to any bonuses paid to Employee during the twelve (12) month period prior to Employee's termination of employment. For purposes of this Agreement, "Substantial Cause" means:

(A) the commission by Employee of any act of fraud, theft, or embezzlement;

(B) any material breach by Employee of this Agreement, provided that AXOGEN shall have first delivered to Employee written notice of the alleged breach, specifying the exact nature of the breach in detail, and provided, further, that Employee shall have failed to cure or substantially mitigate such breach within ten (10) days after receiving such written notice; provided, however, that if such breach is not susceptible of cure or substantial mitigation within ten (10) days, Employee shall have a reasonable time thereafter to cure or substantially mitigate such breach;

(C) a commission or conviction of any felony, or of any misdemeanor involving moral turpitude, or entry of a plea of guilty or nolo contendere to any felony or misdemeanor involving moral turpitude;

(D) material failure to adhere to AXOGEN's or INC.'s corporate codes, policies or procedures which do not violate any applicable Federal, state or local law and have been adopted in good faith for a valid business purpose as in effect from time to time; or

(E) failure to meet reasonable performance standards as established by AXOGEN or INC.

For purposes of this Agreement, "Good Reason" shall mean Employee's resignation from employment upon or within ninety (90) days following a Change of Control, if AXOGEN or INC. is not the surviving entity, provided that Substantial Cause for termination of Employee's employment does not exist at the time of such resignation and the resignation is the result of the occurrence of any one or more of the following:

a) the assignment to Employee of any duties inconsistent in any respect with her position (including status, offices, titles, and reporting requirements), authorities, duties, or other responsibilities as in effect immediately prior to the Change in Control of Employer or INC. or any other action of Employer or INC. which results in a diminishment in such position, authority, duties, or responsibilities, other than an insubstantial and inadvertent action which is remedied by Employer or INC. promptly after receipt of notice thereof given by Employee;

b) a reduction by AXOGEN in Employee's base salary as in effect on the date hereof and as the same shall be increased from time to time hereafter;

c) the failure by AXOGEN to (i) continue in effect any material compensation or benefit plan, program, policy or practice in which Employee was participating at the time of the Change in Control of Employer or INC. or (ii) provide Employee with compensation and benefits at least equal (in terms of benefit levels and/or reward opportunities) to those provided for under each employee benefit plan, program, policy and practice as in effect immediately prior to the Change in Control of Employer or INC. (or as in effect following the Change in Control of Employer or INC., if greater).

d) Employee is required to perform a substantial portion of her duties at a facility which is more than 50 miles from the facility for which Employee performed a substantial portion of her duties immediately prior to the Change in Control.

(ii) Termination not in Connection with a Change of Control. In the event of Employee's termination of employment by AXOGEN without Substantial Cause prior to a Change of Control, Employee shall be entitled to a severance payment consisting of: (A) twelve (12) months of Employee's base salary; and (B) an amount equal to any bonuses paid to Employee during the twelve (12) month period prior to Employee's termination of employment. Notwithstanding anything to the contrary contained in this Section 5(b)(ii), no severance payment will be owed to Employee if Employee is terminated by AXOGEN (with or without cause) within nine months of the first date of Employees employment with AXOGEN.

(c) Payment of Severance. As a condition of receiving any severance under this section 5, Employee must sign (and not revoke) a reasonable, commercially standard separation, waiver and release agreement (to be prepared by Employer at the time of Employee's termination containing legal terms, but not negotiated terms related to settlement payments or other monetary provisions, consistent (consistent being defined as at least two other severance agreements for AxoGen officers entered into with 3 years of each other) with other severance agreements) of all claims (known and unknown) against Employer and INC. arising out of or relating to her employment with Employer or termination thereof, excluding claims for severance under this section 5, as well as any other terms and conditions required by Employer. Payment of any severance for Employee will be made in a lump sum on the first payroll date following the 60th day following the date of Employee's termination of employment. Notwithstanding the foregoing, if the Employee is a "specified employee" on Employee's termination date, the postponement provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), as described in Section 8(n) below, shall apply, if applicable.

So long as Employer or INC. is subject to federal COBRA and Employee timely elects continuation coverage under COBRA, Employer or INC. shall pay the premiums for the Employee and her covered dependent's COBRA (i) for the first twelve (12) months of the COBRA continuation period, or (ii) until such time as the Employee obtains new employment that provides reasonable and comparable health care coverage (including without limitation, coverage of dependents), whichever period is shorter. Employee has the duty to immediately notify the applicable entity, in writing, if the event in (ii) above occurs.

5. Surrender of Records and all Employer and INC. Property. Upon the termination of Employee's employment for any reason, whether by AXOGEN or Employee, Employee agrees to return to AXOGEN and INC., in good condition reasonable wear and tear excepted, (i) any and all equipment belonging to AXOGEN or INC. including, without limitation, computers, cell phones, and personal digital assistants, and (ii) any and all data, computer files, customer lists and contact information, documents and other materials in Employee's possession, or removed by Employee from AXOGEN's or INC.'s premises, whether now in Employee's possession or not, which materials were obtained in connection with Employee's employment with AXOGEN, including any and all copies (whether complete or partial) and extracts thereof, and (iii) any and all other AXOGEN property or Confidential Information and materials as they are defined in Employee's Invention Assignment and Confidentiality Agreement, in the Employee's control or possession.

6. Miscellaneous Provisions.

(a) Amendments to this Agreement only in Writing. The provisions of this Agreement and the attached Schedules and Exhibits shall only be amended, supplemented, or waived by a written agreement executed by both a duly authorized officer of AXOGEN and Employee.

(b) Assignments. Employee shall not assign Employee's rights and/or obligations pursuant to this Agreement or the attached Schedules and Exhibits. AXOGEN may assign its rights and/or obligations pursuant to this Agreement and the attached Schedules and Exhibits at any time without prior notice to Employee. In the event of a Change of Control in which AXOGEN or INC. is not the surviving entity, any reference to AXOGEN or INC. shall be deemed to refer to the surviving entity.

(c) Binding Effect. All of the terms and provisions of this Agreement and the attached Schedules and Exhibits, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.

(d) The Provisions of this Agreement are Severable. If any part of this Agreement, or any of the Schedules or Exhibits entered into pursuant to this Agreement, is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement and its Schedules and Exhibits shall not be so invalidated, and shall be given full force and effect so far as possible.

(e) Survival. Notwithstanding anything to the contrary in this Agreement, the provisions of Sections 1 through 6 shall survive and remain in effect beyond the execution and delivery of this Agreement in accordance with their respective terms of duration.

(f) Waivers. The failure or delay of AXOGEN at any time to require performance by Employee of any provision of this Agreement or the attached Schedules and Exhibits, even if known, shall not affect the right of AXOGEN to require performance of that provision or to exercise any right, power or remedy pursuant to this Agreement or the attached Schedules and Exhibits. Any waiver by AXOGEN of any breach of any provision of this Agreement or the attached Schedules and Exhibits shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy pursuant to this Agreement or the attached Schedules and Exhibits.

(g) Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (i) hand-delivered by messenger or courier service; (ii) sent by an overnight-mail service (e.g. FedX or UPS); or (iii) mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested, and addressed to:

If to Employee:

Employee's most current address on file with AXOGEN.

If to AXOGEN:
AXOGEN Corporation
13631 Progress Blvd., Ste. 400
Alachua, FL 32615 Attn: CEO

With a copy to: AXOGEN Corporation
13631 Progress Blvd., Ste. 400
Alachua, FL 32615
Attn: Human Resources

or to such other address as any party may designate by written notice complying with the terms of this section. Each such notice shall be deemed delivered (a) on the date delivered, if by personal delivery, or (b) on the date upon which the return receipt is signed, delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

(h) Governing Law. This Agreement and the attached Schedules and Exhibits and all transactions contemplated by this Agreement or the attached Schedules and Exhibits shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of laws.

(i) Jurisdiction and Venue. The Parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement and the attached Schedules and Exhibits occurred, or shall occur, in Alachua County, Florida, and the Parties irrevocably and unconditionally (a) agree that any suit, action or legal proceeding arising out of, or relating to, this Agreement or the attached Schedules and Exhibits shall be brought in the courts of record of the State of Florida in Alachua County, or the United States District Court, Northern District of Florida, Gainesville Division; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; (c) waive any objection which they may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agree that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

(j) Remedies Available to Either Party Cumulative. No remedy conferred upon any party pursuant to this Agreement (or the attached Schedules and Exhibits) is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement (or the attached Schedules and Exhibits) now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement (or the attached Schedules and Exhibits) shall preclude any other or further exercise of such right, power or remedy.

(k) Entire Agreement. This Agreement and the attached Schedules and Exhibits represents the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

(l) Section and Paragraph Headings. Section and paragraph headings used throughout this Agreement and the attached Schedules and Exhibits are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or the attached Schedules and Exhibits.

(m) Preparation of Agreement. This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The Parties acknowledge that each party contributed to its negotiations and is equally responsible for its preparation.

(n) Section 409A of the Code. Notwithstanding any provision of this Agreement to the contrary, this Agreement is intended to meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") to the extent applicable, the Parties intend to administer this Agreement in a manner that is consistent with those requirements or an exception thereto, and this Agreement shall be construed and interpreted in accordance with such intent. Any payments that are considered deferred compensation under Section 409A of the Code and that are paid to a "specified employee" (as defined in Section 409A of the Code) upon separation from service shall be subject to a six (6) month delay, if required by Section 409A of the Code. If required by Section 409A of the Code, any amounts otherwise payable during the six (6) month period that commences on and follows the Employee's termination date shall be paid in one lump sum amount on the first payroll date following the six (6) month period following the Employee date of termination (or within thirty (30) days of the Employee's death, if earlier). For purposes of Section 409A of the Code, all payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service" (within the meaning of such term under Section 409A of the Code). Each payment made under this Agreement shall be treated as a separate payment. In no event shall the Employee, directly or indirectly, designate the calendar year of a payment. All reimbursements under this Agreement shall be provided in a manner that complies with Section 409A

of the Code, if applicable. If required by regulations or other guidance issued under Section 409A of the Code or a court of competent jurisdiction, the provisions regarding payments hereunder shall be amended to provide for such payments to be made at the time allowed under such regulations, guidance or authority that most closely achieves the intent of this Agreement.

(o) Liability Insurance. AXOGEN shall cover, at its sole cost and expense, the Employee under directors and officers liability insurance both during the term of this Agreement and for the one year period following the termination of this Agreement, in the same amount and to the same extent as AXOGEN covers its officers and directors.

[Signature Page Follows]

EMPLOYEE AND AXOGEN have executed this Agreement as of the 29th day of October 2018.

AXOGEN CORPORATION

/s/ Karen Zaderej
Name: Karen Zaderej
Title: Chairman, CEO and President

EMPLOYEE:

/s/Maria Martinez
Maria Martinez

SCHEDULE AND EXHIBIT LIST

Schedule 1 Duties of Employee

Schedule 2 Compensation and Benefits

Exhibit A - CONFIDENTIALITY, INTELLECTUAL PROPERTY,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

SCHEDULE 1

DUTIES OF EMPLOYEE

The duties of Employee with AXOGEN CORPORATION ("AXOGEN" or "Employer") are as follows:

1 . Employee's Title: AXOGEN hereby employs Employee as Chief Human Resources Officer, which title may change at AXOGEN's discretion.

2 . Employee's Duties: During employment with AXOGEN, Employee's duties will include, without limitation, the following:

(a) Description of Duties. Employee shall perform all duties in connection with Employee's position, or as otherwise designated by AXOGEN, including, without limitation, the following duties:

- Plan, develop, organize, implement, direct, and evaluate the organization's human resource function and performance.
- Become an integral member in AxoGen's business planning.
- Be a trusted advisor to the AxoGen executive team providing knowledge, guidance and leadership.
- Coach and influence across the AxoGen organization where needed.
- Represent Human Resources in Board of Directors meetings and external functions.
- Translate the strategic and tactical business plans into Human Resource strategic and operational plans.
- Evaluate and advise on the impact of long range planning of new programs/strategies and regulatory action as those items impact the attraction, motivation, development, and retention of the people resources of AxoGen.
- Embrace the mission, strategic vision and culture of AxoGen ensuring employees skills and behaviors are aligned via performance reviews, communication and other appropriate methods.
- Develop innovative strategies across the Human Resources function to scale the business successfully.
- Lead Human Resources team in developing talent acquisition strategies and implementing plans and programs to identify talent within and outside of AxoGen for positions of responsibility.
- Develop progressive and proactive compensation and benefits programs with Human Resources team to provide motivation, incentives, and rewards for effective performance and to provide programs that utilize an employee and company partnership for the short and long-range health and welfare protection of the employees.
- Develop programs to allow AxoGen to embrace applicants and employees of all backgrounds and to permit the full development and performance of all employees.
- Continually assess the competitiveness of all programs and practices against the relevant comparable companies, industries, and markets.
- Establish credibility throughout AxoGen with management and the employees in order to be an effective listener and problem solver of people issues.
- Develop appropriate policies and programs for effective management of the people resources of AxoGen. Included in this area, but not limited only to the following, would be programs for: employee relations, compliance, total rewards, external education, and career development.
- Enhance and/or develop and implement human resource information systems that will improve the overall operation and effectiveness of AxoGen.
- Manage the budget and other financial measures of the Human Resources department.

(b) Report to AXOGEN Designated Manager. Employee shall report to the CEO of AXOGEN.

(c) No Other Business Activities.

(i) Employee shall devote Employee's entire professional time, energy and skill to the performance of Employee's duties pursuant to the Agreement, the service of AXOGEN, and promotion of AXOGEN's interests. The Parties agree that Employee may not during Employee's employment, except as permitted in writing by AXOGEN, be engaged in any other business activity, whether or not such activity is pursued for gain, profit, or other pecuniary advantage including, without limitation, management or management consulting activities.

(ii) Notwithstanding the preceding subsection, Employee may invest Employee's personal assets in businesses or real estate that are not in competition with AXOGEN or are in publicly traded entities where the form or manner of such investment will not require services on the part of Employee, and in which Employee's participation is solely that of a passive investor. Further, AXOGEN agrees to Employee continuing in her capacity as Board Member, Good360 and member of Board of Managers, MGT Consulting, LLC.

SCHEDULE 2 COMPENSATION AND BENEFITS

Subject to the terms and conditions of the Executive Employment Agreement (the "Agreement"), Employee may be entitled to receive from AXOGEN Corporation ("AXOGEN" or "Employer") the following compensation and benefits:

1. Base Salary.

(a) Amount. Employee's salary during employment with AXOGEN will be at the rate of $325,000.00 (Three Hundred Twenty Five Thousand Dollars) annually, (the "Base Salary") effective upon execution and delivery of the Agreement and Employee's first day of employment with AXOGEN.

(b) Payment. The Base Salary shall be payable in accordance with the existing payroll practices of AXOGEN, which practices may be changed by AXOGEN from time to time at its sole discretion. The Base Salary shall be subject to all appropriate withholding taxes.

(c) Review of Base Salary. The Base Salary shall be reviewed by AXOGEN on an annual basis; however, AXOGEN reserves the right to increase or decrease the Base Salary at any time during the employment relationship in its sole discretion.

(d) Additional Compensation. In addition to the Base Salary, Employee may also be eligible to receive stock options, benefits, paid vacations and holidays during Employee's Employment.

2. Business Expenses and Reimbursements. Employee shall be eligible for reimbursement by AXOGEN in accordance with AXOGEN's normal reimbursement practices for ordinary and necessary business expenses incurred by Employee in the performance of Employee's duties for AXOGEN, so long as Employee timely submits to AXOGEN accurate invoices and receipts of all expenses submitted for reimbursement pursuant to this section.

3. Benefits. Employee will be permitted to participate in such benefit plans of AXOGEN that may be in effect from time to time, to the extent Employee is eligible under the terms of those plans. Nothing herein shall be construed to require AXOGEN to institute or continue any particular plan or benefit. AXOGEN reserves the right to add, change, or eliminate any benefits at any time at its sole discretion.

4. Vacations and Holidays. Employee will be entitled to paid vacation of 4 weeks per calendar year beginning in the calendar year 2019 and 3 weeks for the 2018 calendar year, prorated based on the date of this Agreement, and holidays in accordance with the holiday policies of AXOGEN in effect for its employees from time to time. Vacation must be taken by Employee at such time or times as reasonably approved by AXOGEN.

5. Bonus.

(a) Calculation. During the Employment Period, Employee may receive a bonus based on an AXOGEN bonus plan, as determined by AXOGEN in its sole discretion. Bonus for 2018 will be pro rated based on Employee start date and her target rate set at 45% of salary subject to the conditions of such bonus as established by the AXOGEN Board of directors.

(b) Payment. The Bonus if paid shall be paid in accordance with, and subject to, the normal payroll policies of AXOGEN with respect to similar forms of compensation, including, without limitation, being subject to all appropriate withholding taxes.

6. Compensation Review. AXOGEN shall, from time to time, but no less frequently than annually, review Employee's compensation (including benefits) and may, in its sole discretion, increase, or decrease, or eliminate any or all of the benefits. Any such increase or decrease in the compensation package shall be valid only if in writing, executed by a duly authorized officer of AXOGEN, and such writing shall constitute an amendment to this Paragraph 6 (and to the Agreement and any applicable Schedules or Exhibits) solely as to the benefits, without waiver or modification of any other terms, conditions or provisions of the Agreement.

7. No Other Compensation. Employee agrees that the compensation and benefits set forth in the Agreement, this Schedule 2, the employee stock option agreement with respect to 40,000 shares of common stock and performance stock unit agreement for 5,500 shares of even date herewith are the sole and exclusive compensation and benefits to which

Employee is entitled pursuant to the Agreement, this Schedule 2 and the stock option and performance stock unit agreements, and that Employee shall have no rights to receive any other compensation or benefits of any nature from AXOGEN.

EXHIBIT A OF EMPLOYMENT AGREEMENT

(Document Content on Following Page)

CONFIDENTIALITY, INTELLECTUAL PROPERTY,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Confidentiality, Intellectual Property, Non-Competition and Non-Solicitation Agreement (this "Agreement") is effective as of October 29, 2018 (the "Effective Date") by and between AxoGen Corporation, having a place of business at 13631 Progress Blvd., Suite 400, Alachua, FL 32615 ("AxoGen") and Maria Martinez ("Employee"). AxoGen and Employee may each be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, AxoGen is a global leader in developing, marketing, selling and distributing surgical solutions for peripheral nerve damage or discontinuity and has spent substantial time, resources and monies developing its Confidential Information (as defined below);

WHEREAS, Employee has accepted employment with or is currently an employee of AxoGen who will or does, as the case may be, receive certain compensation and other employment-related benefits from AxoGen in return for Employee performing Employee's job duties and responsibilities;

WHEREAS, during Employee's employment Employee will be provided with periodically supplemented Confidential Information, including trade secrets, as well as the opportunity to contribute to the creation and/or maintenance of Confidential Information;

WHEREAS, Employee recognizes that AxoGen's Confidential Information is an important and valuable asset to AxoGen and that AxoGen has a legitimate business interest in protecting these assets;

WHEREAS, Employee recognizes that AxoGen's relationships with AxoGen Customers and its goodwill AxoGen customers are important and valuable assets to AxoGen and that AxoGen has a legitimate business interest in protecting those assets; and

WHEREAS, in consideration for Employee's initial employment or continued employment, as the case may be, with AxoGen, Employee agrees to abide by the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, including initial or continued employment, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree as follows:

1. DEFINITIONS.

The following terms, when used in this Agreement with initial capital letters, shall have the respective meanings set forth in this Section 1.

"AxoGen Customers" means accounts, customers, physicians, hospitals, acute surgical care centers, group purchasing organizations, integrated delivery networks or other clients that: (a) have purchased AxoGen products during the prior one (1) year; or (b) have received or requested a proposal to purchase AxoGen products during the prior one (1) year.

"Competing Organization" means any person or organization which is engaged in or about to become engaged in research on, consulting regarding, or development, production, marketing or selling of a Competing Product including, but not limited to, the organizations identified on Schedule 1 attached hereto.

"Competing Product" means any product, process, technology, machine or invention of any person or organization other than AxoGen in existence or under development which is similar to, resembles, competes with, is substitutable for, or is intended to be similar to, resemble, compete with, or be substitutable for a product, process, technology, machine or invention of AxoGen.

"Confidential Information" means AxoGen's confidential, proprietary, trade secret or any other non-public information, including without limitation: (a) AxoGen Customers; (b) actual or potential vendors, suppliers, distributors or referral sources; (c) products, product know-how, product manufacturing and distribution systems and processes, product technology, product development plans and strategies; (d) marketing and sales strategies and plans, product pricing policies, offerings and structures; (e) business and financial information of a non-public nature (e.g., strategy plans, forecasts, budgets); (f) employee, personnel or payroll policies, records and information; (g) corporate development strategies including acquisitions, divestitures, growth plans and other plans; (h) inventions, research and development activities; and (i) information disclosed to AxoGen in confidence belonging to third parties. Confidential Information does not include information that is or becomes part of the public domain through no fault of Employee.

"Copyrightable Works" means all works of authorship, fixed in any tangible medium of expression known or later developed, including but not limited to writings, reports, articles, white papers, compilations, summaries, graphics, computer programs, user interfaces, drawings, designs, documentation and publications.

"Intellectual Property" means all inventions, patents, patent applications, designs, discoveries, ideas, innovations, improvements, know-how, trade secrets, methods, processes, specifications, procedures, trademarks, certifications, and invention disclosures, whether patentable or not.

"Material Contact" means (i) any interaction between Employee and an AxoGen Customer which takes place in an effort to establish, maintain, and/or further a business relationship on behalf of AxoGen, (ii) any AxoGen Customer whose dealings with AxoGen were coordinated or supervised by Employee, (iii) any AxoGen Customer about whom Employee obtained Confidential Information in the ordinary course of business as result of Employee's association with AxoGen, or (iv) any AxoGen Customer who receives product or services from AxoGen, the sale or provision of which results or resulted in compensation, commissions or earnings for Employee, all within the last year of Employee's employment with AxoGen (or during Employee's employment if employed less than a year).

2. CONFIDENTIAL INFORMATION AND PROPERTY.

2.1. Non-Disclosure of Confidential Information. Employee acknowledges that the Confidential Information is of great value to AxoGen, that AxoGen has legitimate business interests in protecting its Confidential Information, and that the disclosure to anyone not authorized to receive such information, including any Competing Organization, will cause irreparable injury to AxoGen. Employee agrees: (a) not to make use of the Confidential Information for any purpose other than is necessary to perform Employee's duties while an employee of AxoGen; and (b) not to disclose, use, disseminate, identify, or publish Confidential Information for five (5) years after the termination of Employee's employment with AxoGen for any reason. Notwithstanding the foregoing, Employee agrees not to, and shall not for any reason disclose, use, disseminate, identify or publish Confidential Information that is an AxoGen trade secret, as long as that Confidential Information remains a trade secret and does not become publicly known through no fault of Employee.

2.2. Return of Confidential Information and AxoGen Property. Upon termination of Employee's employment with AxoGen for any reason, or at any time as AxoGen requests, Employee will promptly return to AxoGen all Confidential Information and other tangible property that belongs to AxoGen in Employee's possession; such tangible property includes but is not limited to: all keys and security and credit cards; all products, product samples, computers, cellular phones and other electronic devices; and all customer and account files, price lists, product information, training manuals, advertising and promotional materials, handbooks and polices (in physical or electronic format). Employee shall not retain possession of any copies of correspondence, memoranda, reports, notebooks, drawings, photographs notes, research and scientific data, and tangible communications

concerning the same, or other documents in any form whatsoever (including information contained in computer memory or any portable storage device (e.g., a "thumb drive") relating in any way to the Confidential Information obtained by or entrusted to Employee during Employee's employment with AxoGen.

2.3 Defend Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, 18 U.S.C. §1833, Employee acknowledges that Employee shall not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Employee files a lawsuit for retaliation by AxoGen for reporting a suspected violation of law, Employee shall not have criminal or civil liability under any federal or state trade secret law if Employee discloses the trade secret to Employee's attorney and (X) files any document containing the trade secret under seal and (Y) does not disclose the trade secret, except pursuant to court order.

3. RESTRICTIVE COVENANTS.

3.1. Employee Acknowledgment.

(a) Employee acknowledges that: (a) Employee's position and employment with AxoGen gives Employee access to and knowledge of AxoGen Customers and its vendors, suppliers, distributors or referral sources (collectively, "AxoGen Business Partners"), which represent important and unique business assets that have resulted from a significant investment of time, resources and monies by AxoGen; (b) Employee would cause AxoGen great loss, damage and immediate irreparable harm if Employee were to engage in unfair or unlawful competitive activity by improperly using or disclosing any information related to AxoGen Business Partners for Employee's own benefit or for the benefit of any Competing Organization.

(b) Employee acknowledges and agrees that the restrictions contained in this Section 3, are reasonable and necessary to protect AxoGen's legitimate business interests, promote and protect the purpose and subject matter of this Agreement and Employee's employment, and deter any potential conflict of interest. Employee agrees that Employee knows of no reason why any restriction contained in this Section 3 is not reasonable and enforceable and that all such restrictions are necessary and reasonable to protect AxoGen's interests. Employee also acknowledges and agrees that the restrictions contained in this Section 3 will not impair or infringe upon Employee's right to work or earn a living when Employee's employment with AxoGen ends.

3.2 Non-Compete.

(a) During Employee's employment with AxoGen and for a period of one (1) year following the termination of Employee's employment with AxoGen for any reason, Employee will not work for (as an employee, consultant, contractor, agent or otherwise) or render services directly or indirectly to any Competing Organization whereby the services Employee would provide for, to, or on behalf of the Competing Organization (i) are the same as or similar to those services that Employee provided for, to, or on behalf of AxoGen during Employee's employment, (ii) involve the development, sale, marketing, or distribution of a Competing Product, or (iii) could enhance the use or marketability of a Competing Product. This restriction covers (i) the United States, (ii) any state or territory in which AxoGen is engaged in its business at the time of and during the year prior to Employee's separation from AxoGen, and (iii) any state or territory in which Employee was providing services for AxoGen at the time of and during the year prior to Employee's separation from the Company.

(b) The restrictions herein shall not prohibit Employee from accepting employment with a Competing Organization whose business is diversified and which is, as to that part of its business in which Employee accepts employment, not a Competing Organization. If Employee accepts employment with a Competing Organization, Employee will provide AxoGen written assurances satisfactory to AxoGen that Employee will not render services, directly or indirectly, for the time period herein in connection with any Competing Product.

3.3 Non-Solicitation of Employees and AxoGen Business Partners.

(a) During Employee's employment with AxoGen and for a period of two (2) years following the termination of Employee's employment with AxoGen for any reason, Employee will not in any capacity, directly or indirectly, solicit, induce or influence, or attempt to solicit, induce or influence, any person engaged as an employee, independent contractor, or agent of AxoGen to terminate his or her employment and/or business relationship with AxoGen or do any act which may result in the impairment of the relationship between AxoGen and its employees, independent contractors or agents.

(b) During the term of Employee's employment with AxoGen and for a period of one (1) year following the termination of Employee's employment with AxoGen for any reason, Employee will not in any capacity, directly or indirectly: (i) solicit, contact, accept solicited business from, provide competitive services to, or sell any Competing Product to an AxoGen Customer; (ii) divert, entice or otherwise take away from AxoGen the business or patronage of any AxoGen Business Partner; or (iii) solicit or induce any AxoGen Business Partner to terminate or reduce its relationship with AxoGen or otherwise interfere with AxoGen's relationship with any AxoGen Business Partner. This restriction applies only to those AxoGen Customers and AxoGen Business Partners with whom Employee had Material Contact.

3.4 New Employer Notification. To enable AxoGen to monitor Employee's compliance with the obligations set forth in this Agreement, Employee agrees to notify AxoGen in writing before commencing employment with a new employer; such notification shall include the identify of Employee's new employer, job title and responsibilities. Employee will continue to notify AxoGen, in writing, any time Employee accepts or changes employment during the time periods set forth in this Section 3. Employee agrees that AxoGen is permitted to contact any new or prospective employer regarding Employee's obligations owed to AxoGen.

3.5 Modification of Non-Compete and Non-Solicitation Provisions. The parties agree that a court of competent jurisdiction may modify any invalid, overbroad or unenforceable term of this Section 3 so that such term, as modified, is valid and enforceable under applicable law; such court is also authorized to extend the time periods set forth in this Section 3 for any period of time in which Employee is in breach of this Agreement or as necessary to protect the legitimate business interests of AxoGen. If a court of competent jurisdiction determines that any term of this Section 3 is invalid, overbroad, or unenforceable, in whole or in part, and cannot be modified as set forth in the prior sentence to make such term valid and enforceable under applicable law, the Parties agree that any such term, in whole or in part as the case may, shall be severable and the remainder of this Section 3 and this Agreement shall nevertheless be enforceable and binding on the Parties.

4. INVENTIONS.

4.1. Disclosure of Developments. Employee agrees that during and subsequent to Employee's employment with AxoGen, Employee will promptly disclose and furnish complete information to AxoGen relating to all inventions, improvements, modifications, discoveries, methods and developments, whether patentable or not, made or conceived by Employee or under Employee's direction during Employee's employment whether or not made or conceived during normal business hours or on AxoGen premises.

4.2 Ownership of Intellectual Property.

(a) Employee agrees to assign and hereby does assign to AxoGen all right, title and interest including goodwill and intellectual property rights worldwide in and to any and all Intellectual Property made, conceived, developed, reduced to practice or authored by Employee alone or with others for Employer during the course of Employee's employment, whether conceived, developed or reduced to practice, which are within the scope of AxoGen's actual or anticipated research and development business.

(b) AxoGen's rights in Section 4.2(a) above shall not apply to any Intellectual Property conceived and developed without the use of AxoGen's equipment, supplies, facilities and trade secret information and which was developed entirely on Employee's own time, or prior to employment by AxoGen or is subject to the ownership rights of others (such as Employee's prior employer), unless (a) the Intellectual Property relates (i) directly to AxoGen's business; (ii) to AxoGen's actual or anticipated research and development; (iii) the Intellectual Property results from or relates to any work performed by Employee for AxoGen.

(c) Employee agrees that AxoGen shall have a non-exclusive, fully paid-up, sublicensable, irrevocable worldwide license to use for all purposes any Intellectual Property within the scope of AxoGen's actual or anticipated business but not assigned to AxoGen pursuant to Section 4.2(b), unless such a license is prohibited by statute or by a court of last resort and competent jurisdiction.

4.3 Copyrightable Works. Employee acknowledges that all Copyrightable Works shall to the fullest extent permissible be considered "works for hire" in the United States as defined in the U.S. Copyright Laws and in any other country adhering to the "works made for hire" or similar notion. All such Copyrightable Works shall from the time of creation be owned solely and exclusively by AxoGen throughout the world. If any Copyrightable Work or portion thereof shall not be legally qualified as a work made for hire in the United States or elsewhere or shall subsequently be held to not be a work made for hire, Employee agrees to assign and does hereby assign to AxoGen all Employee's right, title and interest to the Copyrightable Works and all registered and applied for copyrights therein. Employee hereby waives any moral rights which Employee may hold in any existing or future Copyrightable Works or other Intellectual Property as an author worldwide and hereby consents to any action of AxoGen that would violate its moral rights in the absence of such consent.

4.4 License. In the event that any of the rights in any Copyrightable Works or other Intellectual Property ("Intellectual Property Rights") cannot be transferred to AxoGen pursuant to the terms of this Agreement, Employee hereby (i) unconditionally and irrevocably waives the enforcement of any Intellectual Property Rights retained by Employee, and all claims and causes of action of any kind against AxoGen with respect to those rights; and (ii) grants to AxoGen an irrevocable, perpetual, fully paid-up, transferable, sublicensable, royalty-free, exclusive worldwide right and license to use, reproduce, distribute, display, perform, prepare derivative works of, modify, enforce, and otherwise use and exploit all or any portion of such existing and future Intellectual Property Rights.

4.5 Causes of Action. Employee further irrevocably assigns to AxoGen all causes of action, including accrued, existing and future causes of action, arising out of or related to the Intellectual Property Rights.

4.6 Cooperation. When requested to do so by AxoGen, either during or subsequent to Employee's employment with AxoGen, Employee shall: (a) execute all documents requested by AxoGen for the vesting in AxoGen of the entire right, title and interest in and to the Intellectual Property and Confidential Information, and all patent, copyright, trademarks or other applications filed and issuing on the Intellectual Property; (b) execute all documents requested by AxoGen for filing and obtaining of patents, trademarks or copyrights; and (c) provide assistance that AxoGen reasonably requires to protect its right, title and interest in the Intellectual Property and Confidential Information. Employee acknowledges that the obligations herein shall continue beyond the termination of Employee's employment with AxoGen with respect to Intellectual Property conceived, authored or made by Employee during Employee's period of employment and shall be binding on Employee's executors, administrators or other legal representatives.

4.7 Prior Intellectual Property. Attached as Schedule 2 is a complete list, if any, of all of Employee's Intellectual Property made, conceived or first reduced to practice by Employee, alone or jointly with others, prior to Employee's employment with AxoGen ("Prior Intellectual Property"). If in the course of Employee's employment with AxoGen Employee incorporates into an AxoGen product, process or machine any Prior Intellectual Property, then Employee hereby grants, and agrees to grant, AxoGen a non-exclusive, royalty-free, irrevocable, perpetual, transferable, sublicensable worldwide license to make, modify, use and sell such Prior Intellectual Property as part of or in connection with such product, process or machine. Notwithstanding the foregoing, Employee agrees not to, and shall not, use at or on behalf of AxoGen any Prior Intellectual Property that would be in violation of Section 5.3 of this Agreement.

5. EMPLOYEE REPRESENTATIONS.

5.1. Performance. During Employee's employment with AxoGen, Employee shall devote Employee's best efforts, attention and energies to the performance of Employee's duties as an employee of AxoGen.

5.2 Code of Conduct; Conflicts of Interest. Employee agrees to adhere to AxoGen's Code of Conduct, including but not limited to the provisions regarding Conflicts of Interest. Employee will not engage in any activity

or have any outside interest that could interfere with the satisfactory performance of Employee's duties or be detrimental to AxoGen or be engaged in any other occupation or activity that conflicts with Employee's obligations to AxoGen. Employee agrees to promptly notify AxoGen of any potential conflict of interest.

5.3. Agreements with Prior Employers. Employee has not signed any non-competition, non-solicitation, or other agreement that Employee has not disclosed to AxoGen that prohibits Employee from being employed by AxoGen, fully performing Employee's duties or fully providing services to or on behalf of AxoGen during Employee's employment or assigning works and ideas to AxoGen ("Prior Non-Compete Agreement"). Employee has not and will not disclose to AxoGen or use for AxoGen's benefit any information that to Employee's knowledge is proprietary or confidential to any of Employee's prior employers without proper consent from the prior employer. If Employee has signed a Prior Non-Compete Agreement with a prior employer, Employee has provided a copy of such agreement to AxoGen's Human Resources Department under separate cover.

5.4 At-Will Employment. Employee acknowledges that this Agreement does not obligate Employee to remain employed by AxoGen nor does it confer upon Employee the right to continued employment by AxoGen. Employee and AxoGen each have the right to terminate the employment relationship at any time, for any reason or no reason, with or without notice and with or without cause.

6. MISCELLANEOUS.

6.1. Inside Information. Employee hereby acknowledges that Employee is aware (and that Employee's representatives who are apprised of this matter have been advised) that the United States securities laws prohibit Employee and any person or entity that has received material non-public information about AxoGen from Employee ("Inside Information") from purchasing or selling securities of AxoGen or from communicating such information to any person under circumstances under which such other person may purchase or sell securities of AxoGen.

6.2 Essence of the Agreement. The restrictive covenants set forth in Sections 2-4 are the essence of this Agreement and they shall be construed as agreements independent of (i) any other agreements, or (ii) any other provision in this Agreement. The existence of any claim or cause of action of Employee against AxoGen, whether predicated on this Agreement or otherwise, regardless of who was at fault and regardless of any claims that either Employee or AxoGen may have against the other, will not constitute a defense to the enforcement by AxoGen against Employee of the restrictive covenants set forth in Sections 2-4. AxoGen shall not be barred from enforcing the restrictive covenants set forth in Sections 2-4 by reason of any breach of (i) any other part of this Agreement, or (ii) any other agreement with Employee.

6.3. Entire Agreement; Prior Agreements. This Agreement including its Schedules sets forth the entire agreement between the Parties as it relates to the subject matter of this Agreement; this Agreement supersedes and replaces prior agreements between Employee and AxoGen with respect to the subject matter addressed in the Agreement. The provisions of this Agreement shall not be amended, supplemented, waived or changed orally; any such alteration shall only be valid through a written amendment to this Agreement signed by both Parties.

6.4 Severability. This Agreement shall be enforceable to the fullest extent allowed by law. In the event that a court holds any provision of this Agreement to be invalid or unenforceable, the Parties agrees that, if allowed by law, that provision shall be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

6.5. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This Agreement may not be assigned by Employee.

6.6. Injunctive Relief. Employee acknowledges that because of the difficulty of measuring economic losses to AxoGen as a result of a breach or threatened breach of any of the covenants in this Agreement, and because of the immediate and irreparable damage that would be caused to the Company and for which monetary damages would not be a sufficient remedy and which harm would not be fully or adequately compensated by

recovery of damages alone, the Parties agree that, in addition to all other remedies or damages that may be available to AxoGen hereunder and at law or in equity, in the event of a breach or a threatened breach by Employee of any covenants in this Agreement, AxoGen shall be entitled to specific performance and injunctions restraining such breach, without being required to post any bond or other security.

6.7. Disputes and Litigation. In the event of any dispute or litigation between or among the Parties with respect to this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees and costs.

6.8. Governing Law; Jurisdiction and Venue and Waiver of Jury Trial. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. The Parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Alachua County, Florida. The Parties further agree that in any dispute between them relating to this Agreement, exclusive venue shall be in the Circuit Court of the Eighth Judicial Circuit, in and for Alachua County, Florida, or the United States District Court, Northern District of Florida, Gainesville Division. Each of the Parties hereby consents to the exclusive jurisdiction of such courts in any such civil action or legal proceeding and waives any objection to the venue of or jurisdiction in any such civil action or legal proceeding in such courts. Service of any court paper may be effectuated on such Party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules. **The Parties further agree to waive any right to a trial by jury should any action be brought to enforce this Agreement.**

6.9. Counterparts; Transmission. This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same document. This Agreement may be executed by facsimile or electronic transmission.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

AXOGEN CORPORATION	**EMPLOYEE**
By /s/ Karen Zaderej	/s/Maria Martinez
Name:Karen Zaderej	Name: Maria Martinez
Title: Chairman, CEO and President	

Schedule 1

Competing Organizations

Amniox Medical Inc.

Applied Biologics Inc.

Baxter International, Inc.

Checkpoint Surgical Inc.

Guangzhou Zhongda Medical (China)

Integra LifeSciences Inc.

Medovent GmbH

MiMedx Group Inc.

Neuraptive Therapeutics

Polyganics B.V.

Stryker Corporation

Vivex Biomedical Inc.

Schedule 2

List of Prior Intellectual Property

N/A

EXHIBIT 99.1

AxoGen, Inc. Reports 2018 Third Quarter Financial Results

Q3 Revenue of $22.7 million, representing 41% growth over prior year;
Management reiterates full year 2018 guidance and introduces 2019 guidance

ALACHUA, FL – October 29, 2018 – AxoGen, Inc. (NASDAQ: AXGN), a global leader in developing and marketing innovative surgical solutions for damage or discontinuity to peripheral nerves, today reported financial results and business highlights for the third quarter ended September 30, 2018.

Third Quarter 2018 Financial Results and Recent Business Highlights

- Revenue of $22.7 million, up 41% compared to $16.0 million in the third quarter of 2017
- Gross margin of 84.7% compared to 84.4% in the third quarter of 2017
- Net loss for the quarter was $4.1 million, or $0.11 per share, compared to net loss of $2.1 million, or $0.06 per share, in the third quarter of 2017
- Adjusted net loss for the quarter was $1.9 million, or $0.05 per share, compared to adjusted net loss of $1.2 million, or $0.04 per share, in the third quarter of 2017
- Adjusted EBITDA loss of $2.4 million compared to adjusted EBITDA loss of $433,000 in Q3 2017
- As separately announced today, on September 26th the U.S. Food and Drug Administration (FDA) granted the Regenerative Medicine Advanced Therapy (RMAT) designation to Avance® Nerve Graft. The RMAT designation provides a streamlined approval pathway for regenerative medicine technologies that aim to treat, modify, reverse or cure a serious or life-threatening disease or condition, with preliminary clinical evidence indicating the potential to address unmet medical needs for such disease or condition.

"We are pleased to report another strong quarter of growth for AxoGen," said Karen Zaderej, chairman, CEO, and president of AxoGen. "Our third quarter performance was driven by continued improvements in the productivity of our direct sales force and reflects growing surgeon acceptance of Avance® Nerve Graft, a biologically active nerve therapy with more than ten years of comprehensive clinical evidence. We continue to advance our differentiated platform for nerve repair with demonstrated clinical consistency and meaningful recovery outcomes."

Additional Third Quarter and Recent Operational Highlights

- Increased active accounts by 45 in the third quarter to 679, up 21% from 563 a year ago
- Ended the quarter with 76 direct sales representatives, an increase of four representatives in the quarter and 23 representatives in the last 12 months, and 20 independent sales agencies
- Conducted four national education programs in the third quarter and 14 programs year-to-date, including four Fellows programs
- Increased the number of clinical presentations related to our surgical portfolio by three, for a total of 25 for the year

- Added three peer reviewed clinical publications to our surgical portfolio for a total of 65

- Entered into an agreement to lease 75,000 square feet of office space in a building to be completed in Q1 of 2020 in Tampa, FL; and, extended the office lease for the Company's Alachua facility through at least Q2 of 2021

- On October 26, the Company entered into a lease for approximately 15,000 square feet of space in Tampa, FL to be utilized as temporary office space until the permanent facility is completed

- Ended the quarter with $126.4 million in cash, cash equivalents, and investments compared to $133.6 million at the end of Q2 2018. Cash burn in the quarter includes $4.9 million related to completing the purchase of the AxoGen Processing Center in Dayton, OH

"We are seeing growing surgeon awareness of clinical data that we believe will continue to drive adoption in our core trauma market," noted Zaderej. "In addition, we are pleased with the surgeon response to our OMF application, as well as our early market development efforts in breast reconstruction neurotization. We will continue to evolve our market development and application expansion strategy and look forward to providing more detail on these initiatives at our November 19 Analyst and Investor Day in New York."

2018 Financial Guidance
Management reiterates 2018 revenue will grow at least 40% over 2017 revenue and gross margins will remain above 80%. Additionally, management continues to expect to have at least 80 direct sales representatives by year end.

Introducing 2019 Financial Guidance
Management expects full year 2019 revenue will grow at least 35% over 2018 revenue and gross margins will remain above 80%.

AxoGen Analyst & Investor Day
AxoGen will host its Third Annual Analyst and Investor Day in New York City on November 19, 2018. AxoGen executives and surgeon thought leaders will discuss the company's comprehensive platform for nerve repair and the emerging nerve repair market. Those interested in attending the event can RSVP at axogenevents@troutgroup.com.

Conference Call
The Company will host a conference call and webcast for the investment community today at 4:30 p.m. ET. Investors interested in participating by phone are invited to call toll free at (877) 407-0993 or use the direct dial-in number at (201) 689-8795. Those interested in listening to the conference call live via the Internet can do so by visiting the Investors page of the Company's website at www.axogeninc.com and clicking on the webcast link on the Investors home page.

Following the conference call, a replay will be available on the Company's website at www.axogeninc.com under Investors.

About AxoGen
AxoGen (AXGN) is the leading company focused specifically on the science, development and commercialization of technologies for peripheral nerve regeneration and repair. We are passionate about helping to restore peripheral nerve function and quality of life to patients with physical damage or discontinuity to peripheral nerves by providing innovative, clinically proven and economically effective repair solutions for surgeons and health care providers. Peripheral nerves provide the pathways for both motor and sensory signals throughout the body. Every day, people suffer traumatic injuries or undergo surgical procedures that impact the function of their peripheral nerves. Physical damage to a peripheral nerve, or the inability to properly reconnect peripheral nerves, can result in the loss of muscle or organ function, the loss of sensory feeling, or the initiation of pain.

AxoGen's platform for peripheral nerve repair features a comprehensive portfolio of products, including Avance® Nerve Graft, an off-the-shelf processed human nerve allograft for bridging severed peripheral nerves without the comorbidities associated with a second surgical site, AxoGuard® Nerve Connector, a porcine submucosa extracellular matrix (ECM) coaptation aid for tensionless repair of severed peripheral nerves, AxoGuard® Nerve Protector, a porcine submucosa ECM product used to wrap and protect damaged peripheral nerves and reinforce the nerve reconstruction while preventing soft tissue attachments, and Avive® Soft Tissue Membrane, a minimally processed human umbilical cord

membrane that may be used as a resorbable soft tissue covering to separate tissue layers and modulate inflammation in the surgical bed. Along with these core surgical products, AxoGen also offers AcroVal® Neurosensory & Motor Testing System and AxoTouch® Two-Point Discriminator. These evaluation and measurement tools assist health care professionals in detecting changes in sensation, assessing return of sensory, grip, and pinch function, evaluating effective treatment interventions, and providing feedback to patients on peripheral nerve function. The AxoGen portfolio of products is available in the United States, Canada, the United Kingdom, and several other European and international countries.

Cautionary Statements Concerning Forward-Looking Statements
This Press Release contains "forward-looking" statements as defined in the Private Securities Litigation Reform Act of 1995. These statements are based on management's current expectations or predictions of future conditions, events, or results based on various assumptions and management's estimates of trends and economic factors in the markets in which we are active, as well as our business plans. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "projects," "forecasts," "continue," "may," "should," "will," and variations of such words and similar expressions are intended to identify such forward-looking statements. The forward-looking statements may include, without limitation, statements regarding our assessment on our internal control over financial reporting, our growth, our 2018 and 2019 guidance, product development, product potential, financial performance, sales growth, product adoption, market awareness of our products, data validation, our visibility at and sponsorship of conferences and educational events. The forward-looking statements are subject to risks and uncertainties, which may cause results to differ materially from those set forth in the statements. Forward-looking statements in this release should be evaluated together with the many uncertainties that affect AxoGen's business and its market, particularly those discussed in the risk factors and cautionary statements in AxoGen's filings with the Securities and Exchange Commission. Forward-looking statements are not guarantees of future performance, and actual results may differ materially from those projected. The forward-looking statements are representative only as of the date they are made and, except as required by law, AxoGen assumes no responsibility to update any forward-looking statements, whether as a result of new information, future events, or otherwise.

About Non-GAAP Financial Measures
To supplement our consolidated financial statements, we use the non-GAAP financial measures of EBITDA, which measures earnings before interest, income taxes, depreciation and amortization, and Adjusted EBITDA which further excludes non-cash stock compensation expense. We also use the non-GAAP financial measures of Adjusted Net Loss and Adjusted Net Loss Per Common Share - basic and diluted which excludes non-cash stock compensation expense and loss on extinguishment of debt from Net Loss and Net Loss Per Common Share - basic and diluted, respectively. These non-GAAP measures are not based on any comprehensive set of accounting rules or principles and should not be considered a substitute for, or superior to, financial measures calculated in accordance with GAAP, and may be different from non-GAAP measures used by other companies. In addition, these non-GAAP measures should be read in conjunction with our financial statements prepared in accordance with GAAP. The reconciliations of AxoGen's GAAP financial measures to the corresponding non-GAAP measures should be carefully evaluated.

We use these non-GAAP financial measures for financial and operational decision-making and as a means to evaluate period-to-period comparisons. We believe that these non-GAAP financial measures provide meaningful supplemental information regarding our performance and liquidity and that both management and investors benefit from referring to these non-GAAP financial measures in assessing our performance and when planning, forecasting, and analyzing future periods. We believe these non-GAAP financial measures are useful to investors because (1) they allow for greater transparency with respect to key metrics used by management in its financial and operational decision-making and (2) they are used by our institutional investors and the analyst community to help them analyze the performance of our business.

Contacts:

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The Trout Group – Investor Relations
Brian Korb
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bkorb@troutgroup.com

AXOGEN, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)

	September 30, 2018	December 31, 2017
Assets		
Current assets:		
Cash and cash equivalents	$ 25,629,057	$ 36,506,624
Investments	100,740,344	-
Accounts receivable, net	13,990,477	11,064,720
Inventory	10,949,045	7,315,942
Prepaid expenses and other	1,477,419	853,381
Total current assets	152,786,342	55,740,667
Property and equipment, net	7,673,263	2,197,039
Intangible assets	1,198,131	936,992
Total assets	$ 161,657,736	$ 58,874,698
Liabilities and Shareholders' Equity		
Current liabilities:		
Borrowings under revolving loan agreement	$ -	$ 4,000,000
Accounts payable and accrued expenses	11,956,797	8,952,061
Current maturities of long term obligations	35,962	735,017
Contract liabilities, current	22,540	31,668
Total current liabilities	12,015,299	13,718,746
Long Term Obligations, net of current maturities and deferred financing fees	38,314	19,809,772
Other long-term liabilities	76,002	95,514
Contract liabilities	48,694	68,631
Total liabilities	12,178,309	33,692,663
Shareholders' equity (deficit):		
Common stock, $.01 par value; 100,000,000 shares authorized; 38,672,216 and 34,350,329 shares issued and outstanding	386,722	343,503
Additional paid-in capital	294,589,477	153,167,817
Accumulated deficit	(145,496,772)	(128,329,285)
Total shareholders' equity	149,479,427	25,182,035
Total liabilities and shareholders' equity	$ 161,657,736	$ 58,874,698

AXOGEN, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
Three and Nine Months ended September 30, 2018 and 2017
(unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2018	September 30, 2017	September 30, 2018	September 30, 2017
Revenues	$ 22,660,139	$ 16,046,253	$ 60,504,496	$ 43,455,390
Cost of goods sold	3,464,010	2,504,278	9,282,605	6,697,127
Gross profit	19,196,129	13,541,975	51,221,891	36,758,263
Costs and expenses:				
Sales and marketing	14,653,307	9,466,496	41,148,567	27,515,266
Research and development	3,306,856	1,795,292	7,966,535	4,727,551
General and administrative	6,070,547	3,778,612	16,751,038	10,659,756
Total costs and expenses	24,030,710	15,040,400	65,866,140	42,902,573
Loss from operations	(4,834,581)	(1,498,425)	(14,644,249)	(6,144,310)
Other income (expense):				
Investment income	727,115	-	883,665	-
Interest expense	5,964	(577,941)	(1,123,861)	(1,639,874)
Interest expense – deferred financing costs	-	(46,110)	(81,329)	(136,711)
Loss on extinguishment of debt	-	-	(2,186,114)	-
Other expense	(126)	(1,603)	(15,598)	(25,388)
Total other income (expense)	732,953	(625,654)	(2,523,237)	(1,801,973)
Net loss	$ (4,101,628)	$ (2,124,079)	$ (17,167,486)	$ (7,946,283)
Weighted Average Common Shares outstanding – basic and diluted	38,504,810	33,286,211	36,582,261	33,146,546
Loss Per Common share – basic and diluted	$ (0.11)	$ (0.06)	$ (0.47)	$ (0.24)
Adjusted Net Loss - non GAAP	$ (1,890,155)	$ (1,205,053)	$ (9,000,143)	$ (5,454,291)
Adjusted Net Loss Per Common Share - basic and diluted	$ (0.05)	$ (0.04)	$ (0.25)	$ (0.16)

AXOGEN, INC.
RECONCILIATION OF GAAP FINANCIAL MEASURES TO NON-GAAP FINANCIAL MEASURES
Three and Nine Months ended September 30, 2018 and 2017
(unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2018	**September 30, 2017**	**September 30, 2018**	**September 30, 2017**
Net loss	$ (4,101,628)	$ (2,124,079)	$(17,167,486)	$ (7,946,283)
Depreciation and amortization expense	199,730	128,963	574,684	346,839
Amortization expense of intangible assets	18,835	18,753	58,550	60,459
Income Taxes	-	-	12,656	23,974
Investment income	(727,115)	-	(883,665)	-
Interest expense	(5,964)	577,941	2,637,204	1,639,874
Interest expense - deferred financing costs	-	46,110	754,100	136,711
EBITDA - non GAAP	$ (4,616,142)	$ (1,352,312)	$(14,013,957)	$ (5,738,426)
Non Cash Stock Compensation Expense	2,211,473	919,026	5,981,229	2,491,992
Adjusted EBITDA - non GAAP	$ (2,404,669)	$ (433,286)	$ (8,032,728)	$ (3,246,434)
Net loss	$ (4,101,628)	$ (2,124,079)	$(17,167,486)	$ (7,946,283)
Loss on extinguishment of debt	-	-	2,186,114	-
Non cash stock compensation expense	2,211,473	919,026	5,981,229	2,491,992
Adjusted Net Loss - non GAAP	$ (1,890,155)	$ (1,205,053)	$ (9,000,143)	$ (5,454,291)
Weighted Average Common Shares outstanding – basic and diluted	38,504,810	33,286,211	36,582,261	33,146,546
Adjusted Net Loss Per Common Share - basic and diluted	$ (0.05)	$ (0.04)	$ (0.25)	$ (0.16)

AXOGEN, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
Nine Months ended September 30, 2018 and 2017
(unaudited)

	Nine Months Ended	
	September 30, 2018	**September 30, 2017**
Cash flows from operating activities:		
Net loss	$ (17,167,486)	$ (7,946,283)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation	574,684	346,839
Amortization of intangible assets	58,550	60,459
Amortization of deferred financing costs	81,329	136,711
Loss on disposal of equipment	1,361	-
Loss on extinguishment of debt	2,186,114	-
Provision for bad debt	297,563	83,733
Provision for inventory write down	876,656	999,698
Changes in investment gains and losses	(375,101)	-
Share-based compensation	5,981,229	2,491,992
Change in assets and liabilities:		
Accounts receivable	(3,223,320)	(2,232,090)
Inventory	(4,509,760)	(2,239,801)
Prepaid expenses and other	(624,038)	(60,108)
Accounts payable and accrued expenses	3,004,736	70,365
Contract and other liabilities	(48,577)	99,367
Net cash used in operating activities	(12,886,060)	(8,189,118)
Cash flows from investing activities:		
Purchase of property and equipment	(6,052,269)	(616,432)
Purchase of investments	(103,865,243)	-
Sale of investments	3,500,000	-
Acquisition of intangible assets	(319,689)	(182,953)
Net cash used for investing activities	(106,737,201)	(799,385)
Cash flows from financing activities:		
Proceeds from issuance of common stock	132,963,000	-
Cash paid for equity offering	(256,770)	-
Borrowing on revolving loan	26,253,043	41,553,210
Payments on revolving loan and prepayment penalties	(30,488,886)	(41,578,233)
Repayments of long-term debt and prepayment penalties	(22,502,114)	(15,589)
Debt issuance costs	-	(29,472)
Proceeds from exercise of stock options	2,777,421	1,085,279
Net cash provided by financing activities	108,745,694	1,015,195
Net increase (decrease) in cash and cash equivalents	(10,877,567)	(7,973,308)
Cash and cash equivalents, beginning of year	36,506,624	30,014,405
Cash and cash equivalents, end of period	$ 25,629,057	$ 22,041,097
Supplemental disclosures of cash flow activity:		
Cash paid for interest	$ 1,321,920	$ 1,631,795