

**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): January 31, 2024

**ELUTIA INC.**

(Exact name of registrant as specified in its charter)

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

**001-39577**  
(Commission  
File Number)

**47-4790334**  
(IRS Employer  
Identification No.)

**12510 Prosperity Drive, Suite 370, Silver Spring, MD 20904**

(Address of principal executive offices) (Zip Code)

**(240) 247-1170**

(Registrant's telephone number, including area code)

**N/A**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
<b>Class A Common Stock, \$0.001 par value per share</b>	<b>ELUT</b>	<b>The Nasdaq Capital Market</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On January 31, 2024, the Compensation Committee of the Board of Directors (the “Compensation Committee”) of Elutia Inc., a Delaware corporation (the “Company”) approved actions, which are described further below and in Item 8.01 of this Current Report on Form 8-K (the “Report”), pursuant to which the Company repriced and restructured certain of the Company’s outstanding equity incentives, and granted additional equity incentives to certain employees of the Company (collectively, the “Compensation Actions”). The Compensation Actions included the following:

- *Amendments to CEO Incentive Agreements.* The Company and C. Randal Mills, Ph.D., the Company’s President and Chief Executive Officer, entered into amendments to his existing stock option agreements, dated June 21, 2022, covering 182,511 shares of Class A common stock, par value \$0.001 per share, of the Company (“Class A Common Stock”), and his existing restricted stock unit (“RSU”) agreements, dated June 21, 2022, covering 89,894 shares of Class A Common Stock. The stock options and RSUs granted under such agreements were scheduled to vest ratably upon the Company achieving share price thresholds (for 20 consecutive trading days) of \$12.50, \$17.00, \$25.00 and \$37.00 per share, and the agreements were amended to provide that the incentives would instead vest ratably upon the Company achieving closing share price thresholds (for 20 consecutive trading days) of \$6.00, \$10.00, \$14.00 and \$18.00 per share. All other terms of such stock option agreements and restricted stock unit agreements, including the number of shares of Class A Common Stock subject thereto and the requirement that the recipient remain in service with the Company through the applicable vesting date, remained unchanged.
  - *New CEO Incentives.* Dr. Mills was granted stock options covering 650,000 shares of Class A Common Stock, with an exercise price per share of \$3.61 (the closing price of the Company’s Class A Common Stock on the Nasdaq Capital Market on the date of grant), and RSUs covering 650,000 shares of Class A Common Stock. Pursuant to the terms of the related incentive agreements: (i) options covering 162,500 shares, and RSUs covering 162,500 shares (such RSUs, the “Clearance Criteria RSUs”), will vest on the tenth business day following clearance by the U.S. Food & Drug Administration of the Company’s CanGaroo®RM antibiotic-eluting biologic envelope (the “Clearance Criteria”); (ii) options covering 162,500 shares, and RSUs covering 162,500 shares, will vest ratably upon the Company achieving closing share price thresholds (for 20 consecutive trading days) of \$6.00, \$10.00, \$14.00 and \$18.00 per share (such RSUs, the “Share Price RSUs”); (iii) options covering 325,000 shares will vest in equal monthly installments over the three-year period from the date of grant; and (iv) of the remaining 325,000 RSUs, (A) one-sixth will vest on June 10, 2024, and (B) the remaining RSUs will vest in ten equal installments beginning on September 10, 2024, and continuing on the tenth day of the third month of each subsequent calendar quarter. With respect to the Clearance Criteria RSUs and Share Price RSUs, if vesting is set to occur during a regularly scheduled “blackout period” under the Company’s then-current insider trading policy, vesting will be delayed until the first business day following expiration of such blackout period. The terms of the incentive agreements are otherwise consistent with the Company’s applicable standard forms of incentive agreement.
  - *New Executive Officer Incentives.* Matthew Ferguson, the Company’s Chief Financial Officer, and Michelle L. Williams, Ph.D., the Company’s Chief Scientific Officer, were each granted stock options covering 200,000 shares of Class A Common Stock, with an exercise price per share of \$3.61 (the closing price of the Company’s Class A Common Stock on the Nasdaq Capital Market on the date of grant), and RSUs covering 200,000 shares of Class A Common Stock. Pursuant to the terms of the related incentive agreements: (i) options covering 50,000 shares, and RSUs covering 50,000 shares, will vest on the tenth business day following achievement by the Company of the Clearance Criteria, provided, that if vesting of the RSUs is set to occur during a regularly scheduled “blackout period” under the Company’s then-current insider trading policy, vesting will be delayed until the first business day following expiration of such blackout period; (ii) options covering 150,000 shares will vest in equal monthly installments over the three-year period from the date of grant; and (iii) of the remaining 150,000 RSUs, (A) one-sixth will vest on June 10, 2024, and (B) the remaining RSUs will vest in ten equal installments beginning on September 10, 2024, and continuing on the tenth day of the third month of each subsequent calendar quarter. The terms of the incentive agreements are otherwise consistent with the Company’s applicable standard forms of incentive agreement.
-

- *New CFO Incentives.* Mr. Ferguson also was granted RSUs covering 50,000 shares of Class A Common Stock. Pursuant to the terms of the incentive agreement, the RSUs vest in three equal installments on September 10, 2024, March 10, 2025, and September 10, 2025. The terms of the incentive agreements are otherwise consistent with the Company's standard form of incentive agreement.

The foregoing descriptions of the material terms of the amendments and the stock option and RSU incentive agreements are qualified in their entirety by reference to the forms of amendment and incentive agreements, which are filed as Exhibits 10.1 through 10.4 to this Report and incorporated herein by reference.

#### **Item 8.01 Other Events.**

As a part of the Compensation Actions described in Item 5.02 to this Report, on January 31, 2024, the Compensation Committee, pursuant to the authority granted to it under the terms of the Aziyo Biologics, Inc. 2020 Incentive Award Plan (the "2020 Plan") and Aziyo Biologics, Inc. Amended and Restated 2020 Incentive Award Plan (the "2023 Plan"), approved an exchange program, with effect from the date of approval, to reprice options to purchase Class A Common Stock (i) that were granted under the 2020 Plan or 2023 Plan, (ii) were held as of the effective date by the Company's then-current employees and consultants other than the Company's executive officers (Dr. Mills, Mr. Ferguson, and Dr. Williams), (iii) do not qualify as incentive stock options, and (iv) have an exercise price per share greater than \$7.00. Upon approval of the program by the Compensation Committee, the repriced stock options were immediately repriced such that the exercise price per share for such options was reduced to \$3.61 per share, which was the closing price of the Company's Class A Common Stock on the date of approval. There were no changes to the number of shares underlying the repriced stock options or to the vesting schedules or expiration dates of the repriced stock options. The repriced stock options cover a total of 144,427 shares of Class A Common Stock and had original exercise prices ranging from \$7.16 per share to \$17.00 per share. The repricing did not include outstanding options under the Company's incentive award plans covering a total of 1,353,849 shares of Class A Common Stock, which consisted of stock options with exercise prices ranging from \$2.37 per share to \$6.39 per share, stock options held by the Company's executive officers, and certain incentive stock options, all of which options remain unchanged. In addition to the ineligible options held by the Company's executive officers, options held by non-employee members of the Company's Board of Directors were not eligible for the repricing.

The Compensation Committee approved the repricing to provide added incentive to retain and motivate the holders of the repriced stock options. As of the date of approval of the repricing, nearly all of the stock options held by Company employees were "underwater", with exercise prices well above the current market price of the Company's common stock.

In addition, as part of the Compensation Actions, the Compensation Committee approved grants of incentive awards to certain of the Company's employees, other than its executive officers, consisting stock options covering a total of 565,561 shares of Class A Common Stock with an exercise price per share of \$3.61 (the closing price of the Company's Class A Common Stock on the Nasdaq Capital Market on the date of grant), and RSUs covering a total of 1,167,500 shares of Class A Common Stock. Pursuant to the terms of the related incentive agreements: (i) options covering 53,061 shares were vested as of the date of grant; (ii) of the remaining options (A) 25% will vest on the tenth business day following achievement by the Company of the Clearance Criteria, and (B) 75% will vest in equal monthly installments over the three-year period from the date of grant; (iii) 25% of the RSUs will vest on the tenth business day following achievement by the Company of the Clearance Criteria, provided, that if vesting of the RSUs is set to occur during a regularly scheduled "blackout period" under the Company's then-current insider trading policy, vesting will be delayed until the first day following expiration of such blackout period; and (iv) of the remaining RSUs, (A) one-sixth will vest on June 10, 2024, and (B) the remaining RSUs will vest in ten equal installments beginning on September 10, 2024, and continuing on the tenth day of the third month of each subsequent calendar quarter. The terms of the incentive agreements are otherwise consistent with the Company's standard forms of incentive agreement.

---

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Exhibit Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Form of Amendment to Stock Option Agreements, dated January 31, 2024, between the Company and C. Randal Mills, Ph.D.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Form of Amendment to Restricted Stock Unit Agreements, dated January 31, 2024, between the Company and C. Randal Mills, Ph.D.</u></a>
<a href="#"><u>10.3</u></a>	<a href="#"><u>Form of Stock Option Agreement under the Aziyo Biologics, Inc. Amended and Restated 2020 Incentive Award Plan.</u></a>
<a href="#"><u>10.4</u></a>	<a href="#"><u>Form of Restricted Stock Unit Agreement under the Aziyo Biologics, Inc. Amended and Restated 2020 Incentive Award Plan.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ELUTIA INC.**  
*(Registrant)*

Date: February 2, 2024

By: /s/ Matthew Ferguson  
Matthew Ferguson  
Chief Financial Officer

---

**AZIYO BIOLOGICS, INC.  
2020 INCENTIVE AWARD PLAN**

**AMENDMENT TO  
STOCK OPTION GRANT NOTICE AND STOCK OPTION AGREEMENT**

**THIS AMENDMENT TO THE STOCK OPTION GRANT NOTICE AND STOCK OPTION AGREEMENT** (the “**Amendment**”) by and between Elutia Inc., a Delaware corporation (the “**Company**”) and Charles Randal Mills (“**Optionee**”) is effective as of the 31<sup>st</sup> day of January, 2024 (the “**Effective Date**”).

**WITNESSETH:**

**WHEREAS**, the Aziyo Biologics, Inc. 2020 Incentive Award Plan (the “**Plan**”) was adopted by the Company effective September 27, 2020 (and subsequently amended and restated effective April 27, 2023);

**WHEREAS**, the Optionee was granted an option to purchase \_\_\_\_\_ Shares (the “**Option**”) on June 21, 2022 pursuant to a Stock Option Grant Notice and Stock Option Agreement (the “**Grant Notice**”) that provides for vesting of the Option when the Company’s common stock price is at least \$\_\_\_\_\_ for 20 consecutive days; and

**WHEREAS**, the Compensation Committee of the Board of Directors has determined that it is in the best interests of the Company to amend the Grant Notice to reduce the common stock price required for vesting.

**NOW, THEREFORE**, effective as of the Effective Date, the Vesting Schedule on the first page of the Grant Notice is hereby amended to read:

“**Vesting Schedule: Performance – Common stock price \$\_\_\_\_\_ for 20 consecutive days**”.

Except as provided herein, the terms and provisions of the Grant Notice shall continue in full force and effect.

**ELUTIA INC.**

By \_\_\_\_\_  
Name:  
Title:

---

**AZIYO BIOLOGICS, INC.  
2020 INCENTIVE AWARD PLAN**

**AMENDMENT TO  
RESTRICTED STOCK UNIT AWARD GRANT NOTICE AND  
RESTRICTED STOCK UNIT AGREEMENT**

**THIS AMENDMENT TO THE RESTRICTED STOCK UNIT AWARD GRANT NOTICE AND RESTRICTED STOCK UNIT AGREEMENT** (the “**Amendment**”) by and between Elutia Inc., a Delaware corporation (the “**Company**”) and Charles Randal Mills (“**Participant**”) is effective as of the 31<sup>st</sup> day of January, 2024 (the “**Effective Date**”).

**WITNESSETH:**

**WHEREAS**, the Aziyo Biologics, Inc. 2020 Incentive Award Plan (the “**Plan**”) was adopted by the Company effective September 27, 2020 (and subsequently amended and restated effective April 27, 2023);

**WHEREAS**, the Participant was granted RSUs with respect to \_\_\_\_\_ Shares (the “**RSUs**”) on June 21, 2022 pursuant to a Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Agreement (the “**Grant Notice**”) that provides for vesting of the RSUs when the Company’s common stock price is at least \$ \_\_\_\_\_ for 20 consecutive days; and

**WHEREAS**, the Compensation Committee of the Board of Directors has determined that it is in the best interests of the Company to amend the Grant Notice to reduce the common stock price required for vesting.

**NOW, THEREFORE**, effective as of the Effective Date, the Vesting Date on the first page of the Grant Notice is hereby amended to read:

“**Vesting Date:** The RSUs will vest upon the Company’s achievement of a share price of \$ \_\_\_\_\_, determined based on twenty consecutive days trading at or above the threshold, subject to the Participant’s continued employment with or service to a Company Group Member through such date.”

Except as provided herein, the terms and provisions of the Grant Notice shall continue in full force and effect.

**ELUTIA INC.**

By \_\_\_\_\_  
Name:  
Title:

---

**AZIYO BIOLOGICS, INC.  
AMENDED AND RESTATED 2020 INCENTIVE AWARD PLAN**

**STOCK OPTION GRANT NOTICE AND  
STOCK OPTION AGREEMENT**

Elutia Inc., a Delaware corporation (the “Company”), pursuant to its Amended and Restated 2020 Incentive Award Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (“Participant”) an option to purchase the number of Shares set forth below (the “Option”). The Option is subject to the terms and conditions set forth in this Stock Option Grant Notice (the “Grant Notice”), the Plan and the Stock Option Agreement attached hereto as Exhibit A including any Appendix thereto (the “Agreement”), each of which is incorporated into this Grant Notice by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

**Participant:** [[FIRSTNAME]] [[LASTNAME]]

**Grant Date:** [[GRANTDATE]]

**Exercise Price Per Share:** [[GRANTPRICE]]

**Total Number of Shares Subject to Option:** [[SHARESGRANTED]]

**Expiration Date:** The earlier of (i) ten years after the Grant Date or (ii) the termination, expiration or cancellation of the Option in accordance with the terms of the Plan.

**Type of Option:**  Incentive Stock Option  Non-Qualified Stock Option

**Vesting Schedule:** [[VESTINGTEMPLATEDESC]]

By Participant’s signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Plan, the Agreement and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Plan, the Agreement and the Grant Notice. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Agreement and the Grant Notice.

**ELUTIA INC.**

**PARTICIPANT**

By: \_\_\_\_\_  
 Print Name: Matthew Ferguson  
 Title: Chief Financial Officer

By: \_\_\_\_\_  
 [[SIGNATURE]]  
 Print Name: [[FIRSTNAME]] [[LASTNAME]]

---

**EXHIBIT A**  
**TO STOCK OPTION GRANT NOTICE**

**STOCK OPTION AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant an Option under the Plan to purchase the number of Shares set forth in the Grant Notice.

**ARTICLE I.**  
**GENERAL**

1.1 **Defined Terms.** Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice. For purposes of this Agreement,

(a) “**Cause**” shall have the meaning ascribed to such term in any relevant employment agreement between Participant and a Company Group Member; *provided that*, in the absence of such agreement containing such definition, “Cause” shall mean (i) Participant performing his or her duties, in the good faith opinion of the Board, in a grossly negligent or reckless manner or with willful malfeasance, (ii) Participant exhibiting habitual drunkenness or engaging in substance abuse, (iii) Participant committing any material violation of any state or federal law relating to the workplace environment (including, without limitation, laws relating to sexual harassment or age, sex or other prohibited discrimination) or any material violation of any Company Group policy, (iv) Participant willfully failing or refusing to perform in the usual manner at the usual time those duties which he or she regularly and routinely performs in connection with the business of the Company Group or such other duties reasonably related to the capacity in which he or she is employed hereunder which may be assigned to him or her by the Board, (v) Participant performing any material action when specifically and reasonably instructed not to do so by the Chairman or the Board, (vi) Participant materially breaching Participant’s material breach of this Agreement or any other confidentiality, non-compete or non-solicitation covenant with a Company Group Member, (vii) Participant committing any fraud or using or appropriating for his or her personal use or benefit any funds, properties or opportunities of the Company Group not authorized by the Board to be so used or appropriated; or (viii) Participant being convicted of any felony or any other crime related to his or her employment or involving moral turpitude. The Company Group Member shall not be entitled to terminate Participant for Cause pursuant to clause (iii), (iv), (v) or (vi) unless the Company provides written notice stating in reasonable detail the basis for termination and a fifteen (15) day opportunity to cure to Participant (unless (1) the Company reasonably determines that providing such opportunity to cure to Participant is reasonably likely to have a material adverse effect on its business, financial condition, results of operation, prospects or assets, (2) the facts and circumstances underlying such termination are not able to be cured or (3) the Company has previously provided Participant an opportunity to cure the applicable issues; in the case of (1), (2) or (3), the Company may terminate Participant without providing an opportunity to cure).

(b) “**Cessation Date**” shall mean the date of Participant’s Termination of Service (regardless of the reason for such termination).

(c) “**Company Group**” shall mean the Company and its Affiliates.

(d) “**Company Group Member**” shall mean each member of the Company Group.

---

(e) “Disability” shall have the meaning ascribed to such term in any relevant employment agreement between Participant and a Company Group Member; *provided* that, in the absence of such agreement containing such definition, “Disability” shall mean permanent disability or incapacity as determined in accordance with the Company’s disability insurance policy, if such a policy is then in effect, or if no such policy is then in effect, such permanent disability or incapacity shall be determined by the Board in its good faith judgment based upon inability to perform the essential functions of his or her position, with reasonable accommodation by the Company, for a period in excess of 180 days during any period of 365 calendar days.

1.2 Incorporation of Terms of Plan. Except where this Agreement explicitly states that this Agreement prevails over the Plan, the Option is subject to the terms and conditions set forth in this Agreement and the Plan, each of which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

## **ARTICLE II. GRANT OF OPTION**

2.1 Grant of Option. In consideration of Participant’s past and/or continued employment with or service to any Company Group Member, and for other good and valuable consideration that the Administrator has determined exceeds the aggregate par value of the Shares subject to the Award, effective as of the grant date set forth in the Grant Notice (the “Grant Date”), the Company hereby grants to Participant the Option to purchase any part or all of an aggregate number of Shares set forth in the Grant Notice upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustment as provided in Article 12 of the Plan.

2.2 Exercise Price. The exercise price per Share of the Shares subject to the Option (the “Exercise Price”) shall be as set forth in the Grant Notice.

2.3 Consideration to the Company. In consideration of the grant of the Option by the Company, Participant agrees to render faithful and efficient services to any Company Group Member. Nothing in the Plan, the Grant Notice or this Agreement shall confer upon Participant any right to continue in the employ or service of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between any Company Group Member and Participant.

## **ARTICLE III. PERIOD OF EXERCISABILITY**

3.1 Commencement of Exercisability.

(a) Subject to Participant’s continued employment with or service to a Company Group Member through the applicable vesting date and subject to anything in the Grant Notice, the Plan or this Agreement to the contrary, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) Unless otherwise determined by the Administrator or as set forth in a written agreement between Participant and the Company, any portion of the Option that has not become vested and exercisable on or prior to the Cessation Date (including, without limitation, pursuant to any employment or similar agreement by and between Participant and the Company) shall be forfeited on the Cessation Date and shall not thereafter become vested or exercisable.

---

3.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment that becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof. Once the Option becomes unexercisable, it shall be forfeited immediately.

3.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

(a) The expiration date set forth in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of six (6) months from the Cessation Date by reason of Participant's Termination of Service due to death or, Disability; and

(c) Except as the Administrator may otherwise approve, immediately upon the Cessation Date by reason of Participant's Termination of Service by the Company Group for Cause.

(d) Except as the Administrator may otherwise approve, the expiration of ninety (90) days from the date of Participant's Termination of Service for any other reason.

#### **ARTICLE IV. EXERCISE OF OPTION**

4.1 Person Eligible to Exercise. During the lifetime of Participant, only Participant may exercise the Option or any portion thereof. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.3 hereof, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then Applicable Laws of descent and distribution.

4.2 Partial Exercise. Subject to Section 5.5, any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.3 hereof.

4.3 Exercise and Payment of Exercise Price. Participant may exercise any exercisable portion of the Option by giving written notice of exercise in a form approved by the Administrator (which may be electronic), along with full payment of the Exercise Price for the Shares with respect to which the Option is exercised, in a manner permitted by the Administrator, which may include (a) cash, wire transfer of immediately available funds or check, (b) if permitted by the Administrator, Shares (which may include Shares issuable pursuant to the exercise of an Option) or Shares held for such minimum period of time as may be established by the Administrator, in each case, having a Fair Market Value on the date of delivery equal to the aggregate payments required, (c) delivery of a written or electronic notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable upon exercise of the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company in satisfaction of the aggregate payments required; provided that payment of such proceeds is then made to the Company upon settlement of such sale, (d) any other form of legal consideration acceptable to the Administrator in its sole discretion, or (e) any combination of the above permitted forms of payment.

4.4 Additional Requirements. In order for the Company to issue Shares upon the exercise of the Option, Participant hereby agrees to sign any and all documents required by any applicable law and/or reasonably required by the Administrator. Participant further agrees that in the event that the Company and its counsel deem it necessary or advisable, in their sole discretion, the issuance of Shares may be conditioned upon certain representations, warranties, and acknowledgements by Participant.

---

4.5 Compliance with Law. The Company shall not be obligated to issue any Shares upon the exercise of the Option if such issuance, in the opinion of the Company, might constitute a violation by the Company of any provision of law.

**ARTICLE V.  
OTHER PROVISIONS**

5.1 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group shall have the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local and foreign taxes (including the employee portion of any FICA obligation) required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. The Company Group may withhold or Participant may make such payment in one or more of the forms specified below:

(i) by a bank wire transfer, an ACH (automated clearing house) mechanism, or any other means of electronic funds transfer made payable to the Company Group Member with respect to which the withholding obligation arises;

(ii) by the deduction of such amount from other compensation payable to Participant;

(iii) with respect to any withholding taxes arising in connection with the exercise of the Option, with the consent of the Administrator, by requesting that the Company withhold a net number of Shares issuable upon the exercise of the Option having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;

(iv) with respect to any withholding taxes arising in connection with the exercise of the Option, with the consent of the Administrator, by tendering to the Company vested Shares held for such period of time as may be required by the Administrator in order to avoid adverse accounting consequences and having a then current Fair Market Value not exceeding the amount necessary to satisfy the withholding obligation of the Company Group based on the maximum statutory withholding rates in Participant's applicable jurisdictions for federal, state, local and foreign income tax and payroll tax purposes that are applicable to such taxable income;

(v) with respect to any withholding taxes arising in connection with the exercise of the Option, through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to Shares then issuable to Participant pursuant to the Option, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company Group Member with respect to which the withholding obligation arises in satisfaction of such withholding taxes; *provided* that payment of such proceeds is then made to the applicable Company Group Member at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing.

---

(b) With respect to any withholding taxes arising in connection with the Option, in the event Participant fails to provide timely payment of all sums required pursuant to Section 5.1(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 5.1(a)(ii) or Section 5.1(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate. The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the exercise of the Option to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the exercise of the Option or any other taxable event related to the Option.

(c) In the event any tax withholding obligation arising in connection with the Option will be satisfied under Section 5.1(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares then issuable upon the exercise of the Option as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this Option constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 5.1(c), including the transactions described in the previous sentence, as applicable. The Company may refuse to issue any Shares to Participant until the foregoing tax withholding obligations are satisfied, *provided* that no payment shall be delayed under this Section 5.1(c) if such delay will result in a violation of Section 409A.

(d) In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 5.1(a)(v) or Section 5.1(c) or the payment of the Exercise Price as provided in Section 4.3: (a) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation or exercise of the Option, as applicable, occurs or arises, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (c) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the proceeds of such sale exceed the applicable tax withholding obligation or Exercise Price, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (e) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation or Exercise Price; and (f) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

(e) Any tax consequences arising from the grant or exercise of the Option, from the payment for Shares covered thereby or from any other event or act (of the Company and/or its Affiliates, or Participant), hereunder, shall be borne solely by Participant. Participant is ultimately liable and responsible for, and, to the extent permitted by Applicable Law, agrees to indemnify and keep indemnified the Company Group from, all taxes owed in connection with the Option, regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the Option. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

---

(f) The receipt of the Option and the acquisition of the Shares to be issued upon the exercise of the Option may result in tax consequences. PARTICIPANT IS ADVISED TO CONSULT A TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF RECEIVING OR EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

5.2 [Obligations to the Company]. Participant agrees to comply with the restrictive covenants set forth on Annex A, and Participant acknowledges and agrees that the grant of the Option shall be in material part in consideration of Participant's affirmation of Participant's agreement to comply with the covenants set forth therein.]

5.3 Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares purchasable upon the exercise of any part of the Option unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment will be made for a dividend or other right for which the record date is prior to the date of such issuance, recordation and delivery, except as provided in Section 12.2 of the Plan. Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

5.4 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

5.5 Whole Shares. The Option may only be exercised for whole Shares and in no case may a fraction of a Share be purchased.

5.6 Option Not Transferable. Subject to Section 4.1 hereof, the Option may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the Option have been issued, and all restrictions applicable to such Shares have lapsed. Neither the Option nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, if the Option is a Non-Qualified Stock Option, it may be transferred to Permitted Transferees pursuant to any conditions and procedures the Administrator may require.

5.7 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

---

5.8 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address or email address reflected on the Company's records. By a notice given pursuant to this Section 5.8, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

5.9 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.10 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.11 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

5.12 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the Option in any material way without the prior written consent of Participant.

5.13 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 5.6 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.14 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Option, the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

5.15 No Other Rights. Participant hereby acknowledges that participation in the Plan is voluntary. The value of the Option is an extraordinary item of compensation outside the scope of Participant's normal compensation rights, if any. As such, the Option is not part of normal or expected compensation for purposes of calculating any payments due to severance, resignation, redundancy, end of service, bonuses, long-service awards, pensions or retirement benefits or similar payments. The Plan is discretionary in nature and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The grant of the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive any other grant of the Option or other Awards under the Plan in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of the grant, the form of the Award, number of Shares subject to an Award, vesting, and exercise or settlement provisions, as relevant.

---

5.16 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an Employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of the Company Group, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

5.17 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

5.18 No Obligation to Exercise the Option. The grant and acceptance of the Option imposes no obligation on Participant to exercise.

5.19 Section 409A. This Award is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

5.20 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

5.21 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the right to receive Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

5.22 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

5.23 Incentive Stock Options. Participant acknowledges that to the extent the aggregate Fair Market Value of Shares (determined as of the time the option with respect to the Shares is granted) with respect to which Incentive Stock Options, including this Option (if applicable), are exercisable for the first time by Participant during any calendar year exceeds \$100,000 or if for any other reason such Incentive Stock Options do not qualify or cease to qualify for treatment as “incentive stock options” under Section 422 of the Code, such Incentive Stock Options shall be treated as Non-Qualified Stock Options. Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking the Option and other stock options into account in the order in which they were granted, as determined under Section 422(d) of the Code and the Treasury Regulations thereunder. Participant also acknowledges that an Incentive Stock Option exercised more than three (3) months after Participant's Termination of Service, other than by reason of death or disability, will be taxed as a Non-Qualified Stock Option.

---

5.24 Notification of Disposition. If this Option is designated as an Incentive Stock Option, Participant shall give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or transfer is made (a) within two (2) years from the Grant Date or (b) within one (1) year after the transfer of such Shares to Participant. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

---

**Annex A**

See attached.

---

**AZIYO BIOLOGICS, INC.  
AMENDED AND RESTATED 2020 INCENTIVE AWARD PLAN**

**RESTRICTED STOCK UNIT AWARD GRANT NOTICE AND  
RESTRICTED STOCK UNIT AGREEMENT**

Elutia Inc., a Delaware corporation (the “Company”), pursuant to its Amended and Restated 2020 Incentive Award Plan, as amended from time to time (the “Plan”), hereby grants to the holder listed below (“Participant”) the number of Restricted Stock Units set forth below (the “RSUs”). The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the “Grant Notice”), the Restricted Stock Unit Agreement attached hereto as Exhibit A (the “Agreement”) and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in the Grant Notice and the Agreement.

**Participant:** [[FIRSTNAME]] [[LASTNAME]]

**Grant Date:** [[GRANTDATE]]

**Number of RSUs:** [[SHARESGRANTED]]

**Type of Shares Issuable:** Class A Common Stock

**Vesting Schedule:** [[VESTINGTEMPLATEDESC]]

By Participant’s signature below, Participant agrees to be bound by the terms and conditions of the Plan, the Agreement and the Grant Notice. Participant has reviewed the Plan, the Agreement and the Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing the Grant Notice and fully understands all provisions of the Plan, the Agreement and the Grant Notice. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, the Agreement and the Grant Notice.

**ELUTIA INC.**

**PARTICIPANT**

By:

By:

[[SIGNATURE]]

Print Name: \_\_\_\_\_  
Title: Chief Financial Officer

Print Name: \_\_\_\_\_  
[[FIRSTNAME]] [[LASTNAME]]

---

**EXHIBIT A**  
**TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE**

**RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice.

**ARTICLE I.**

**GENERAL**

**Section 1.1** Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice. For purposes of this Agreement,

(a) “Change in Control” shall mean a Change in Control (as defined under the Plan) that constitutes a “change in control event” as defined in Treasury Regulation Section 1.409A-3(i)(5).

(b) “Company Group” shall mean the Company and its Affiliates.

(c) “Company Group Member” shall mean each member of the Company Group.

(d) “Disability” shall have the meaning ascribed to such term in any relevant employment agreement between Participant and a Company Group Member; *provided* that, in the absence of such agreement containing such definition, “Disability” shall mean permanent disability or incapacity as determined in accordance with the Company’s disability insurance policy, if such a policy is then in effect, or if no such policy is then in effect, such permanent disability or incapacity shall be determined by the Board in its good faith judgment based upon inability to perform the essential functions of his or her position, with reasonable accommodation by the Company, for a period in excess of 180 days during any period of 365 calendar days.

**Section 1.2** Incorporation of Terms of Plan. The RSUs and the shares of Common Stock issued to Participant hereunder (“Shares”) are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

**ARTICLE II.**

**AWARD OF RESTRICTED STOCK UNITS**

**Section 2.1** Award of RSUs

(a) In consideration of Participant’s past and/or continued employment with or service to a Company Group Member and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the “Grant Date”), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan and this Agreement, subject to adjustment as provided in Section 12.2 of the Plan. Each RSU represents the right to receive one Share at the times and subject to the conditions set forth herein. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

---

## Section 2.2 Vesting of RSUs.

(a) Subject to Participant's continued employment with or service to a Company Group Member on each vesting date, and subject to the terms of this Agreement, including, without limitation, Section 2.2(d), the RSUs shall vest in accordance with the vesting schedule set forth in the Grant Notice, with each date on which RSUs vest being a "Vesting Date".

(b) In the event Participant incurs a Termination of Service prior to the final Vesting Date, except as may be otherwise provided herein or by the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all unvested RSUs granted under this Agreement, and Participant's rights in any such RSUs shall lapse and expire.

(c) Notwithstanding the Grant Notice or the provisions of Section 2.2(a) and Section 2.2(b), in the event of Participant's death or in the event Participant incurs a Disability prior to the final Vesting Date, the RSUs shall become vested with respect to all Shares covered thereby on the date of such Termination of Service.

(d) Notwithstanding the Grant Notice or the provisions of Section 2.2(a) and Section 2.2(b), in the event of the occurrence of a Change in Control prior to the final Vesting Date, the RSUs shall become vested with respect to all Shares covered thereby on the date of the consummation of such Change in Control, subject to Participant's continued employment with or service to a Company Group Member through such Change in Control.

## Section 2.3

(a) Distribution or Payment of RSUs. Participant's RSUs shall be distributed in Shares (either in book-entry form or otherwise) on or within two business days following each Vesting Date. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate federal securities laws or any other Applicable Law, *provided* that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and *provided further* that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) All distributions shall be made by the Company in the form of whole Shares, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

Section 2.4 Conditions to Issuance of Certificates. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable, (d) the receipt by the Company of full payment for such Shares, which may be in one or more of the forms of consideration permitted under Section 2.5, and (e) the receipt of full payment of any applicable withholding tax in accordance with Section 2.5 by the Company Group Member with respect to which the applicable withholding obligation arises.

---

Section 2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) As set forth in Section 10.2 of the Plan, the Company shall have the authority and the right to deduct or withhold, or to require the Participant to remit to the Company, an amount sufficient to satisfy all applicable federal, state and local taxes required by law to be withheld with respect to any taxable event arising in connection with the RSUs. Without limiting Section 10.2 of the Plan, the Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the RSUs as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company retain or sell Shares otherwise issuable under the Award, and the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of shares from those shares of Stock then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the tax withholding obligation and to remit the proceeds of such sale to the Participating Company with respect to which the withholding obligation arises. Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(a), including the transactions described in the previous sentence, as applicable.

(b) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of all federal, state, local and foreign taxes applicable with respect to the taxable income of Participant resulting from the vesting or settlement of the RSUs or any other taxable event related to the RSUs.

(c) Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs, regardless of any action the Company or any other Company Group Member takes with respect to any tax withholding obligations that arise in connection with the RSUs. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the subsequent sale of Shares. The Participating Companies do not commit and are under no obligation to structure the RSUs to reduce or eliminate Participant's tax liability.

Section 2.6 Rights as Stockholder. Neither Participant nor any Person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

Section 2.7 [Restrictive Covenants.] Participant agrees to comply with the restrictive covenants set forth [in the employment agreement between Participant and a Company Group Member] [on Annex A] (the "Restrictive Covenants"), which are hereby incorporated by reference, and Participant acknowledges and agrees that the grant of the RSUs shall be in material part in consideration of Participant's affirmation of Participant's agreement to comply with the covenants set forth therein. In the event the Participant materially breaches the Restrictive Covenants or any other written covenants between such Participant and any Company Group Member, the Participant shall immediately forfeit any and all RSUs granted under this Agreement (whether or not vested), and Participant's rights in any such RSUs shall lapse and expire.

---

## ARTICLE III.

### OTHER PROVISIONS

Section 3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested Persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

Section 3.2 RSUs Not Transferable. The RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. No RSUs or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, the RSUs may be transferred to Permitted Transferees, pursuant to any such conditions and procedures the Administrator may require.

Section 3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

Section 3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or similar foreign entity.

Section 3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

Section 3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

---

Section 3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement, are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice and this Agreement, shall be deemed amended to the extent necessary to conform to Applicable Law.

Section 3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant.

Section 3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

Section 3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs, the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

Section 3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of any Company Group Member, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent (i) expressly provided otherwise in a written agreement between a Company Group Member and Participant or (ii) where such provisions are not consistent with applicable foreign or local laws, in which case such applicable foreign or local laws shall control.

Section 3.12 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

Section 3.13 Section 409A. The intent of the parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

Section 3.14 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

---

Section 3.15 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs.

Section 3.16 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

\* \* \* \* \*

---