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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act 1934**

Date of Report (date of earliest event reported): May 9, 2013

**MIMEDX GROUP, INC.**

(Exact name of registrant as specified in charter)

**Florida**

(State or other jurisdiction of incorporation)

**000-52491**

(Commission File Number)

**26-2792552**

(IRS Employer Identification No.)

**1775 West Oak Commons Ct. NE**

**Marietta, GA 30062**

(Address of principal executive offices)

**30062**

(Zip Code)

**(770) 651-9100**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of 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))
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### **Item 1.01 Entry Into a Material Definitive Agreement**

On June 27, 2013, the Board of Directors of MiMedx Group, Inc. (the “Company”) approved the entry into separate indemnification agreements (the “Indemnification Agreements”) with each of its current and future 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). On July 1, 2013, the Company entered into Indemnification Agreements with each of its directors and executive officers, in the form previously approved by the Board. The directors of the Company currently are Parker H. Petit, Joseph G. Bleser, J. Terry Dewberry, Charles R. Evans, Bruce L. Hack, Charles E. Koob, and Larry W. Papasan. William C. Taylor, and Neil S. Yeston, and the executive officers of the Company currently are Parker H. Petit, William C. Taylor, Michael J. Senken and Roberta L. McCaw. The Company anticipates that it will enter into a substantially similar Indemnification Agreement with new directors or executive officers.

The Indemnification Agreements provide, among other things, that the Company will indemnify the director or executive officer (the “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 indemnification is subject to limitations and other conditions specified in the Indemnification Agreements. To the extent that a change in Florida law, whether by statute or judicial decision, permits greater indemnification or advancement of expenses than would be afforded currently under the Company’s bylaws and the Indemnification Agreements, the Indemnitee will receive under the Indemnification Agreement the greater benefits so afforded by such change.

The foregoing description of the Indemnification Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Indemnification Agreement, which is incorporated by reference to Exhibit 10.65 filed with the Registrant’s Form 8-K filed July 15, 2008.

### **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers**

(e) On May 9, 2013, the Board of Directors authorized, and the Company then entered into, Restricted Stock Agreements with certain of its directors (the “Restricted Stock Agreements”) evidencing the automatic annual grant of 5,000 shares of Restricted Stock under the Company’s Assumed 2006 Stock Incentive Plan (the “Plan”) to each continuing director who has served as a director for at least 12 months on the date of the annual meeting of the Company’s shareholders. The directors with whom the Company entered into Restricted Stock Agreements were Joseph G. Bleser, J. Terry Dewberry, Bruce L. Hack, Steve Gorlin, Charles E. Koob, and Larry W. Papasan. The grants vest in full on the first anniversary of the date of grant. In addition to the termination and forfeiture requirements set forth in the Plan, in the event a recipient ceases to be a director, any unvested Restricted Stock will be forfeited.

The foregoing description of the Restricted Stock Agreements does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Restricted Stock Agreement which is attached hereto as Exhibit 10.66 and incorporated herein by reference.

**Item 9.01 Financial Statement and Exhibits.**

**(d) Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
10.65	Form of Indemnification Agreement incorporated by reference to the exhibit with the same number filed with the Registrant's Form 8-K filed July 15, 2008
<a href="#">10.66</a>	Form of Restricted Stock Agreement for Directors

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**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.

**MIMEDX GROUP, INC.**

Dated: July 2, 2013

By: /s/ Michael J. Senken  
Michael J. Senken, Chief Financial Officer

**MIMEDX GROUP, INC.**  
**ASSUMED 2006 STOCK INCENTIVE PLAN**

**RESTRICTED STOCK AGREEMENT**

**(Applicable to Non-employee Directors Annual Grant)**

**THIS AGREEMENT**, entered into as of \_\_\_\_\_, \_\_\_\_ (the “**Grant Date**”) by and between \_\_\_\_\_(the “**Participant**”) and MiMedx Group, Inc. (the “**Company**”);

**WHEREAS**, the Company maintains the MiMedx Group, Inc. Assumed 2006 Incentive Plan (the “**Plan**”), which is incorporated into and forms a part of this Agreement, and the Participant has been selected by the committee administering the Plan (the “**Committee**”) to receive a Restricted Stock Award under the Plan;

**NOW, THEREFORE, IT IS AGREED**, by and between the Company and the Participant, as follows:

**1. Terms of Award and Definitions.** The following additional terms used in this Agreement shall have the meanings set forth in this Section 1:

(a) **Date of Termination.** The Participant’s “Date of Termination” shall be the first day occurring on or after the Grant Date on which the Participant is neither employed by the Company, a director of the Company, nor an independent contractor performing services for the Company.

(b) **Designated Beneficiary.** The “Designated Beneficiary” shall be the beneficiary or beneficiaries designated by the Participant in a writing filed with the Committee in such form and at such time as the Committee shall require.

(c) **Restricted Period.** A “Restricted Period” is the one year period beginning on the Grant Date and ending on the first anniversary of the Grant Date.

(d) **Restricted Stock.** The number of shares of “Restricted Stock” awarded under this Agreement shall be \_\_\_\_\_ shares. Shares of “Restricted Stock” are shares of Stock granted under this Agreement and are subject to the terms of this Agreement and the Plan.

Except where the context clearly implies or indicates the contrary, a word, term, or phrase used in the Plan is similarly used in this Agreement. All other capitalized terms shall have the meaning assigned to such terms in the Plan.

**2. Award.** The Participant is hereby granted the number of shares of Restricted Stock set forth in Section 1.

**3. Deposit of Shares of Restricted Stock.** Each certificate issued in respect of shares of Restricted Stock granted under this Agreement shall be registered in the name of the Participant and shall be deposited in a bank designated by the Committee. The grant of Restricted Stock is conditioned upon the Participant endorsing in blank a stock power for the Restricted Stock.

Last Name, First Name - Restricted Stock Agreement

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#### 4. **Transfer and Forfeiture of Shares.**

(a) If the Participant's Date of Termination (as defined above) does not occur during a Restricted Period, then, at the end of such Restricted Period, the Participant shall become vested in one hundred percent (100%) of the shares of Restricted Stock, and shall own such shares free of all restrictions otherwise imposed by this Agreement. A certificate reflecting the number of shares of Stock so vested shall be delivered to the Participant as soon as practicable after the end of such Restricted Period, but in any event no later than the fifteenth (15<sup>th</sup>) day following the end of the applicable Restricted Period. Notwithstanding the foregoing, in the event a Change in Control, as defined in the Plan, occurs on or prior to the first anniversary of the Grant Date and prior to the Participant's Date of Termination, all of the Participant's shares of Restricted Stock shall immediately vest and become non-forfeitable.

(b) If the Participant's Date of Termination occurs prior to the end of a Restricted Period, the Participant shall forfeit any unvested Restricted Stock as of the Participant's Date of Termination.

(c) Otherwise, shares of Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered until the Participant is vested in the shares.

5. **Withholding.** Participant must make arrangements, satisfactory to the Company, for satisfaction of any applicable foreign, federal, state or local withholding requirements related to the receipt of Restricted Stock or the lapse of restrictions thereon. If no alternative arrangements are made, the Company may withhold Restricted Stock to satisfy such withholding requirements.

#### 6. **Heirs and Successors.**

(a) This Agreement shall be binding upon, and inure to the benefit of, the Company and the Participant and their respective successors and assigns.

(b) If any rights exercisable by the Participant or benefits deliverable to the Participant under this Agreement have not been exercised or delivered, respectively, at the time of the Participant's death, such rights shall be exercisable by the Designated Beneficiary, and such benefits shall be delivered to the Designated Beneficiary, in accordance with the provisions of this Agreement and the Plan.

(c) If a deceased Participant has failed to designate a beneficiary, or if the Designated Beneficiary does not survive the Participant, any rights that would have been exercisable by the Participant and any benefits distributable to the Participant shall be exercised by or distributed to the legal representative of the estate of the Participant.

(d) If a deceased Participant has designated a beneficiary but the Designated Beneficiary dies before the Designated Beneficiary's exercise of all rights under this Agreement or before the complete distribution of benefits to the Designated Beneficiary under this Agreement, then any rights that would have been exercisable by the Designated Beneficiary shall be exercised by the legal representative of the estate of the Designated Beneficiary, and any benefits distributable to the Designated Beneficiary shall be distributed to the legal representative of the estate of the Designated Beneficiary.

7. **Substituted or Additional Shares.** If, from time to time during the term of this Agreement, there is any stock split-up, stock dividend, stock distribution or other reclassification of the Company's Common Stock, any and all new, substituted or additional securities to which the Participant is entitled by reason of his or her ownership of the Restricted Stock shall be immediately subject to the terms of this Agreement.

8. **Plan Governs.** Notwithstanding anything in this Agreement to the contrary, the terms of this Agreement shall be subject to, and governed by, the terms of the Plan, a copy of which is enclosed with this Agreement; and this Agreement is subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time pursuant to the Plan. In the event of any conflict between the terms of the Plan and this Agreement, the terms of the Plan shall govern.

9. **Charges, Taxes and Expenses.** The issuance of certificates for shares of Restricted Stock shall be made without charge to the Participant for any transfer tax or other such expense imposed or incurred with respect to the issuance of such certificates, all of which taxes and expenses shall be paid by the Company.

10. **Governing Law.** The governing laws applicable to the Plan shall govern this Agreement.

**IN WITNESS WHEREOF**, the Company has caused this Agreement to be executed in its name and on its behalf as of the Grant Date.

**MiMedx Group, Inc.**

By: \_\_\_\_\_  
Name: Parker H. Petit  
Its: Chairman of the Board and CEO

**ATTEST:**

\_\_\_\_\_  
Vice President Human Resources and Administration

*By my signature below, I hereby acknowledge receipt of this Restricted Stock Agreement and a copy of the Plan, and furthermore, I agree to be bound by the terms of the Plan and the Agreement, including but not limited to the terms and provisions contained herein. The Company reserves the right to treat this Award and this Agreement as cancelled, void and of no effect if the Participant fails to return a signed copy of this Agreement within 30 days of receipt of this Agreement.*

**PARTICIPANT:** \_\_\_\_\_

Date: \_\_\_\_\_

Last Name, First Name - Restricted Stock Agreement