

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): December 11, 2024

MIMEDX GROUP, INC.

(Exact name of registrant as specified in charter)

Florida
(State or other jurisdiction
of incorporation)

001-35887
(Commission
File Number)

26-2792552
(IRS Employer
Identification No.)

1775 West Oak Commons Ct., NE, Marietta GA 30062
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (770) 651-9100

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 (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	MDXG	The Nasdaq Stock Market LLC

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 Agreement

On December 11, 2024, the Board of Directors of MiMedx Group, Inc. (the “**Company**”) approved a form of Indemnification Agreement to be entered into by the Company with each of its directors and executive officers (as defined by, and determined in accordance with, Section 16 and Rule 3b-7 of the Securities Exchange Act of 1934) (each, an “**Indemnitee**”) and authorized the Company to enter into separate Indemnification Agreements (the “**Agreements**”) with each Indemnitee. The Agreements provide that, subject to certain limitations, the Company will indemnify an Indemnitee to the fullest extent permitted by Florida law for claims arising out of, or in connection with, the Indemnitee’s service to the Company. The Agreements also establish the procedures and requirements for indemnification. The foregoing description is not complete and is qualified in its entirety by reference to the form of Indemnification Agreement that is filed as Exhibit 10.1 and incorporated herein by reference.

Also on December 11, 2024, the Company entered into an amendment (the “**Amendment**”) to the lease (as previously amended, the “**Lease**”) dated January 25, 2013 by and between the Company and CPVF II West Oak LLC (the “**Landlord**”) for the premises that serve as Company’s corporate headquarters in Marietta, Georgia. The Amendment: (a) extends the term of the Lease for an additional period of three years, from the current expiration date of July 31, 2026 to July 31, 2029; (b) provides for two additional two year extensions of the lease at the Company’s option; (c) modifies the rent; and (d) commits the Landlord to provide tenant improvement funds to the Company. The Amendment is filed as Exhibit 10.2 to this Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	Form of Indemnification Agreement.
10.2	Lease Amendment dated December 11, 2024.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURES

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

MIMEDX GROUP, INC.

December 16, 2024

By: /s/ William F. Hulse IV
William F. Hulse IV
General Counsel and Chief Administrative Officer

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”) is made and entered into as of _____, between **MIMEDX GROUP, INC.**, a Florida corporation (the “**Company**”), and _____ (“**Indemnitee**”).

WITNESSETH:

WHEREAS, it is essential to the Company that it be able to retain and attract as officers and directors the most capable persons available;

WHEREAS, increased corporate litigation has subjected officers and directors to litigation risks and expenses, and the limitations on the availability of directors and officers liability insurance have made it increasingly difficult for companies to attract and retain such persons;

WHEREAS, the Company desires to provide Indemnitee with specific contractual assurance of Indemnitee’s rights to full indemnification against litigation risks and expenses (regardless, among other things, of any amendment to the Company’s Articles of Incorporation or revocation of any provision of the Company’s Bylaws or any change in the ownership of the Company or the composition of its Board of Directors);

WHEREAS, Indemnitee is relying upon the rights afforded under this Agreement in accepting or continuing to serve Indemnitee’s position as an officer or director of the Company; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in Section 15 hereof.

NOW, THEREFORE, in consideration of Indemnitee’s agreement to serve as an officer or director, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law. In furtherance of the foregoing indemnification, and without limiting the generality thereof, the Company agrees as follows:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to, or witness in, any Proceeding other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses and Liabilities actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if permitted by applicable law and the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee’s conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses, actually and reasonably incurred in connection with the defense or settlement of such Proceeding, including any appeal thereof, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company; provided, however, if applicable law so provides, no indemnification shall be made under this subsection in respect of any Proceeding as to which the Indemnitee shall have been adjudged to be liable unless, and only to the extent that, the court in which such Proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such Expenses which such court shall deem proper.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. To the extent that Indemnitee is, by reason of his or her Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding, but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection with each successfully resolved claim, issue or matter; *provided, however*, that to the extent the claims, issues or matters as to which Indemnitee is successful arise from, or are related to, the same set of facts as any claim, issue or matter for which the Indemnitee would not be entitled to indemnification or advancement of expenses pursuant to Section 10(b) of this Agreement, the Company shall not indemnify Indemnitee for any such claims, issues or matters. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter. All determinations regarding the allocation of Expenses incurred in connection with each successfully resolved claim, issue or matter under this Section 1(c) shall be made in accordance with Section 6(b) of this Agreement.

2. Settlement of Claims. The Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's written consent. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Company nor Indemnitee will unreasonably withhold their consent to any proposed settlement. The Company shall not be liable to indemnify Indemnitee under this Agreement with regard to any judicial award if the Company was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action.

3. Contribution.

(a) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnatee for any reason whatsoever, the Company, in lieu of indemnifying Indemnatee, shall contribute to the amount incurred by Indemnatee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnatee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnatee in connection with such event(s) and/or transaction(s).

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnatee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnatee harmless from any claims of contribution which may be brought by officers, directors or employees of the Company, other than Indemnatee, who may be jointly liable with Indemnatee.

4. Indemnification for Expenses of a Witness. To the extent that Indemnatee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnatee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

5. Advancement of Expenses. Subject to the exceptions contained in Section 10(b), the Company shall advance all reasonable Expenses actually and reasonably incurred from time to time by or on behalf of Indemnatee in connection with any Proceeding (other than a Proceeding

brought to enforce indemnification under this Agreement, applicable law, the Company's articles of incorporation or by laws, each as amended, any agreement or a resolution of the shareholders entitled to vote generally in the election of directors or of the Board of Directors) by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a written statement or statements from Indemnitee requesting such advance or advances, prior to final disposition of such Proceeding. Such statement or statements shall evidence in the form of invoice detail the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written affirmation by Indemnitee's good faith belief that the standard of conduct necessary for indemnification by the Company as authorized by law and by this Agreement has been met and a written undertaking by or on behalf of the Indemnitee, in substantially the form attached hereto as Exhibit A or in such form as may be required under the Florida Business Corporation Act (the "FBCA") at the time of the execution thereof, to reimburse the portion of any Expenses advanced to Indemnitee relating to claims, issues or matters in the Proceeding for which it should ultimately be determined that Indemnitee is not entitled to be indemnified under this Agreement or otherwise. The undertaking required by this Section 5 is an unlimited and unsecured general obligation by or on behalf of Indemnitee and shall be accepted without reference to Indemnitee's financial ability to repay such advanced Expenses and without any requirement to post security therefor.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity to the fullest extent permitted by law. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request as soon as reasonably practicable following the receipt by Indemnitee of notice thereof, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary, or any other executive officer of the Company, shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination, if required by applicable law, that Indemnitee has met the applicable standard of conduct set forth in Section 1(a) or Section 1(b) shall be made in the specific case by one of the following four methods: (i) by the Board of Directors by a majority vote of a quorum consisting of Disinterested Directors, (ii) if such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more directors not at the time parties to the Proceeding, (iii) for any claim which arises following a Change in Control after the date hereof or as otherwise selected in accordance with Section 6(c) hereof, by Independent Counsel, or (iv) by the shareholders by a majority vote of a quorum consisting of shareholders who were not parties to such Proceeding or, if no such quorum is obtainable, by a majority vote of shareholders who were not parties to such Proceeding.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected (i) by the Board of Directors prescribed in subsection 6(b)(i) or the committee prescribed in subsection 6(b)(ii), or (ii) if a quorum of the directors cannot be obtained for subsection 6(b)(i) and the committee cannot be designated under subsection 6(b)(ii), by majority vote of the full Board of Directors (in which directors who are parties may participate). Indemnitee may, within 10 days after such written notice of selection shall have been given, deliver to the Company, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of “**Independent Counsel**” as defined in Section 14 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company’s selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee’s action is based on the records or books of account of the Company, including financial statements, or on information supplied to Indemnitee by the officers of the Company in the course of their duties, or on the advice of legal counsel for the Company or on information or records given or reports made to the Company by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this

Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the shareholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board of Directors or the Disinterested Directors, if appropriate, resolve to submit such determination to the shareholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of shareholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board of Directors or shareholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any Proceeding or claim, issue or matter to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such Proceeding, or claim, issue or matter with or without payment of money or other consideration) it shall be presumed that

Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(j) Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by Independent Counsel, persons specified by Section 6(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within 90 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Florida, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 15 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

(f) The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within thirty (30) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are actually incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

8. Defense of Claims.

(a) In the event the Company may be obligated to indemnify Indemnitee or is required to advance Expenses to Indemnitee, in either case, in connection with a Proceeding or any claim, issue or matter therein in accordance with Section 5 or Section 6, respectively, the Company shall be entitled to assume the defense of such Proceeding or claim, issue or matter with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee for any Expenses subsequently incurred by Indemnitee with respect to the same Proceeding or claim, issue or matter. Notwithstanding the Company's assumption of the defense of any such Proceeding or claim, issue or matter, the Company shall be obligated to pay the reasonable Expenses of Indemnitee's counsel to the extent (i) the employment of counsel by Indemnitee is authorized by the Company, (ii) counsel for the Company and Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee in the conduct of any such defense such that Indemnitee needs to be separately represented, (iii) the Company is not financially or legally able to perform its indemnification obligations, or (iv) the Company shall not have retained, or shall not continue to retain, such counsel to defend such Proceeding or claim, issue or matter, provided in each case, as it applies to (i)-(iv), that the (A) counsel chosen by Indemnitee is approved by the Company, which approval shall not be unreasonably withheld, (B) Expenses are non-duplicative and are actually and reasonably incurred in connection with Indemnitee's role in the Proceeding or claim, issue or matter despite the Company's assumption of the defense, and (C) such fees are incurred

in compliance with the Company's legal billing guidelines then in effect. The Company shall have the right to conduct such defense as it sees fit in its sole discretion. Regardless of any provision in this Agreement, Indemnitee shall have the right to employ counsel in any Proceeding or claim, issue or matter at Indemnitee's personal expense. Notwithstanding the foregoing, the Company shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim against Indemnitee brought by or in the right of the Company.

(b) Indemnitee shall give the Company such information and cooperation in connection with such Proceeding or claim, issue or matter as may be reasonably appropriate.

9. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Articles of Incorporation of the Company, the Bylaws, any agreement, a vote of shareholders, a resolution of directors or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the FBCA, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles of Incorporation of the Company, the Bylaws, or this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other

enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

10. Exception to Rights of Advancement and Indemnification.

(a) Notwithstanding any provision in this Agreement to the contrary, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(i) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnification or advancement provisions, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(ii) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law.

(b) Notwithstanding any provision in this Agreement to the contrary, indemnification under this Agreement shall not be made to or on behalf of the Indemnitee if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(i) a violation of the criminal law, unless the Indemnitee had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(ii) a transaction from which the Indemnitee derived an improper personal benefit;

(iii) Fraud or bad faith;

(iv) if the Indemnitee is a director, a circumstance under which the liability provisions of section 607.0834 of the FBCA are applicable; or

(v) willful misconduct or a conscious disregard for the best interests of the Company in a proceeding by or in the right of the Company to procure a judgment in its favor or in a proceeding by or in the right of a shareholder.

11. Duration of Agreement. Indemnitee's right to indemnification and advancement of expenses pursuant to this Agreement shall continue regardless of whether Indemnitee has ceased for any reason to be an officer, director, partner, trustee, employee or agent of the Company and shall inure to the benefit of the heirs of the Indemnitee or the executors or administrators of Indemnitee's estate.

12. Change in Control. If there is a Change in Control of the Company, then the acquiring or successor entity, as the case may be (the “**Successor**”), shall not diminish or limit in any manner the indemnification or advancement rights available to the Indemnitee immediately prior to such Change in Control, whether such rights were available under this Agreement, or pursuant to any other agreement, any resolution of the Company’s shareholders or Board of Directors, any provision of the Company’s Articles of Incorporation or Bylaws, or any statute or rule of law providing for indemnification, now or hereafter in effect. No such Successor shall cancel, limit or in any way diminish the rights or coverage provided to the Indemnitee pursuant to one or more directors’ and officers’ insurance policies carried by the Company immediately prior to any such Change in Control.

13. Security. To the extent requested by Indemnitee and approved by the Board of Directors of the Company, the Company may at any time and from time to time provide security to Indemnitee for the Company’s obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

14. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

15. Definitions. For purposes of this Agreement:

(a) "**Change in Control**" shall mean (i) the acquisition by any Person, of direct or indirect beneficial ownership of 40% or more of the voting power or voting securities of the Company, (ii) the acquisition by any Person of direct or indirect beneficial ownership of 20% or more of the voting power or voting securities of the Company and the subsequent election of a majority of the members of the Company's Board of Directors who were not members of the Board for the two-year period immediately preceding their election, (iii) a transfer of all or substantially all of the Company's assets to another Person who is not a wholly owned subsidiary of the Company, or (iv) merger or consolidation of the Company with another corporation where, as a result of such merger and consolidation, less than 60% of the outstanding voting securities of the surviving or resulting corporation shall then be owned by the shareholders of the Company immediately prior to such merger or consolidation.

(b) "**Corporate Status**" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, limited liability company, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(c) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(d) "**Expenses**" means all fees, costs, and expenses of every kind incurred in connection with any Proceeding, including, but not limited to, all reasonable attorneys' fees, retainers, accountants' fees, private investigators' fees, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily, which are actually and reasonably incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include Liabilities.

(e) **"Independent Counsel"** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or any of its entity affiliates or to any director, any corporation of which the director is an officer, or any associate (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended from time to time) of that director; (ii) the Indemnitee in any matter material (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements); or (iii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(f) **"Liabilities"** shall include all judgments, penalties, fines and amounts paid in settlement by Indemnitee.

(g) **"not opposed to the best interest of the Company"** includes the actions of a person who acts in good faith and in a manner he or she reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan.

(h) **"Person"** has the meaning assigned to it Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended; provided, however "Person" shall not include a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(i) **"Proceeding"** means any threatened, pending or completed action, claim, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative, including any appeal therefrom, but excluding one initiated by Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

(j) **"to the fullest extent permitted by law"** means to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader rights to Indemnitee than such law permitted the Company to provide prior thereto), and that any amendment to any applicable law shall not diminish the rights provided to Indemnitee hereunder as of the date of this Agreement unless such amendment expressly provides that is unlawful for the Company to provide the indemnification required by this Agreement and that Indemnitee may not enforce Indemnitee's rights hereunder.

16. **Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by law. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

17. Modification and Waiver. Except as provided in the last sentence of Section 16 above, no supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

18. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

19. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

1775 West Oak Commons Ct. NE
Marietta, GA 30062
Attention: Chairman

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

22. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in a court sitting in the State of Florida (the "**Florida Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Florida Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Florida Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Florida Court has been brought in an improper or inconvenient forum.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on and as of the day and year first above written.

COMPANY

MIMEDX GROUP, INC.

By: _____
Name: _____
Title: _____

INDEMNITEE

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF UNDERTAKING TO REPAY EXPENSES ADVANCED

The Board of Directors of MiMedx Group, Inc.

Re: Undertaking to Repay Expenses Advanced

Ladies and Gentlemen:

This undertaking is being provided pursuant to that certain Indemnification Agreement dated the day of , , by and between MiMedx Group, Inc. (the "Company") and the undersigned Indemnatee (the "Indemnification Agreement"), pursuant to which I am entitled to advance of Expenses in connection with [Description of Proceeding] (the "Proceeding"). Terms used herein and not otherwise defined shall have the meanings specified in the Indemnification Agreement.

I am subject to the Proceeding by reason of my Corporate Status or by reason of alleged actions or omissions by me in such capacity. I hereby affirm that at all times, insofar as I was involved as [a director] [an officer] of the Company, in any of the facts or events giving rise to the Proceeding, I (1) acted in good faith, honestly, and in the best interests of the Company, (2) did not receive any improper personal benefit in money, property or services and (3) in the case of any criminal proceeding, had no reasonable cause to believe that any act or omission by me was unlawful.

In consideration of the advance of Expenses by the Company for reasonable attorneys' fees and related expenses incurred by me in connection with the Proceeding (the "Advanced Expenses"), I hereby agree that if, in connection with the Proceeding, it is established that (1) an act or omission by me was material to the matter giving rise to the Proceeding and (a) was committed in bad faith, willfully or with conscious disregard for the best interests of the Company or (b) was the result of an intentional or recklessly dishonest act or (2) I actually received an improper personal benefit in money, property or services or (3) in the case of any criminal proceeding, I had reasonable cause to believe that the act or omission was unlawful, then I shall promptly reimburse the Advanced Expenses relating to the claims, issues or matters in the Proceeding as to which the foregoing findings have been established and which have not been successfully resolved as described in Section 1(c) of the Indemnification Agreement.

IN WITNESS WHEREOF, I have executed this Affirmation and Undertaking on this day of , 202 .

WITNESS:

(SEAL)

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (the “Fifth Amendment”) is made as of December 11, 2024 (the “Effective Date”) by and between **GEORGIA RE FIELDS, LLC**, a Georgia limited liability company (the “Landlord”), and **MIMEDX GROUP, INC.**, a Florida corporation (the “Tenant”), with reference to the following recitals:

RECITALS:

WHEREAS, HUB Properties, GA, LLC, a Delaware limited liability company (the “Original Landlord”) and Tenant entered into that certain Lease dated as of January 25, 2013 (the “Original Lease”) related to the real property and improvements located at 1775 W. Oak Commons, Marietta, Georgia (the “West Oak Property”), said improvements consisting of 79,854 square feet, including parking and other facilities located on the West Oak Property; and

WHEREAS, CPVF II West Oak, LLC, successor in interest to the Original Landlord, and Tenant entered into that certain First Amendment to Lease/Service Modification dated March 7, 2017 amending the Original Lease (the “First Amendment”); and

WHEREAS, Georgia RE Fields, LLC, successor in interest to CPVF II West Oak, LLC, and Tenant entered into that certain Second Amendment to Lease letter agreement dated August 29, 2018 (the “Second Amendment”), that certain Third Amendment to Lease Agreement dated November 30, 2021 (the “Third Amendment”), and that certain Fourth Amendment to Lease Agreement dated January 26, 2024 (the “Fourth Amendment”); and

WHEREAS, Landlord and Tenant desire to further modify the Original Lease, as amended, to extend the term of the Original Lease, as amended, for three (3) years and to make certain other adjustments to Landlord’s and Tenant’s respective rights and obligations therein, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby acknowledge and agree as follows:

1. **The Lease**. The Original Lease, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment shall collectively be referred to herein as the “Lease.” All capitalized terms not otherwise defined herein shall have the same meanings ascribed to such terms in the Lease. In the event of any inconsistency between the terms and provisions of the Lease and those of this Fifth Amendment, the terms and provisions of this Fifth Amendment shall control. This Fifth Amendment shall be binding upon the successors and assigns of the parties hereto.
2. **Extension of Term; Option to Renew**. The term of the Lease shall be extended for a period of three (3) years, commencing August 1, 2026 and expiring July 31, 2029 (the “Second Extended Term”). Provided there are no Tenant defaults, Tenant shall have the right to extend the term for two (2) additional 2-year periods, with the first extension period running from August 1, 2029 through July 31, 2031 (the “Third Extended Term”) and the second extension period running from August 1, 2031 through July 31, 2033 (the “Fourth Extended Term”). Tenant shall notify Landlord in writing on or before August 1, 2028 if it desires to extend the term through the Third Extended Term. Tenant shall notify Landlord in writing on or before August 1, 2030 if it desires to extend the term through the Fourth Extended Term.

All the terms, covenants and provisions of the Lease applicable immediately prior to the expiration of the Additional Extended Term shall apply to the Second Extended Term, the Third Extended Term, and the Fourth Extended Term, except that (i) the Annual Fixed Rent shall be as provided in Paragraph 3 below, and (ii) Tenant shall have no further right to extend the term of the Lease beyond the Fourth Extended Term.

3. Annual Fixed Rent. Commencing August 1, 2026, Tenant shall pay Annual Fixed Rent as follows:

<u>Period</u>	<u>Annual Rate Per Square Foot</u>	<u>Annual Fixed Rent</u>	<u>Monthly Fixed Rent</u>
<u>Second Extended Term</u>			
8/1/2026 to 7/31/2027	\$ 16.39	\$1,308,807.06	\$109,067.25
8/1/2027 to 7/31/2028	\$ 16.72	\$1,335,158.88	\$111,263.24
8/1/2028 to 7/31/2029	\$ 17.05	\$1,361,510.70	\$113,459.22
<u>Third Extended Term</u>			
8/1/2029 to 7/31/2030	\$ 17.39	\$1,388,661.06	\$115,721.75
8/1/2030 to 7/31/2031	\$ 17.74	\$1,416,609.96	\$118,050.83
<u>Fourth Extended Term</u>			
8/1/2031 to 7/31/2032	\$ 18.10	\$1,445,357.40	\$120,446.45
8/1/2032 to 7/31/2033	\$ 18.46	\$1,474,104.84	\$122,842.07

4. Tenant Improvement Allowance. Landlord shall advance an aggregate of \$210,000.00 in Tenant improvement funds to Tenant, which funds may be used for any legal purpose whatsoever and shall be advanced as follows: \$70,000 due and payable on or before 1/31/2025, \$70,000 due and payable on or before 2/28/2025, and \$70,000 due and payable on or before 3/31/2025.
5. Broker. Tenant hereby represents and warrants that Newmark (“Broker”) represents Tenant with regard to this Fifth Amendment, and to Tenant’s and Landlord’s knowledge, no other broker has participated in any negotiations related to this Fifth Amendment or is entitled to any commission in connection herewith. Tenant hereby indemnifies and holds Landlord harmless from and against any and all claims of any other broker(s) claiming under Tenant in connection with this Fifth Amendment. Landlord shall pay Broker’s commission in accordance with a separate agreement.
6. Miscellaneous. Except as expressly altered or amended in this Fifth Amendment, all the terms, covenants and conditions of the Lease are, and shall continue to be, in full force and effect. This Fifth Amendment shall be governed by the laws of the State of Georgia without regard to its principles of conflicts of laws. This Fifth Amendment constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. This Fifth Amendment may be modified, amended, changed, or terminated only by an agreement in writing signed by all parties hereto. No waiver shall be deemed to have been made by any party of any of its rights under the Lease unless the same is in writing and is signed on its behalf by an authorized signatory. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. This Fifth Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Fifth Amendment in electronic (e.g., “pdf” or “tif”) format by email shall be as effective as delivery of a manually executed counterpart of this Fifth Amendment. In the event one or more of the provisions of this Fifth Amendment should, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Fifth Amendment, and such provision (or part thereof) shall be ineffective to the extent of such invalidity, illegality, or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment as of the Effective Date above written.

LANDLORD:

GEORGIA RE FIELDS, LLC

BY: Fields-Realty, LLC

ITS: Manager

By: /s/ Steven Fields

Name: Steven Fields

Title: Authorized Member

TENANT:

MIMEDX GROUP, INC.

By: /s/ Joseph H. Capper

Name: Joseph H. Capper

Title: Chief Executive Officer