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): May 30, 2019

MIMEDX GROUP, INC.
(Exact name of registrant as specified in charter)

Florida	**001-35887**	**26-279552**
(State or other jurisdiction of incorporation)	**(Commission file number)**	**(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
None.	**n/a**	**n/a**

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) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2).

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 8.01 Other Items.

MiMedx Group, Inc. (the "***Company***") last filed an Annual Report on Form 10-K on March 1, 2017. The Company has not filed any periodic reports on Form 10-Q since October 31, 2017. In connection with the filing of a preliminary proxy statement on May 30, 2019, the Company is filing this Current Report on Form 8-K to provide an updated list of exhibits.

The exhibits filed with this Current Report on Form 8-K include all of the exhibits required to be filed by Item 601 of Regulation S-K in connection with an Annual Report on Form 10-K, except for those exhibits involving certifications.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Description
2.1##	Agreement and Plan of Merger dated January 10, 2016 by and among MiMedx Group, Inc., Titan Acquisition Sub I, Inc., Titan Acquisition Sub II, LLC, Stability Inc., certain stockholders of Stability Inc. and Brian Martin as representative of the Stability stockholders (incorporated by reference to Exhibit 2.1 filed with Registrant's Form 8-K filed on January 13, 2016)
2.2##	Membership Interest Purchase Agreement dated August 18, 2017 by and among MiMedx Group, Inc. Stability Biologics, LLC, each person that, as of January 13, 2016, was a stockholder of Stability Inc. and Brian Martin as stockholder representative (incorporated by reference to Exhibit 2.1 filed with Registrant's 8-K filed on August 18, 2017)
3.1	Articles of Incorporation, together with Articles of Amendment effective each of May 14, 2010; August 8, 2012, November 8, 2012; and May 15, 2015 (incorporated by reference to Exhibit 3.1 filed with Registrant's Form 10-K filed on March 1, 2017)
3.2	Articles of Amendment to the Articles of Incorporation effective November 6, 2018 (incorporated by reference to Exhibit 3.1 filed with Registrant's Form 8-A filed on November 7, 2018)
3.3	Bylaws of MiMedx Group, Inc., as amended and restated as of October 3, 2018 (incorporated by reference to Exhibit 3.1 filed with Registrant's Form 8-K filed on October 4, 2018)
4.1	Shareholder Rights Agreement dated November 6, 2018 between MiMedx Group, Inc. and Issuer Direct Corporation (incorporated by reference to Exhibit 4.1 filed with Registrant's Form 8-A filed on November 7, 2018)
4.2	The description of the Registrant's Common Stock, $0.001 par value per share (incorporated by reference to the Registration Statement on Form 8-A (Registration No. 001-35887) filed on April 22, 2013)
4.3	The description of the Registrant's Preferred Stock Purchase Rights (incorporated by reference to the Registration Statement on Form 8-A (Registration No. 000-52491) filed on November 7, 2018)
10.1	Technology License Agreement dated January 29, 2007 between MiMedx, Inc., Shriners Hospitals for Children and University of South Florida Research Foundation (incorporated by reference to Exhibit 10.32 filed with Registrant's Form 8-K filed on February 8, 2008)
10.2	Lease effective May 1, 2013 between Hub Properties of GA, LLC and MiMedx Group, Inc. (incorporated by reference to Exhibit 10.1 filed with Registrant's Form 10-Q filed on May 10, 2013)
10.3	First Amendment to Lease dated March 7, 2017 between CPVF II West Oak LLC (as successor in interest to HUB Properties of GA, LLC) and MiMedx Group, Inc. (incorporated by reference to Exhibit 10.1 filed with Registrant's Form 8-K filed on March 13, 2017)

10.4*	MiMedx Group, Inc. Assumed 2006 Stock Incentive Plan, as amended and restated effective February 25, 2014 (incorporated by reference to Exhibit 10.2 filed with Registrant's Form 8-K filed on March 3, 2014)
10.5*	Form of Incentive Stock Option Agreement under the MiMedx Group, Inc. Assumed 2006 Stock Incentive Plan (incorporated by reference to Exhibit 10.4 filed with Registrant's Form 10-K filed on March 4, 2014)
10.6*	Form of Nonqualified Stock Option Agreement under the MiMedx Group, Inc. Assumed 2006 Stock Incentive Plan (incorporated by reference to Exhibit 10.5 filed with Registrant's Form 10-K filed on March 4, 2014)
10.7*	2016 Equity and Cash Incentive Plan (incorporated herein by reference to Appendix A filed with Registrant's Definitive Proxy Statement on Schedule 14A filed on April 12, 2016)
10.8*	Form of Incentive Stock Option Agreement under the MiMedx Group, Inc. 2016 Equity and Cash Incentive Plan (incorporated by reference to Exhibit 10.2 filed with Registrant's Form 10-Q filed on August 2, 2016)
10.9*#	Form of Restricted Stock Agreement under the MiMedx Group, Inc 2016 Equity and Cash Incentive Plan (for shares not registered under the Securities Act of 1933)
10.10*	Form of Restricted Stock Agreement under the MiMedx Group, Inc. 2016 Equity and Cash Incentive Plan (incorporated by reference to Exhibit 10.3 filed with Registrant's Form 10-Q filed on August 2, 2016)
10.11*#	Form of Restricted Stock Agreement for Non-Employee Directors under the MiMedx Group, Inc. 2016 Equity and Cash Incentive Plan
10.12*	Form of Nonqualified Stock Option Agreement under the MiMedx Group, Inc. 2016 Equity and Cash Incentive Plan (incorporated by reference to Exhibit 10.4 filed with Registrant's Form 10-Q filed on August 2, 2016)
10.13*#	2016 Management Incentive Plan
10.14*#	2017 Management Incentive Plan
10.15*#	2018 Management Incentive Plan
10.16*	Change in Control Severance Compensation and Restrictive Covenant Agreement dated November 11, 2011 between MiMedx Group, Inc. and Parker H. Petit (incorporated by reference to Exhibit 10.91 filed with Registrant's Form 10-Q filed on November 14, 2011)

10.17*	Change in Control Severance Compensation and Restrictive Covenant Agreement dated November 11, 2011 between MiMedx Group, Inc. and with William C. Taylor (incorporated by reference to Exhibit 10.92 filed with Registrant's Form 10-Q filed on November 14, 2011)
10.18*	First Amendment to Change in Control Severance Compensation and Restrictive Covenant Agreement dated May 9, 2013 between MiMedx Group, Inc. and William C. Taylor (incorporated by reference to Exhibit 10.1 filed with Registrant's Form 8-K filed on May 15, 2013)
10.19*	Change in Control Severance Compensation and Restrictive Covenant Agreement dated November 11, 2011 between MiMedx Group, Inc. and Michael J. Senken (incorporated by reference to Exhibit 10.93 filed with Registrant's Form 10-Q filed on November 14, 2011)
10.20*	First Amendment to Change in Control Severance Compensation and Restrictive Covenant Agreement dated May 9, 2013 between MiMedx Group, Inc. and Michael J. Senken (incorporated by reference to Exhibit 10.2 filed with Registrant's Form 8-K filed on May 15, 2013)
10.21*	Change in Control Severance Compensation and Restrictive Covenant Agreement dated May 20, 2016 between MiMedx Group, Inc. and Alexandra O. Haden (incorporated by reference to Exhibit 10.1 filed with Registrant's Form 8-K filed on May 25, 2016)
10.22*#	Employment Offer Letter dated April 3, 2018 between MiMedx Group, Inc. and Edward Borkowski
10.23*	Change in Control Severance Compensation and Restrictive Covenant Agreement between MiMedx Group, Inc. and Edward J. Borkowski (incorporated by reference to Exhibit 10.1 filed with Registrant's Form 8-K/A filed on June 25, 2018)
10.24*#	Form of Change in Control Severance Compensation and Restrictive Covenant Agreement
10.25*#	Form of (Non-change in Control) Executive Severance Agreement
10.26*	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.65 filed with Registrant's Form 8-K filed on July 15, 2008)
10.27*	Form of Employee Inventions and Assignment Agreement (incorporated by reference to Exhibit 10.4 filed with Registrant's Form 8-K/A filed on June 12, 2018)
10.28*	Form of Confidentiality and Non-Solicitation Agreement (incorporated by reference to Exhibit 10.2 filed with Registrant's Form 8-K/A filed on June 12, 2018)
10.29*	Form of Non-Competition Agreement (incorporated by reference to Exhibit 10.3 filed with Registrant's Form 8-K/A filed on June 12, 2018)
10.30*	Engagement Letter dated July 2, 2018 between MiMedx Group, Inc. and Alvarez & Marsal North America, LLC (incorporated by reference to Exhibit 10.1 filed with Registrant's Form 8-K/A filed on July 11, 2018)
10.31*	Letter Agreement dated April 10, 2019 between MiMedx Group, Inc. and Timothy R. Wright (incorporated by reference to Exhibit 10.1 filed with Registrant's Form 8-K filed on May 9, 2019)
10.32#	Cooperation Agreement dated as of May 29, 2019 between MiMedx Group, Inc. and M. Kathleen Behrens Wilsey, K. Todd Newton, Richard J. Barry, Prescience Partners, LP, Prescience Point Special Opportunity LP, Prescience Capital LLC, Prescience Investment Group, LLC d/b/a Prescience Point Capital Management LLC and Eiad Asbahi
16.1	Letter from Cherry Bekaert LLP dated August 9, 2017 (incorporated by reference to Exhibit 16.1 to Current Report on Form 8-K filed on August 10, 2017)
16.2	Letter from Ernest & Young LLP dated December 7, 2018 (incorporated by reference to Exhibit 16.1 to Current Report on Form 8-K filed on December 7, 2018)
21.1#	Subsidiaries of MiMedx Group, Inc.

Notes

* Indicates a management contract or compensatory plan or arrangement

\# Filed herewith

** Certain confidential material appearing in this document, marked by [*****], has been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment under rule 24b-2 promulgated under the Securities Exchange Act of 1934, as amended.

Certain exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K, but a copy will be furnished supplementally to the Securities and Exchange Commission upon request.

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.

Date: May 30, 2019

MIMEDX GROUP, INC.

By: /s/ Edward J. Borkowski
Interim Chief Financial Officer

Exhibit 10.9

MIMEDX GROUP, INC.
2016 EQUITY AND CASH INCENTIVE PLAN

Restricted Stock Agreement

No. of shares
of Restricted Stock: _____

THIS RESTRICTED STOCK AGREEMENT (this "Agreement") dated as of the _____ day of , 201___, between MiMedx Group, Inc. (the "Company") and _____ (the "Participant"), is made pursuant and subject to the provisions of the Company's 2016 Equity and Cash Incentive Plan (the "Plan"), a copy of which is attached hereto. All terms used herein that are defined in the Plan have the same meaning given them in the Plan.

1. *Grant of Restricted Stock.* Pursuant to the Plan, the Company, on _____ ____, 201__ (the "Date of Grant"), granted to the Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth herein, this Restricted Stock Award for _____ shares of Common Stock (the "Shares"). The Shares are nontransferable and forfeitable until the time they vest and become nonforfeitable as described herein. The Shares will vest and become nonforfeitable as set forth in Section 2 below.

2. *Vesting of the Shares.* Subject to earlier expiration or termination as provided herein, the Shares will become vested and nonforfeitable as follows*:*

(a) *Time-Based Vesting*. The Shares will become vested and nonforfeitable with respect to one-third (1/3) of the Shares on the Date of Grant and one-third of the Shares (rounded to the nearest whole Share) will vest on each of the first and second anniversaries of the Date of Grant, and with respect to the remaining Shares on the third anniversary of the Date of Grant, provided the Participant has been continuously employed by, or providing services to, the Company or an Affiliate from the Date of Grant until such time(s).

(b) *Change of Control*. Notwithstanding the foregoing, upon the occurrence of a Change of Control, the Shares shall become vested and nonforfeitable at the time of the Change of Control, provided the Participant has been continuously employed by, or providing services to, the Company or an Affiliate from the Date of Grant until the time of the Change of Control.

(c) *Death and Disability*. Additionally, if the Participant's employment with the Company and its Affiliates is terminated on account of the Participant's death or Disability, the Shares shall become vested and nonforfeitable on termination of the Participant's employment with the Company and its Affiliates on account of the Participant's death or Disability.

3. *Non-Transferability of the Shares.*

(a) *Transfer Restrictions*. Participant shall not assign or transfer any Shares while such Shares remain forfeitable, other than by will or the laws of descent and distribution. No right or interest of Participant or any transferee in the Shares shall be subject to any lien or any obligation or liability of the Participant or any transferee.

(b) *Investment Intent.* Participant represents and warrants to the Company that Participant is acquiring the Shares only for investment and without any present intention to sell or distribute such Shares.

(c) *Securities Law Compliance*. Notwithstanding any other provision of this Agreement or the Plan, the Participant may not sell or otherwise transfer the Shares unless the sale of the Shares is registered under the Securities Act of 1933, as amended, or unless an exemption from such registration requirement exists and the Participant provides a prior opinion of counsel acceptable to the Company as to the existence of such exemption.

(d) *Legend.* Participant understands and agrees that the certificate representing such shares shall bear a restrictive legend as follows: "The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended. The shares have been acquired for investment and may not be offered, sold or otherwise transferred in the absence of an effective registration statement with respect to the shares or an exemption from the registration requirement of said act that is then applicable to the shares, as to which a prior opinion of counsel acceptable to the issuer or transfer agent may be required."

(e) *Delivery of Shares.* The Company may postpone the delivery of any Shares provided for under this Agreement for so long as the Company determines to be necessary or advisable to satisfy the following: (1) the completion or amendment of any registration of such Shares or satisfaction of any exemption from registration under any securities law, rule, or regulation; (2) compliance with any requests for representations; and (3) receipt of proof satisfactory to the Company that a person seeking such Shares on the Participant's behalf upon the Participant's Disability or upon the Participant's estate's behalf after the death of the Participant, is appropriately authorized. Notwithstanding any other provision of the Plan or any agreement entered into by the Company pursuant to the Plan, the Company shall not be obligated, and shall have no liability for failure, to issue or deliver any Shares under the Plan unless such issuance or delivery would comply with applicable state and federal securities laws, with such compliance determined by the Company in consultation with its legal counsel.

(f) *Stock Holding Requirements*. Notwithstanding any other provision of this Agreement, the shares that vest and become nonforfeitable may not be sold, transferred or otherwise disposed of until the level of ownership provided in the Company's Stock Ownership Guidelines is met, to the extent applicable to the Participant. All shares of Common Stock acquired hereunder ("net" shares acquired in case of any net exercise or withholding of shares) shall be subject to the terms and conditions of the Company's Stock Ownership Guidelines, as they may be amended from time to time.

4. *Forfeiture of the Shares.* Shares that are not vested and nonforfeitable pursuant to Sections 2(a), (b) or (c) as of the date of termination of Participant's employment by, or provision of services to, the Company and its Affiliates will be forfeited automatically at the close of business on that date (immediately upon notice of termination for Cause). In no event may the Shares become vested and nonforfeitable, in whole or in part, after forfeiture pursuant to this Section 4.

5. *Agreement to Terms of the Plan and this Agreement.* The Participant has received a copy of the Plan, has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. All decisions and interpretations made by the Company or the Committee with regard to any question arising under this Agreement will be binding and conclusive on the Company and Participant and any other person who has any rights under this Agreement.

6. *Tax Consequences.* The Participant acknowledges (i) that there may be adverse tax consequences upon acquisition or disposition of the shares of Common Stock received upon vesting of the Shares and (ii) that Participant should consult a tax adviser prior to such acquisition or disposition. The Participant is solely responsible for determining the tax consequences of the Restricted Stock Award and for satisfying the Participant's tax obligations with respect to the Restricted Stock Award (including, but not limited to, any income or excise tax as resulting from the application of Code Sections 409A or 4999 or related interest and penalties), and the Company and its Affiliates shall not be liable if this grant is subject to Code Sections 409A, 280G or 4999. The Company's obligation to vest shares of Common Stock is subject to the Participant's satisfaction of any applicable federal, state and local income and employment tax and withholding requirements in a manner and form satisfactory to the Company. The Committee, to the extent applicable law permits, may allow the Participant to pay any such amounts (but only for the minimum required withholding or such other amounts as will not otherwise have negative accounting consequences) (i) by surrendering (actual or by attestation) shares of Common Stock that the Participant already owns; (ii) by a cashless exercise though a broker, (iii) by means of a "net exercise" procedure or (iv) by such other medium of payment as the Committee in its discretion shall authorize.

7. *Fractional Shares.* Fractional shares shall not be issuable hereunder, and when any provision hereof may entitle the Participant to a fractional share such fractional share shall be disregarded.

8. *Change in Capital Structure.* The Shares shall be adjusted in accordance with the terms and conditions of the Plan as the Committee determines is equitably required in the event the Company effects one or more stock dividends, stock splits, subdivisions or consolidations of shares or other similar changes in capitalization.

9. *Notice.* Any notice or other communication given pursuant to this Agreement, or in any way with respect to the Shares, shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the Company: MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, Georgia 30062
Attn: General Counsel

If to the Participant: _____

_____

_____

10. *Shareholder Rights.* While the Shares remain subject to forfeiture in accordance with this Agreement, Participant shall have all rights of a stockholder with respect to such Shares, including the right to receive dividends and vote the Shares; provided, however, that during such period (i) Participant may not sell, transfer, pledge, exchange, hypothecate or otherwise dispose of the Shares other than as described above and (ii) the Company shall retain custody of any certificates evidencing the Shares. In lieu of retaining custody of any certificates evidencing the Shares, the Shares granted under the Agreement, may, in the Company's discretion, be held in escrow by the Company or reflected in the Company's books and records, until Participant's interest in such Shares becomes vested and nonforfeitable. With respect to any Shares forfeited under this Agreement, Participant does hereby irrevocably constitute and appoint the Secretary of the Company or any successor Secretary of the Company (the "Secretary") as Participant's attorney to transfer the forfeited Shares on the books of the Company with full power of substitution in the premises. The Secretary shall use such authority to cancel any Shares that are forfeited under this Agreement.

11. *No Right to Continued Employment or Service.* Neither the Plan, the granting of the Shares nor any other action taken pursuant to the Plan or this Agreement constitutes or is evidence of any agreement or understanding, expressed or implied, that the Company or any Affiliate shall retain the Participant as an employee or other service provider for any period of time or at any particular rate of compensation.

12. *Binding Effect.* Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of the Participant and the successors of the Company.

13. *Conflicts.* In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

14. *Counterparts.* This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

15. *Miscellaneous.* The parties agree to execute such further instruments and take such further actions as may be necessary to carry out the intent of the Plan and this Agreement. This Agreement and the Plan shall constitute the entire agreement of the parties with respect to the subject matter hereof.

16. *Section 409A.* Notwithstanding any of the provisions of this Agreement, it is intended that the Shares be exempt from Section 409A of the Code. Notwithstanding the preceding, neither the Company nor any Affiliate shall be liable to the Participant or any other person if the Internal Revenue Service or any court or other authority have any jurisdiction over such matter determines for any reason that the Shares are subject to taxes, penalties or interest as a result of failing to be exempt from, or comply with, Section 409A of the Code.

17. *Section 83(b).* The Participant may make an election under Section 83(b) of the Code to include the Fair Market Value of the Shares in taxable income as of the Date of Grant. Notwithstanding the foregoing, no such election may be made unless the Participant makes arrangements that are satisfactory to the Committee to pay all applicable tax withholdings in cash or cash equivalents or some other acceptable methodology other than by means of a "net exercise" procedure.

18. *Compensation Recoupment Policy*. Notwithstanding any other provision of this Agreement, the Participant shall reimburse or return to the Company the gross number of shares of Common Stock that the Participant received (or would have received absent a "net exercise" procedure) under this Agreement or, if greater, the amount of gross proceeds from any earlier sale of any such shares of Common Stock, plus any other amounts received with respect to this Award, to the extent any reimbursement, recoupment or return is required under applicable law or the Company's Compensation Recoupment Policy or any similar policy that the Company may adopt.

19. *Governing Law.* This Agreement shall be governed by the governing laws applicable to the Plan.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and the Participant has affixed the Participant's signature hereto.

COMPANY:

MIMEDX GROUP, INC.

By: _____
Name: _____
Title: _____

PARTICIPANT:

_____
[Participant's Name]

Exhibit 10.11

MIMEDX GROUP, INC.
2016 EQUITY AND CASH INCENTIVE PLAN

Restricted Stock Agreement

No. of shares
of Restricted Stock: _____

THIS RESTRICTED STOCK AGREEMENT (this "Agreement") dated as of the ____ day of ____ 2017, between MiMedx Group, Inc. (the "Company") and _____ (the "Participant"), is made pursuant and subject to the provisions of the Company's 2016 Equity and Cash Incentive Plan (the "Plan"), a copy of which is attached hereto. All terms used herein that are defined in the Plan have the same meaning given them in the Plan.

1. *Grant of Restricted Stock.* Pursuant to the Plan, the Company, on _____, 2017 (the "Date of Grant"), granted to the Participant, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth herein, this Restricted Stock Award for _____ shares of Common Stock (the "Shares"). The Shares are nontransferable and forfeitable until the time they vest and become nonforfeitable as described herein. The Shares will vest and become nonforfeitable as set forth in Section 2 below.

2. *Vesting of the Shares.* Subject to earlier expiration or termination as provided herein, the Shares will become vested and nonforfeitable as follows*:*

(a) *Time-Based Vesting*. The Shares will become vested in full and nonforfeitable on the first anniversary of the Date of Grant, provided the Participant has been continuously employed by, or providing services to, the Company or an Affiliate from the Date of Grant until such time(s).

(b) *Change of Control*. Notwithstanding the foregoing, upon the occurrence of a Change of Control, the Shares shall become vested and nonforfeitable at the time of the Change of Control, provided the Participant has been continuously employed by, or providing services to, the Company or an Affiliate from the Date of Grant until the time of the Change of Control.

(c) *Death and Disability*. Additionally, if the Participant's employment with the Company and its Affiliates is terminated on account of the Participant's death or Disability, the Shares shall become vested and nonforfeitable on termination of the Participant's employment with the Company and its Affiliates on account of the Participant's death or Disability.

3. *Non-Transferability of the Shares.*

(a) *Transfer Restrictions*. Participant shall not assign or transfer any Shares while such Shares remain forfeitable, other than by will or the laws of descent and distribution. No right or interest of Participant or any transferee in the Shares shall be subject to any lien or any obligation or liability of the Participant or any transferee.

(b) *Stock Holding Requirements*. Notwithstanding any other provision of this Agreement, the shares that vest and become nonforfeitable may not be sold, transferred or otherwise disposed of until the level of ownership provided in the Company's Stock Ownership Guidelines is met, to the extent applicable to the Participant. All shares of Common Stock acquired hereunder ("net" shares acquired in case of any net exercise or withholding of shares) shall be subject to the terms and conditions of the Company's Stock Ownership Guidelines, as they may be amended from time to time.

4. *Forfeiture of the Shares.* Shares that are not vested and nonforfeitable pursuant to Sections 2(a), (b) or (c) as of the date of termination of Participant's employment by, or provision of services to, the Company and its Affiliates will be forfeited automatically at the close of business on that date (immediately upon notice of termination for Cause). In no event may the Shares become vested and nonforfeitable, in whole or in part, after forfeiture pursuant to this Section 4.

5. *Agreement to Terms of the Plan and this Agreement.* The Participant has received a copy of the Plan, has read and understands the terms of the Plan and this Agreement, and agrees to be bound by their terms and conditions. All decisions and interpretations made by the Company or the Committee with regard to any question arising under this Agreement will be binding and conclusive on the Company and Participant and any other person who has any rights under this Agreement.

6. *Tax Consequences.* The Participant acknowledges (i) that there may be adverse tax consequences upon acquisition or disposition of the shares of Common Stock received upon vesting of the Shares and (ii) that Participant should consult a tax adviser prior to such acquisition or disposition. The Participant is solely responsible for determining the tax consequences of the Restricted Stock Award and for satisfying the Participant's tax obligations with respect to the Restricted Stock Award (including, but not limited to, any income or excise tax as resulting from the application of Code Sections 409A or 4999 or related interest and penalties), and the Company and its Affiliates shall not be liable if this grant is subject to Code Sections 409A, 280G or 4999. The Company's obligation to vest shares of Common Stock is subject to the Participant's satisfaction of any applicable federal, state and local income and employment tax and withholding requirements in a manner and form satisfactory to the Company. The Committee, to the extent applicable law permits, may allow the Participant to pay any such amounts (but only for the minimum required withholding or such other amounts as will not otherwise have negative accounting consequences) (i) by surrendering (actual or by attestation) shares of Common Stock that the Participant already owns; (ii) by a cashless exercise though a broker, (iii) by means of a "net exercise" procedure or (iv) by such other medium of payment as the Committee in its discretion shall authorize.

7. *Fractional Shares.* Fractional shares shall not be issuable hereunder, and when any provision hereof may entitle the Participant to a fractional share such fractional share shall be disregarded.

8. *Change in Capital Structure.* The Shares shall be adjusted in accordance with the terms and conditions of the Plan as the Committee determines is equitably required in the event the Company effects one or more stock dividends, stock splits, subdivisions or consolidations of shares or other similar changes in capitalization.

9. *Notice.* Any notice or other communication given pursuant to this Agreement, or in any way with respect to the Shares, shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the Company: MiMedx Group, Inc.
1775 West Oak Commons Ct. NE
Marietta, Georgia 30062
Attn: _____

If to the Participant: _____

_____

_____

10. *Shareholder Rights.* While the Shares remain subject to forfeiture in accordance with this Agreement, Participant shall have all rights of a stockholder with respect to such Shares, including the right to receive dividends and vote the Shares; provided, however, that during such period (i) Participant may not sell, transfer, pledge, exchange, hypothecate or otherwise dispose of the Shares other than as described above and (ii) the Company shall retain custody of any certificates evidencing the Shares. In lieu of retaining custody of any certificates evidencing the Shares, the Shares granted under the Agreement, may, in the Company's discretion, be held in escrow by the Company or reflected in the Company's books and records, until Participant's interest in such Shares becomes vested and nonforfeitable. With respect to any Shares forfeited under this Agreement, Participant does hereby irrevocably constitute and appoint the Secretary of the Company or any successor Secretary of the Company (the "Secretary") as Participant's attorney to transfer the forfeited Shares on the books of the Company with full power of substitution in the premises. The Secretary shall use such authority to cancel any Shares that are forfeited under this Agreement.

11. *No Right to Continued Employment or Service.* Neither the Plan, the granting of the Shares nor any other action taken pursuant to the Plan or this Agreement constitutes or is evidence of any agreement or understanding, expressed or implied, that the Company or any Affiliate shall retain the Participant as an employee or other service provider for any period of time or at any particular rate of compensation.

12. *Binding Effect.* Subject to the limitations stated above and in the Plan, this Agreement shall be binding upon and inure to the benefit of the legatees, distributees, and personal representatives of the Participant and the successors of the Company.

13. *Conflicts.* In the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall govern. All references herein to the Plan shall mean the Plan as in effect on the date hereof.

14. *Counterparts.* This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

15. *Miscellaneous.* The parties agree to execute such further instruments and take such further actions as may be necessary to carry out the intent of the Plan and this Agreement. This Agreement and the Plan shall constitute the entire agreement of the parties with respect to the subject matter hereof.

16. *Section 409A.* Notwithstanding any of the provisions of this Agreement, it is intended that the Shares be exempt from Section 409A of the Code. Notwithstanding the preceding, neither the Company nor any Affiliate shall be liable to the Participant or any other person if the Internal Revenue Service or any court or other authority have any jurisdiction over such matter determines for any reason that the Shares are subject to taxes, penalties or interest as a result of failing to be exempt from, or comply with, Section 409A of the Code.

17. *Section 83(b).* The Participant may make an election under Section 83(b) of the Code to include the Fair Market Value of the Shares in taxable income as of the Date of Grant. Notwithstanding the foregoing, no such election may be made unless the Participant makes arrangements that are satisfactory to the Committee to pay all applicable tax withholdings in cash or cash equivalents or some other acceptable methodology other than by means of a "net exercise" procedure.

18. *Compensation Recoupment Policy*. Notwithstanding any other provision of this Agreement, the Participant shall reimburse or return to the Company the gross number of shares of Common Stock that the Participant received (or would have received absent a "net exercise" procedure) under this Agreement or, if greater, the amount of gross proceeds from any earlier sale of any such shares of Common Stock, plus any other amounts received with respect to this Award, to the extent any reimbursement, recoupment or return is required under applicable law or the Company's Compensation Recoupment Policy or any similar policy that the Company may adopt.

19. *Governing Law.* This Agreement shall be governed by the governing laws applicable to the Plan.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Company has caused this Agreement to be signed by a duly authorized officer, and the Participant has affixed the Participant's signature hereto.

COMPANY:

MiMedx Group, Inc.

By: _____

ATTEST:

_____

PARTICIPANT:

_____

Participant's Signature

2016 Management Incentive Plan (MIP)

I. Purpose

The 2016 MIP is designed to provide an incentive for key members of the MiMedx Group, Inc. ("MiMedx" or "Company") management team to exceed the 2016 Business Plan and reward those management team members with deserving performance. The MiMedx Board of Directors (the "Board of Directors") has complete authority to interpret the 2016 MIP, to prescribe, amend and rescind rules and regulations relating to it, and to make all other determinations necessary or advisable for the administration of the 2016 MIP (to the extent not inconsistent with Section 162(m) of the Code for payments to Covered Employees).

The portion of the 2016 MIP applicable to Covered Employees (as defined by Section 162(m) of the Internal Revenue Code (the "Code") is contingent upon the approval of the shareholders of the Company. No bonuses may be paid under the 2016 MIP to Covered Employees unless and until the shareholders of the Company approved the 2016 MIP. The provisions of the 2016 MIP shall be bifurcated, so that certain provisions of the 2016 MIP required in order to satisfy the requirements of Section 162(m) of the Code are only applicable to participants whose compensation is subject to 162(m) of the Code.

The goals of the 2016 MIP are:

1. To increase shareholder value.
2. To achieve and exceed the MiMedx 2016 Business Plan.
3. To reward key individuals for demonstrated performance that is sustained throughout the year.
4. To enhance the Company's ability to be competitive in the marketplace for executive talent, and to attract, retain and motivate a high-performing and high-potential management team.

II. MIP Program Period

This program is in effect from January 1, 2016 through December 31, 2016. The program is subject to adjustment by the Company at any time during or after the program period. In the event of a program adjustment, an addendum will be published to inform eligible participants. No such adjustment may be made if it causes payments to Covered Employees to no longer qualify as qualified performance-based compensation under Section 162(m) of the Code.

III. MIP Participation and Eligibility

Participation and eligibility is determined by the Board of Directors with the Compensation Committee, as defined herein, approving the eligibility of Covered Employees. No individual is automatically included in the 2016 MIP. Only those individuals approved by the Board of Directors and confirmed in writing are eligible. Verbal comments or promises to any employee or past practices are not binding on MiMedx or any of its divisions or subsidiaries in any manner.

Terminated Employees: If a participant terminates from the Company, the following guidelines will be used for all voluntary or involuntary terminations as well as terminations due to a Reduction in Force: Incentives are only earned by employees who are in good standing and employed on the date payment is made. Participants terminating employment prior to the date of payment are not eligible for any incentive payment, regardless of the reason for termination of employment.

First Time Participants: New management employees hired or promoted into an eligible position will be able to begin participating in the MIP on the first day of the first full month in the eligible position. The Base Bonus will be prorated based on the number of months employed in the eligible position. No incentives will be earned or paid for new hires beginning employment after September 30, 2016.

Existing Participants: Participants who transfer during the period January 1, 2016, through December 31, 2016, from one MIP eligible position to another MIP eligible position, having either a higher or lower Base Bonus, will begin participating at the new MIP level on the first day of the first full month in the new position. The participant's Base Bonus will be prorated for the months employed in each eligible position.

Leave of Absence: Participants who have been on an approved leave of absence for medical or other reasons for greater than 60 cumulative days during the year will receive a prorated portion of their earned Base Bonus. The earned Base Bonus for participants on approved leaves of absence of less than 60 cumulative days will not be prorated based on the period of approved leave. Participants who have been on an approved leave of absence for medical or other reasons for greater than 120 cumulative days during the year will not be eligible to earn any amount of MIP for the year.

***Covered Employees*:** The Compensation Committee shall retain discretion to name as a participant any otherwise-eligible Covered Employee hired or promoted after the commencement of the Plan.

IV. MIP Administration

The Board of Directors has the discretion, subject to the provisions of the 2016 MIP, to make or to select the manner of making all determinations with respect to the 2016 MIP to the extent not inconsistent with Section 162(m) for Covered Employees. The Board of Directors has delegated the administration of the MIP to the Compensation Committee of the Board of Directors (the "Compensation Committee"), who in turn, will approve and subsequently make recommendations to the Board of Directors for final approval of all determinations with respect to the MIP. As delegated by the Board of Directors, the Compensation Committee shall have full authority to formulate adjustments and make interpretations under the 2016 MIP as it deems appropriate. As delegated, the Compensation Committee shall also be empowered to make any and all of the determinations not herein specifically authorized which may be necessary or desirable for the effective administration of the 2016 MIP. As delegated, the bonus amounts calculated under the 2016 MIP shall be paid only upon the Compensation Committee's determination, in its sole discretion, that the participant is entitled to them. All matters of delegation of the 2016 MIP will be approved by the Compensation Committee prior to its recommendation to the Board of Directors for final approval. The Compensation Committee shall be comprised at all times solely of two or more directors who are "outside directors" within the meaning of Section 162(m) of the Code.

The Board of Directors may change the plan from time to time in any respect. All decisions made on behalf of the Company by the Board of Directors relative to the plan are final and binding. The determination of compliance with the individual objectives established under the plan for an employee shall be made by the Board of Directors in its sole discretion.

V. MIP Incentive Determination and Payment

The 2016 MIP provides for the determination of a Base Bonus expressed as a percentage of the participant's annual salary in effect at the end of the program period or the end of each respective period when a participant transfers from one MIP eligible position to another.

Participants approved for MIP participation as of January 1, 2016, are eligible for a full year's participation not subject to proration in accordance with the provisions hereof. All incentives earned under the MIP will be measured and paid annually.

VI. MIP Participants

The 2016 MIP participants include the Chief Executive Officer (the "CEO"), plus the direct reports to the CEO and Chief Operating Officer (the "COO").

VII. MIP Method of Calculation

Each participant's incentive will be calculated based on the achievement of financial targets and individual objectives. Base bonus for all MIP participants is divided into two financial components and an individual objectives component. 80% of the base bonus is allocated to 2016 Consolidated MiMedx Revenue performance ("Revenue"); 10% is allocated to 2016 Consolidated MiMedx Earnings Before Interest, Taxes, Depreciation, Amortization, and Share Based Compensation Expense performance ("Adjusted EBITDA"); and 10% is allocated to individual objectives performance ("Individual Objectives").

The financial thresholds for 2016 Revenue and 2016 Adjusted EBITDA indicate the level of respective performance where partial payouts commence. Increased partial payouts are indicated for respective 2016 Revenue and 2016 Adjusted EBITDA performance above the financial threshold and below the financial target. The respective 2016 Revenue and 2016 Adjusted EBITDA targets indicate the point at which the respective target base bonuses are earned. Provided a minimum Adjusted EBITDA Threshold is achieved, each partial level of payout and target base bonus payout is determined independent of the other. Provided a minimum Adjusted EBITDA Threshold is achieved, at each respective level above of Adjusted EBITDA performance and Revenue performance a portion or the entire incentive amount allocated to individual objectives performance may be earned depending on the Participant's achievement of the individual objective(s).

All performance measures and/or metrics and performance goals will be established in writing and approved by the Compensation Committee and the Board of Directors no later than the earlier of (i) ninety (90) days following the start of the fiscal year to which they relate and (ii) before the lapse of twenty-five percent (25%) of the period to which they relate. All performance measures and/or metrics and performance goals must be uncertain of achievement at the time they are established, and the achievement of the performance measures and/or metrics and performance goals must be determinable by a third party with knowledge of the relevant facts.

Following the end of the Program Period, management will provide documentation to the Compensation Committee confirming the degree of achievement of all performance measures and/or metrics and performance goals pertaining to the 2016 MIP. The Compensation Committee will review the documentation from management, and following its review, the Compensation Committee will certify, in writing, the achievement of such performance measures and/or metrics and performance goals prior to the approval of the Compensation Committee and its subsequent recommendation to the Board of Directors for final approval and payment in accordance with such achievement.

2016 MiMedx MIP

EBITDA Performance

MiMedx Adjusted EBITDA performance has 6 designated levels at which specific portions of the EBITDA component (up to 100% of the Adjusted EBITDA target) are funded for payout.

- **Financial Gatekeeper**: The Adjusted EBITDA component is a gatekeeper for the Revenue component and the individual objectives component. If Adjusted EBITDA performance is unfavorable to the Adjusted EBITDA Threshold, no payout for Adjusted EBITDA performance, as well as Revenue performance or individual objectives performance can be made. If Adjusted EBITDA performance is favorable to the Adjusted EBITDA Threshold, the Revenue component and the Individual Objectives component are paid out independent of and in addition to the Adjusted EBITDA component.

Revenue Performance

The Revenue performance has 6 designated levels at which specific portions of the Revenue component (up to 100% of the Revenue target) are funded for payout. The Revenue performance also has an additional 6 designated levels (levels 7 through 12 in the table below) above 100% of the Revenue target at which an excess bonus is funded for payout.

Revenue Performance Excess Bonus

If Revenue performance is greater than 100% of the Revenue Target (Level 6 in the Revenue performance table below), the participant may earn an excess bonus. The excess bonus is earned for each level of designated revenue performance at the excess percentage of the Revenue component plus the same excess percentage of the earned EBITDA component and the earned Individual Objectives component (levels 7 through 12 in the Revenue performance table below). Including the excess bonus, the total bonus cannot exceed two (2) times a participant's Base Bonus amount.

Individual Objectives Performance

If Adjusted EBITDA performance is less than the Adjusted EBITDA Threshold (Level 1 in the EBITDA performance table below), no amounts can be earned for this component of the MIP. If Adjusted EBITDA performance is at or favorable to the Adjusted EBITDA Threshold (Level 1 in the EBITDA performance table below) the participant is eligible to earn a portion or all of the Base Bonus allocated to the Individual Objectives component.

Individual Objectives for the participants are reviewed and approved by the Compensation Committee and recommended for approval by the Board of Directors. The individual objectives are key operational measures and/or major milestone outcomes that are specific the participant's position and directly related to the overall achievement of the MiMedx Business Plan and/or the MiMedx Strategic Plan. The individual objectives for all Participants will be limited to one or more of the following performance measures and/or metrics: (i) Revenue; (ii) EBITDA; (iii) Adjusted EBITDA; (iv) cash flow (v) Days Sales Outstanding (DSO); (vi) return on equity; (vii) return on assets; (viii) earnings per share; (ix) operations expense efficiency; (x) return on investment; (xi) return on capital; (xii) improvements in capital structure; (xiii) expense management; (xiv) profitability of an identifiable business unit or product; (xv) maintenance or improvement of profit margins; (xvi) total shareholder return; (xvii) market share; (xviii) working capital; (xix) efficiency ratios; (xx) comparison with stock market indices or performance of metrics with peer companies; and (xxi) achievement of performance measures consistent with the foregoing performance measures within a division group, product line, or sales channel. Individual performance objectives for Covered Employees can only be based on the specific business criteria described herein as is acceptable for qualified performance-based compensation under Section 162(m) of the Code.

If all of the individual objectives are achieved, the participant may earn the full Base Bonus amount allocated to the Individual Objectives component of the MIP. If some, but not all, of the individual objectives are attained, a partial amount of the Base Bonus allocated to the individual objectives component may be earned on a proportionate basis.

A table summary of the MIP calculations is as follows:

Adjusted EBITDA Performance and Portions of EBITDA Component Funded

- **Adjusted EBITDA < $53,500,000 (Level 1)** = no incentive earned for any MIP component
- **Adjusted EBITDA at $53,500,000 (Level 1)** = 10% of Adjusted EBITDA target bonus (plus earned Revenue and Individual Objectives)
- **Adjusted EBITDA at $59,500,000 (Level 2)** = 25% of Adjusted EBITDA target bonus (plus earned Revenue and Individual Objectives)
- **Adjusted EBITDA at $63,000,000 (Level 3)** = 50% of Adjusted EBITDA target bonus (plus earned Revenue and Individual Objectives)
- **Adjusted EBITDA at $66,700,000 (Level 4)** = 75% of Adjusted EBITDA target bonus (plus earned Revenue and Individual Objectives)
- **Adjusted EBITDA at $69,600,000 (Level 5)** = 90% of Adjusted EBITDA target bonus (plus earned Revenue and Individual Objectives)
- **Adjusted EBITDA at $72,500,000 (Level 6)** = 100% of Adjusted EBITDA target bonus (plus earned Revenue and Individual Objectives)
- **Adjusted EBITDA >$72,500,000 (Level 6)** = 100% of Adjusted EBITDA target bonus (plus earned Revenue and Individual Objectives)
    - For Adjusted EBITDA performance greater that the Adjusted EBITDA target, an Excess Bonus may only be funded based upon Revenue performance greater than 100% of revenue target as described below.

Revenue Performance and Portions of Revenue Component Funded

- **Revenue < $230,000,000 (Level 1)** = no incentive earned for Revenue component.
- **Revenue at $230,000,000 (Level 1)** = 15% of Revenue target bonus (plus earned Adjusted EBITDA and earned Individual Objectives)
- **Revenue at $244,400,000 (Level 2)** = 40% of Revenue target bonus (plus earned Adjusted EBITDA and earned Individual Objectives)
- **Revenue at $249,600,000 (Level 3)** = 60% of Revenue target bonus (plus earned Adjusted EBITDA and earned Individual Objectives)
- **Revenue at $254,800,000 (Level 4)** = 80% of Revenue target bonus (plus earned Adjusted EBITDA and earned Individual Objectives)
- **Revenue at $257,400,000 (Level 5)** = 90% of Revenue target bonus (plus earned Adjusted EBITDA and earned Individual Objectives)
- **Revenue at $260,000,000 (Level 6)** = 100% of Revenue target bonus (plus earned Adjusted EBITDA and earned Individual Objectives)
- **Revenue at $262,600,000 (Level 7)** = 110% of Revenue target bonus and 110% of earned Adjusted EBITDA and earned Individual Objectives
- **Revenue at $265,200,000 (Level 8)** = 120% of Revenue target bonus and 120% of earned Adjusted EBITDA and earned Individual Objectives
- **Revenue at $267,800,000 (Level 9)** = 140% of Revenue target bonus and 140% of earned Adjusted EBITDA and earned Individual Objectives
- **Revenue at $270,400,000 (Level 10)** = 160% of Revenue target bonus and 160% of earned Adjusted EBITDA and earned Individual Objectives
- **Revenue at $275,600,000 (Level 11)** = 180% of Revenue target bonus and 180% of earned Adjusted EBITDA and earned Individual Objectives

- **Revenue at $280,000,000 (Level 12)** = 200% of Revenue target bonus and 200% of earned Adjusted EBITDA and earned Individual Objectives
    - The maximum MIP amount is limited to two (2) times the participant's Base Bonus.

The Compensation Committee shall adjust the corporate and individual performance objectives as the Compensation Committee in its sole discretion may determine is appropriate in the event of unbudgeted acquisitions or divestitures or other unexpected fundamental changes in the business, any business unit or any product to fairly and equitably determine the bonus amounts and to prevent any inappropriate enlargement or dilution of the bonus amounts. In that respect, the corporate and individual performance objectives may be adjusted to reflect, by way of example and not of limitation, (i) unanticipated asset write-downs or impairment charges, (ii) litigation or claim judgments or settlements thereof, (iii) changes in tax laws, accounting principles or other laws or provisions affecting reported results, (iv) accruals for reorganization or restructuring programs, or extraordinary non-reoccurring items as described in Accounting Principles Board Opinion No. 30 or as described in management's discussion and analysis of the financial condition and results of operations appearing in the Annual Report on Form 10-K for the applicable year, (v) acquisitions or dispositions or (vi) foreign exchange gains or losses. To the extent any such adjustments affect any bonus amounts, the intent is that the adjustments shall be in a form that allows the bonuses payable to Covered Employees to continue to meet the requirements of Section 162(m) of the Code for deductibility to the extent intended to constitute qualified performance-based compensation.

VIII. Maximum MIP Payment Amounts

The maximum potential amount to be earned by a participant is two (2) times the participant's Base Bonus Amount. The determining annual base salary in the earned payout calculation is the annual base salary in effect at the end of the program period or the end of each respective period when a participant transfers from one MIP eligible position to another. In all cases, the maximum earned payout for the 2016 MIP for any one individual participant cannot exceed $950,000.

IX. Payment of Earned MIP Amounts

Amounts earned by participants will be paid following the Board of Directors meeting in late February or early March, and such payment date shall be paid between February 15, 2017 and March 15, 2017.

X. Compliance with Section 162 (m)

It is the intent of the Company that the 2016 MIP and any bonuses payable under the 2016 MIP to participants who are or may become persons whose compensation is subject to Section 162(m) of the Code and that are intended to constitute qualified performance-based compensation satisfy any applicable requirements of Section 162(m) of the Code to qualify as qualified performance-based compensation. Any provision, application or interpretation of the 2016 MIP inconsistent with this intent shall be disregarded or deemed to be amended to the extent necessary to conform to such requirements. The provisions of the 2016 MIP may be bifurcated by the Board of Directors upon recommendation by the Compensation Committee at any time, so that certain provisions of the 2016 MIP required in order to satisfy the requirements of Section 162(m) of the Code are only applicable to participants whose compensation is subject to 162(m) of the Code.

XI. Exemption from 409A

This Plan is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be construed and interpreted in accordance therewith. The Committee may at any time amend, suspend or terminate this Plan, or any payments to be made hereunder, as necessary to be exempt from Section 409A of the Code. Notwithstanding the preceding, MiMedx shall be liable to any participant or any other person if the Internal Revenue Service or any court or other authority having jurisdiction over such matter determines for any reason that any bonus to be made under this Plan is subject to taxes, penalties or interest as a result of failing to be exempt from, or comply with, Section 409A of the Code. The bonuses under the Plan are intended to satisfy the exemption from Section 409A of the Code for "short-term deferrals."

XII. MIP Miscellaneous

Nothing in the MIP shall be deemed to constitute a contract for the continuance of employment of the participants or bring about a change of status of employment. Neither the action of the Company in establishing this program, nor any provisions hereof, nor any action taken by the Company shall be construed as giving any employee the right to be retained in the employ of the Company for any period of time, or to be employed in any particular position, or at any particular rate of remuneration.

Further, nothing contained herein shall in any manner inhibit the day-to-day conduct of the business of the Company and its subsidiaries, which shall remain within the sole discretion of management of the Company; nor shall any requirements imposed by management or resulting from the conduct of the business of the Company constitute an excuse for, or waiver from, compliance with any goal established under this plan.

No persons shall have any right, vested or contingent, or any claim whatsoever, to be granted any award or receive any payment hereunder, except payments of awards determined and payable in accordance with the specific provisions hereof or pursuant to a specific and properly approved agreement regarding the granting or payment of an award to a designated individual.

Neither this program, nor any payments pursuant to this program, shall affect, or have any application to, any of the Company's life insurance, disability insurance, PTO, medical or other related benefit plans, whether contributory or non-contributory on the part of the employee except as may be specifically provided by the terms of the benefit plan.

All payments pursuant to this program are in gross amounts less applicable withholdings.

MiMedx reserves the right to apply a participant's incentive payment against any outstanding obligations owed to the Company.

2017 Management Incentive Plan (MIP)

I. Purpose

The 2017 MIP is designed to provide an incentive for key members of the MiMedx Group, Inc. ("MiMedx" or "Company") management team to exceed the 2017 Business Plan and reward those management team members with deserving performance. The MiMedx Board of Directors (the "Board of Directors") has complete authority to interpret the 2017 MIP, to prescribe, amend and rescind rules and regulations relating to it, and to make all other determinations necessary or advisable for the administration of the 2017 MIP (to the extent not inconsistent with Section 162(m) of the Code for payments to Covered Employees). The portion of this 2017 MIP applicable to Covered Employees (as defined by Section 162(m) of the Internal Revenue Code) has been approved by the Board of Directors pursuant to the MiMedx 2016 Equity and Cash Incentive Plan.

The goals of the 2017 MIP are:

1. To increase shareholder value.
2. To achieve and exceed the MiMedx 2017 Business Plan.
3. To reward key individuals for demonstrated performance that is sustained throughout the year.
4. To enhance the Company's ability to be competitive in the marketplace for executive talent, and to attract, retain and motivate a high-performing and high-potential management team.

II. MIP Program Period

This program is in effect from January 1, 2017 through December 31, 2017. The program is subject to adjustment by the Company at any time during or after the program period. In the event of a program adjustment, an addendum will be published to inform eligible participants. No such adjustment may be made if it causes payments to Covered Employees to no longer qualify as qualified performance-based compensation under Section 162(m) of the Code.

III. MIP Participation and Eligibility

Participation and eligibility is determined by the Board of Directors with the Compensation Committee, as defined herein, approving the eligibility of Covered Employees. No individual is automatically included in the 2017 MIP. Only those individuals approved by the Board of Directors and confirmed in writing are eligible. Verbal comments or promises to any employee or past practices are not binding on MiMedx or any of its divisions or subsidiaries in any manner.

***Terminated Employees*:** If a participant terminates from the Company, the following guidelines will be used for all voluntary or involuntary terminations as well as terminations due to a Reduction in Force: Incentives are only earned by employees who are in good standing and employed on the date payment is made. Participants terminating employment prior to the date of payment are not eligible for any incentive payment, regardless of the reason for termination of employment.

***First Time Participants*:** New management employees hired or promoted into an eligible position will be able to begin participating in the MIP on the first day of the first full month in the eligible position. The Base Bonus will be prorated based on the number of months employed in the eligible position. No incentives will be earned or paid for new hires beginning employment after September 30, 2017.

***Existing Participants*:** Participants who transfer during the period January 1, 2017, through December 31, 2017, from one MIP eligible position to another MIP eligible position, having either a higher or lower Base Bonus, will begin participating at the new MIP level on the first day of the first full month in the new position. The participant's Base Bonus will be prorated for the months employed in each eligible position.

***Leave of Absence*:** Participants who have been on an approved leave of absence for medical or other reasons for greater than 60 cumulative days, but 120 or lesser cumulative days, during the year will receive a prorated portion of their earned Base Bonus. Participants who have been on an approved leave of absence for medical or other reasons for greater than 120 cumulative days during the year will not be eligible to earn any amount of MIP for the year.

***Covered Employees*:** The Compensation Committee shall retain discretion to name as a participant any otherwise-eligible Covered Employee hired or promoted after the commencement of the Plan.

IV. MIP Administration

The Board of Directors has the discretion, subject to the provisions of the 2017 MIP, to make or to select the manner of making all determinations with respect to the 2017 MIP to the extent not inconsistent with Section 162(m) for Covered Employees. The Board of Directors has delegated the administration of the MIP to the Compensation Committee of the Board of Directors (the "Compensation Committee"), who in turn, will approve and subsequently make recommendations to the Board of Directors for final approval of all determinations with respect to the MIP. As delegated by the Board of Directors, the Compensation Committee shall have full authority to formulate adjustments and make interpretations under the 2017 MIP as it deems appropriate. As delegated, the Compensation Committee shall also be empowered to make any and all of the determinations not herein specifically authorized which may be necessary or desirable for the effective administration of the 2017 MIP. As delegated, the bonus amounts calculated under the 2017 MIP shall be paid only upon the Compensation Committee's determination, in its sole discretion, that the participant is entitled to them. All matters of delegation of the 2017 MIP will be approved by the Compensation Committee prior to its recommendation to the Board of Directors for final approval. The Compensation Committee shall be comprised at all times solely of two or more directors who are "outside directors" within the meaning of Section 162(m) of the Code.

The Board of Directors may change the plan from time to time in any respect except as otherwise set forth herein. All decisions made on behalf of the Company by the Board of Directors or the Compensation Committee relative to the plan are final and binding. The determination of compliance with the individual objectives established under the plan for an employee shall be made by the Board of Directors in its sole discretion after approval by the Compensation Committee.

V. MIP Incentive Determination and Payment

The 2017 MIP provides for the determination of a Base Bonus expressed as a percentage of the participant's annual salary in effect at the end of the program period or the end of each respective period when a participant transfers from one MIP eligible position to another.

Participants approved for MIP participation as of January 1, 2017, are eligible for a full year's participation, not subject to proration if employed for the entire year, in accordance with the provisions hereof. All incentives earned under the MIP will be measured and paid annually.

VI. MIP Participants

The 2017 MIP participants include the Chief Executive Officer (the "CEO"), plus the direct reports to the CEO and Chief Operating Officer (the "COO").

VII. MIP Method of Calculation

Each participant's incentive will be calculated based on the achievement of financial targets and individual objectives. Base bonus for all MIP participants is divided into two financial components and an individual objectives component. 75% of the base bonus is allocated to 2017 Consolidated MiMedx Revenue performance ("Revenue"); and 25% is allocated to 2017 Consolidated MiMedx Earnings Before Interest, Taxes, Depreciation, Amortization, and Share Based Compensation Expense performance ("Adjusted EBITDA").

The financial thresholds for 2017 Revenue and 2017 Adjusted EBITDA indicate the level of respective performance where partial payouts commence. Increased partial payouts are indicated for respective 2017 Revenue and 2017 Adjusted EBITDA performance above the financial threshold and below the financial target. The respective 2017 Revenue and 2017 Adjusted EBITDA targets indicate the point at which the respective target base bonuses are earned. Each partial level of payout and target base bonus payout for Revenue and Adjusted EBITDA is determined independent of the other.

All performance measures and/or metrics/goals will be established in writing and approved by the Compensation Committee and the Board of Directors no later than the earlier of (i) ninety (90) days following the start of the fiscal year to which they relate and (ii) before the lapse of twenty-five percent (25%) of the period to which they relate. All performance measures and/or metrics/goals must be uncertain of achievement at the time they are established, and the achievement of the performance measures and/or metrics/goals must be determinable by a third party with knowledge of the relevant facts.

Following the end of the Program Period, management will provide documentation to the Compensation Committee confirming the degree of achievement of all performance measures and/or metrics and performance goals pertaining to the 2017 MIP. The Compensation Committee will review the documentation from management, and following its review, the Compensation Committee will certify, in writing, the achievement of such performance measures and/or metrics/goals prior to the approval of the Compensation Committee and its subsequent recommendation to the Board of Directors for final approval and payment in accordance with such achievement.

EBITDA Performance

MiMedx Adjusted EBITDA performance has 6 designated levels at which specific portions of the EBITDA component (up to 100% of the Adjusted EBITDA target) are funded for payout. The Adjusted EBITDA threshold is the gatekeeper for the Adjusted EBITDA component. If Adjusted EBITDA performance is unfavorable to the Adjusted EBITDA Threshold, no payout for Adjusted EBITDA performance can be made. If Adjusted EBITDA performance is favorable to the Adjusted EBITDA Threshold, and the Adjusted EBITDA component is paid out independent of and in addition to the Revenue component in accordance with the terms set forth below.

Revenue Performance

The Revenue performance has 6 designated levels at which specific portions of the Revenue component (up to 100% of the Revenue target) are funded for payout. The Revenue performance also has an additional 6 designated levels (levels 7 through 12 in the Revenue Performance table below) above 100% of the Revenue

target at which an excess bonus is funded for payout. The Revenue threshold is the gatekeeper for the Revenue component. If Revenue performance is unfavorable to the Revenue Threshold, no payout for Revenue performance can be made. If Revenue performance is favorable to the Revenue Threshold, the Revenue component is paid out independent of and in addition to the Adjusted EBITDA component in accordance with the terms set forth below.

Revenue Performance Excess Bonus

If Revenue performance is greater than 100% of the Revenue Target (Level 6 in the Revenue Performance table below), the participant may earn an excess bonus. The excess bonus is earned for each level of designated revenue performance at the excess percentage of the Revenue component plus the same excess percentage of the earned EBITDA component (levels 7 through 12 in the Revenue performance table below). Including the excess bonus, the total bonus cannot exceed two (2) times a participant's Base Bonus amount.

A table summary of the MIP calculations is as follows:

Adjusted EBITDA Performance and Portions of EBITDA Component Funded

- **Adjusted EBITDA < $48,000,000 (Level 1)** = no incentive earned for any MIP component
- **Adjusted EBITDA at $48,000,000 (Level 1)** = 10% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $53,500,000 (Level 2)** = 25% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $58,500,000 (Level 3)** = 50% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $62,300,000 (Level 4)** = 75% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $67,700,000 (Level 5)** = 90% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $68,500,000 (Level 6)** = 100% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA >$68,500,000 (Level 6)** = 100% of Adjusted EBITDA target bonus (plus earned Revenue)
    - For Adjusted EBITDA performance greater that the Adjusted EBITDA target, an Excess Bonus may only be funded based upon Revenue performance greater than 100% of revenue target as described below.

Revenue Performance and Portions of Revenue Component Funded

- **Revenue < $265,800,000 (Level 1)** = no incentive earned for Revenue component.
- **Revenue at $265,800,000 (Level 1)** = 15% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $283,900,000 (Level 2)** = 40% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $290,000,000 (Level 3)** = 60% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $296,000,000 (Level 4)** = 80% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $299,000,000 (Level 5)** = 90% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $302,000,000 (Level 6)** = 100% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $305,000,000 (Level 7)** = 110% of Revenue target bonus and 110% of earned Adjusted EBITDA
- **Revenue at $308,000,000 (Level 8)** = 120% of Revenue target bonus and 120% of earned Adjusted EBITDA
- **Revenue at $311,000,000 (Level 9)** = 140% of Revenue target bonus and 140% of earned Adjusted EBITDA

- **Revenue at $315,000,000 (Level 10)** = 160% of Revenue target bonus and 160% of earned Adjusted EBITDA
- **Revenue at $318,500,000 (Level 11)** = 180% of Revenue target bonus and 180% of earned Adjusted EBITDA
- **Revenue at $322,000,000 (Level 12)** = 200% of Revenue target bonus and 200% of earned Adjusted EBITDA
    - The maximum MIP amount is limited to two (2) times the participant's Base Bonus.

The Compensation Committee shall adjust the performance measures and/or metrics/goals as the Compensation Committee in its sole discretion may determine is appropriate in the event of unbudgeted acquisitions or divestitures or other unexpected fundamental changes in the business, any business unit or any product to fairly and equitably determine the bonus amounts and to prevent any inappropriate enlargement or dilution of the bonus amounts. In that respect, the performance measures and/or metrics/goals may be adjusted to reflect, by way of example and not of limitation, (i) unanticipated asset write-downs or impairment charges, (ii) litigation or claim judgments or settlements thereof, (iii) changes in tax laws, accounting principles or other laws or provisions affecting reported results, (iv) accruals for reorganization or restructuring programs, or extraordinary non-reoccurring items as described in Accounting Principles Board Opinion No. 30 or as described in management's discussion and analysis of the financial condition and results of operations appearing in the Annual Report on Form 10-K for the applicable year, (v) acquisitions or dispositions or (vi) foreign exchange gains or losses. To the extent any such adjustments affect any bonus amounts, the intent is that the adjustments shall be in a form that allows the bonuses payable to Covered Employees to continue to meet the requirements of Section 162(m) of the Code for deductibility to the extent intended to constitute qualified performance-based compensation.

Notwithstanding any other provision of the 2017 MIP, in no event may any bonuses payable to Covered Employees under the 2017 MIP exceed the maximum amounts payable based on achievement of Adjusted EBITDA and Revenue for 2017 (subject to any other limits set forth in the 2017 MIP).

VIII. Maximum MIP Payment Amounts

The maximum potential amount to be earned by a participant is two (2) times the participant's Base Bonus Amount. The determining annual base salary in the earned payout calculation is the annual base salary in effect at the end of the program period or the end of each respective period when a participant transfers from one MIP eligible position to another. In all cases, the maximum earned payout for the 2017 MIP for any one individual participant cannot exceed $1,000,000.

IX. Payment of Earned MIP Amounts

Amounts earned by participants will be paid following the Board of Directors meeting in late February or early March, and such payment date shall be paid between February 15, 2017 and March 15, 2017.

X. Compliance with Section 162 (m)

It is the intent of the Company that the 2017 MIP and any bonuses payable under the 2017 MIP to participants who are or may become persons whose compensation is subject to Section 162(m) of the Code and that are intended to constitute qualified performance-based compensation satisfy any applicable requirements of Section 162(m) of the Code to qualify as qualified performance-based compensation. Any provision, application or interpretation of the 2017 MIP inconsistent with this intent shall be disregarded or deemed to be amended to the extent necessary to conform to such requirements. The provisions of the 2017 MIP may be bifurcated by the Board of Directors upon recommendation by the Compensation Committee at any time, so that certain provisions of the 2017 MIP required in order to satisfy the requirements of Section 162(m) of the Code are only applicable to participants whose compensation is subject to 162(m) of the Code.

XI. Exemption from 409A

This Plan is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be construed and interpreted in accordance therewith. The Committee may at any time amend, suspend or terminate this Plan, or any payments to be made hereunder, as necessary to be exempt from Section 409A of the Code. Notwithstanding the preceding, MiMedx shall be liable to any participant or any other person if the Internal Revenue Service or any court or other authority having jurisdiction over such matter determines for any reason that any bonus to be made under this Plan is subject to taxes, penalties or interest as a result of failing to be exempt from, or comply with, Section 409A of the Code. The bonuses under the Plan are intended to satisfy the exemption from Section 409A of the Code for "short-term deferrals."

XII. MIP Miscellaneous

Nothing in the MIP shall be deemed to constitute a contract for the continuance of employment of the participants or bring about a change of status of employment. Neither the action of the Company in establishing this program, nor any provisions hereof, nor any action taken by the Company shall be construed as giving any employee the right to be retained in the employ of the Company for any period of time, or to be employed in any particular position, or at any particular rate of remuneration.

Further, nothing contained herein shall in any manner inhibit the day-to-day conduct of the business of the Company and its subsidiaries, which shall remain within the sole discretion of management of the Company; nor shall any requirements imposed by management or resulting from the conduct of the business of the Company constitute an excuse for, or waiver from, compliance with any goal established under this plan.

No persons shall have any right, vested or contingent, or any claim whatsoever, to be granted any award or receive any payment hereunder, except payments of awards determined and payable in accordance with the specific provisions hereof or pursuant to a specific and properly approved agreement regarding the granting or payment of an award to a designated individual.

Neither this program, nor any payments pursuant to this program, shall affect, or have any application to, any of the Company's life insurance, disability insurance, PTO, medical or other related benefit plans, whether contributory or non-contributory on the part of the employee except as may be specifically provided by the terms of the benefit plan.

All payments pursuant to this program are in gross amounts less applicable withholdings. To the extent required by law, the Company shall withhold from all payments made hereunder any amount required to be withheld by Federal and state or local government or other applicable laws. Each participant shall be responsible for satisfying in cash or cash equivalent acceptable to the Committee any income and employment tax withholdings applicable to any payment under the 2017 MIP or participation's participation in the 2017 MIP.

MiMedx reserves the right to apply a participant's incentive payment against any outstanding obligations owed to the Company.

2018 Management Incentive Plan (MIP)

I. Purpose

The 2018 MIP is designed to provide an incentive for key members of the MiMedx Group, Inc. ("MiMedx" or "Company") management team to exceed the 2018 Business Plan and reward those management team members with deserving performance. The MiMedx Board of Directors (the "Board of Directors") has complete authority to interpret the 2018 MIP, to prescribe, amend and rescind rules and regulations relating to it, and to make all other determinations necessary or advisable for the administration of the 2018 MIP (to the extent not inconsistent with Section 162(m) of the Code for payments to Covered Employees). The portion of this 2018 MIP applicable to Covered Employees (as defined by Section 162(m) of the Internal Revenue Code) has been approved by the Board of Directors pursuant to the MiMedx 2016 Equity and Cash Incentive Plan.

The goals of the 2018 MIP are:

1. To increase shareholder value.
2. To achieve and exceed the MiMedx 2018 Business Plan.
3. To reward key individuals for demonstrated performance that is sustained throughout the year.
4. To enhance the Company's ability to be competitive in the marketplace for executive talent, and to attract, retain and motivate a high-performing and high-potential management team.

II. MIP Program Period

This program is in effect from January 1, 2018 through December 31, 2018. The program is subject to adjustment by the Company at any time during or after the program period. In the event of a program adjustment, an addendum will be published to inform eligible participants. No such adjustment may be made if it causes payments to Covered Employees to no longer qualify as qualified performance-based compensation under Section 162(m) of the Code.

III. MIP Participation and Eligibility

Participation and eligibility is determined by the Board of Directors with the Compensation Committee, as defined herein, approving the eligibility of Covered Employees. No individual is automatically included in the 2018 MIP. Only those individuals approved by the Board of Directors and confirmed in writing are eligible. Verbal comments or promises to any employee or past practices are not binding on MiMedx or any of its divisions or subsidiaries in any manner.

Terminated Employees: If a participant terminates from the Company, the following guidelines will be used for all voluntary or involuntary terminations as well as terminations due to a Reduction in Force: Incentives are only earned by employees who are in good standing and employed on the date payment is made. Participants terminating employment prior to the date of payment are not eligible for any incentive payment, regardless of the reason for termination of employment.

First Time Participants: New management employees hired or promoted into an eligible position will be able to begin participating in the MIP on the first day of the first full month in the eligible position. The Base Bonus will be prorated based on the number of months employed in the eligible position. No incentives will be earned or paid for new hires beginning employment after September 30, 2018.

Existing Participants: Participants who transfer during the period January 1, 2018, through December 31, 2018, from one MIP eligible position to another MIP eligible position, having either a higher or lower Base Bonus, will begin participating at the new MIP level on the first day of the first full month in the new position. The participant's Base Bonus will be prorated for the months employed in each eligible position.

Leave of Absence: Participants who have been on an approved leave of absence for medical or other reasons for greater than 60 cumulative days, but 120 or lesser cumulative days, during the year will receive a prorated portion of their earned Base Bonus. Participants who have been on an approved leave of absence for medical or other reasons for greater than 120 cumulative days during the year will not be eligible to earn any amount of MIP for the year.

***Covered Employees*:** The Compensation Committee shall retain discretion to name as a participant any otherwise-eligible Covered Employee hired or promoted after the commencement of the Plan.

IV. MIP Administration

The Board of Directors has the discretion, subject to the provisions of the 2018 MIP, to make or to select the manner of making all determinations with respect to the 2018 MIP to the extent not inconsistent with Section 162(m) for Covered Employees. The Board of Directors has delegated the administration of the MIP to the Compensation Committee of the Board of Directors (the "Compensation Committee"), who in turn, will approve and subsequently make recommendations to the Board of Directors for final approval of all determinations with respect to the MIP. As delegated by the Board of Directors, the Compensation Committee shall have full authority to formulate adjustments and make interpretations under the 2018 MIP as it deems appropriate. As delegated, the Compensation Committee shall also be empowered to make any and all of the determinations not herein specifically authorized which may be necessary or desirable for the effective administration of the 2018 MIP. As delegated, the bonus amounts calculated under the 2018 MIP shall be paid only upon the Compensation Committee's determination, in its sole discretion, that the participant is entitled to them. All matters of delegation of the 2018 MIP will be approved by the Compensation Committee prior to its recommendation to the Board of Directors for final approval. The Compensation Committee shall be comprised at all times solely of two or more directors who are "outside directors" within the meaning of Section 162(m) of the Code.

The Board of Directors may change the plan from time to time in any respect except as otherwise set forth herein. All decisions made on behalf of the Company by the Board of Directors or the Compensation Committee relative to the plan are final and binding. The determination of compliance with the individual objectives established under the plan for an employee shall be made by the Board of Directors in its sole discretion after approval by the Compensation Committee.

V. MIP Incentive Determination and Payment

The 2018 MIP provides for the determination of a Base Bonus expressed as a percentage of the participant's annual salary in effect at the end of the program period or the end of each respective period when a participant transfers from one MIP eligible position to another.

Participants approved for MIP participation as of January 1, 2018, are eligible for a full year's participation, not subject to proration if employed for the entire year, in accordance with the provisions hereof. All incentives earned under the MIP will be measured and paid annually.

VI. MIP Participants

The 2018 MIP participants include the Chief Executive Officer (the "CEO"), plus the direct reports to the CEO and Chief Operating Officer (the "COO").

VII. MIP Method of Calculation

Each participant's incentive will be calculated based on the achievement of financial targets. Base bonus for all MIP participants is divided into two financial components. 33.33% of the base bonus is allocated to 2018 Consolidated MiMedx Revenue performance ("Revenue"); 33.33% is allocated to 2018 Consolidated MiMedx Earnings Before Interest, Taxes, Depreciation, Amortization, and Share Based Compensation Expense performance ("Adjusted EBITDA"); and 33.33 is allocated to Individual Objectives.

The financial thresholds for 2018 Revenue and 2018 Adjusted EBITDA indicate the level of respective performance where partial payouts commence. Increased partial payouts are indicated for respective 2018 Revenue and 2018 Adjusted EBITDA performance above the financial threshold and below the financial target. The respective 2018 Revenue and 2018 Adjusted EBITDA targets indicate the point at which the respective target base bonuses are earned. Each partial level of payout and target base bonus payout for Revenue and Adjusted EBITDA is determined independent of the other.

All performance measures and/or metrics/goals will be established in writing and approved by the Compensation Committee and the Board of Directors no later than the earlier of (i) ninety (90) days following the start of the fiscal year to which they relate and (ii) before the lapse of twenty-five percent (25%) of the period to which they relate. All performance measures and/or metrics/goals must be uncertain of achievement at the time they are established, and the achievement of the performance measures and/or metrics/goals must be determinable by a third party with knowledge of the relevant facts.

Following the end of the Program Period, management will provide documentation to the Compensation Committee confirming the degree of achievement of all performance measures and/or metrics and performance goals pertaining to the 2018 MIP. The Compensation Committee

will review the documentation from management, and following its review, the Compensation Committee will certify, in writing, the achievement of such performance measures and/or metrics/goals prior to the approval of the Compensation Committee and its subsequent recommendation to the Board of Directors for final approval and payment in accordance with such achievement.

EBITDA Performance

MiMedx Adjusted EBITDA performance has six designated levels at which specific portions of the EBITDA component (up to 100% of the Adjusted EBITDA target) are funded for payout. The Adjusted EBITDA threshold is the gatekeeper for the Adjusted EBITDA component. If Adjusted EBITDA performance is unfavorable to the Adjusted EBITDA Threshold, no payout for Adjusted EBITDA performance can be made. If Adjusted EBITDA performance is favorable to the Adjusted EBITDA Threshold, and the Adjusted EBITDA component is paid out independent of and in addition to the Revenue component in accordance with the terms set forth below. Adjusted EBITDA performance is measured before accrual and payout of bonus expense. In the table set forth below, the six designated levels of Adjusted EBITDA performance are before accrual and payout of bonus expense.

Revenue Performance

The Revenue performance has 6 designated levels at which specific portions of the Revenue component (up to 100% of the Revenue target) are funded for payout. The Revenue performance also has an additional 6 designated levels (levels 7 through 12 in the Revenue Performance table below) above 100% of the Revenue target at which an excess bonus is funded for payout. The Revenue threshold is the gatekeeper for the Revenue component. If Revenue performance is unfavorable to the Revenue Threshold, no payout for Revenue performance can be made. If Revenue performance is favorable to the Revenue Threshold, the Revenue component is paid out independent of and in addition to the Adjusted EBITDA component in accordance with the terms set forth below.

Revenue Performance Excess Bonus

If Revenue performance is greater than 100% of the Revenue Target (Level 6 in the Revenue Performance table below), the participant may earn an excess bonus. The excess bonus is earned for each level of designated revenue performance at the excess percentage of the Revenue component plus the same excess percentage of the earned EBITDA component (levels 7 through 12 in the Revenue performance table below). Including the excess bonus, the total bonus cannot exceed two (2) times a participant’s Base Bonus amount.

A table summary of the MIP calculations is as follows:

Adjusted EBITDA Performance and Portions of EBITDA Component Funded

- **Adjusted EBITDA < $71,399,999 (Level 1) =** no incentive earned for any MIP component
- **Adjusted EBITDA at $71,400,000 (Level 1) =** 10% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $79,600,000 (Level 2) =** 25% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $86,700,000 (Level 3) =** 50% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $92,800,000 (Level 4) =** 75% of Adjusted EBITDA target bonus (plus earned Revenue)

2018 MiMedx MIP

- **Adjusted EBITDA at $97,900,000 (Level 5)** = 90% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA at $102,000,000 (Level 6)** = 100% of Adjusted EBITDA target bonus (plus earned Revenue)
- **Adjusted EBITDA >$102,000,000 (Level 6)** = 100% of Adjusted EBITDA target bonus (plus earned Revenue)
    - For Adjusted EBITDA performance greater that the Adjusted EBITDA target, an Excess Bonus may only be funded based upon Revenue performance greater than 100% of revenue target as described below.

Revenue Performance and Portions of Revenue Component Funded

- **Revenue < $336,999,999 (Level 1)** = no incentive earned for Revenue component.
- **Revenue at $337,000,000 (Level 1)** = 15% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $360,000,000 (Level 2)** = 40% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $367,700,000 (Level 3)** = 60% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $375,300,000 (Level 4)** = 80% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $379,200,000 (Level 5)** = 90% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $383,000,000 (Level 6)** = 100% of Revenue target bonus (plus earned Adjusted EBITDA)
- **Revenue at $386,800,000 (Level 7)** = 110% of Revenue target bonus and 110% of earned Adjusted EBITDA
- **Revenue at $390,700,000 (Level 8)** = 120% of Revenue target bonus and 120% of earned Adjusted EBITDA
- **Revenue at $394,500,000 (Level 9)** = 140% of Revenue target bonus and 140% of earned Adjusted EBITDA
- **Revenue at $398,300,000 (Level 10)** = 160% of Revenue target bonus and 160% of earned Adjusted EBITDA
- **Revenue at $402,200,000 (Level 11)** = 180% of Revenue target bonus and 180% of earned Adjusted EBITDA
- **Revenue at $410,000,000 (Level 12)** = 200% of Revenue target bonus and 200% of earned Adjusted EBITDA
    - The maximum MIP amount is limited to two (2) times the participant’s Base Bonus.

The Compensation Committee shall adjust the performance measures and/or metrics/goals as the Compensation Committee in its sole discretion may determine is appropriate in the event of unbudgeted acquisitions or divestitures or other unexpected fundamental changes in the business, any business unit or any product to fairly and equitably determine the bonus amounts and to prevent any inappropriate enlargement or dilution of the bonus amounts. In that respect, the performance measures and/or metrics/goals may be adjusted to reflect, by way of example and not of limitation, (i) unanticipated asset write-downs or impairment charges, (ii) litigation or claim judgments or settlements thereof, (iii) changes in tax laws, accounting principles or other laws or provisions affecting reported results, (iv) accruals for reorganization or restructuring programs, or extraordinary non-reoccurring items as described in Accounting Principles Board Opinion No. 30 or as described in management’s discussion and analysis of the financial condition

and results of operations appearing in the Annual Report on Form 10-K for the applicable year, (v) acquisitions or dispositions or (vi) foreign exchange gains or losses. To the extent any such adjustments affect any bonus amounts, the intent is that the adjustments shall be in a form that allows the bonuses payable to Covered Employees to continue to meet the requirements of Section 162(m) of the Code for deductibility to the extent intended to constitute qualified performance-based compensation.

Notwithstanding any other provision of the 2018 MIP, in no event may any bonuses payable to Covered Employees under the 2018 MIP exceed the maximum amounts payable based on achievement of Adjusted EBITDA and Revenue for 2018 (subject to any other limits set forth in the 2018 MIP).

VIII. Maximum MIP Payment Amounts

The maximum potential amount to be earned by a participant is two (2) times the participant's Base Bonus Amount. The determining annual base salary in the earned payout calculation is the annual base salary in effect at the end of the program period or the end of each respective period when a participant transfers from one MIP eligible position to another. In all cases, the maximum earned payout for the 2018 MIP for any one individual participant cannot exceed $1,100,000.

IX. Payment of Earned MIP Amounts

Amounts earned by participants will be paid following the Board of Directors meeting in late February or early March, and such payment date shall be paid typically between February 15, 2019 and March 15, 2019, unless the participant is subject to the internal investigation being conducted by the Audit Committee of the Board of Directors, in which case such payment shall be made a reasonable time following the conclusion of such investigation.

X. Exemption from 409A

This Plan is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be construed and interpreted in accordance therewith. The Committee may at any time amend, suspend or terminate this Plan, or any payments to be made hereunder, as necessary to be exempt from Section 409A of the Code. Notwithstanding the preceding, MiMedx shall be liable to any participant or any other person if the Internal Revenue Service or any court or other authority having jurisdiction over such matter determines for any reason that any bonus to be made under this Plan is subject to taxes, penalties or interest as a result of failing to be exempt from, or comply with, Section 409A of the Code. The bonuses under the Plan are intended to satisfy the exemption from Section 409A of the Code for "short-term deferrals."

XI. MIP Miscellaneous

Nothing in the MIP shall be deemed to constitute a contract for the continuance of employment of the participants or bring about a change of status of employment. Neither the action of the Company in establishing this program, nor any provisions hereof, nor any action taken by the Company shall be construed as giving any employee the right to be retained in the employ of the Company for any period of time, or to be employed in any particular position, or at any particular rate of remuneration.

Further, nothing contained herein shall in any manner inhibit the day-to-day conduct of the business of the Company and its subsidiaries, which shall remain within the sole discretion of management of the Company; nor shall any requirements imposed by management or resulting from the conduct of the business of the Company constitute an excuse for, or waiver from, compliance with any goal established under this plan.

No persons shall have any right, vested or contingent, or any claim whatsoever, to be granted any award or receive any payment hereunder, except payments of awards determined and payable in accordance with the specific provisions hereof or pursuant to a specific and properly approved agreement regarding the granting or payment of an award to a designated individual.

Neither this program, nor any payments pursuant to this program, shall affect, or have any application to, any of the Company's life insurance, disability insurance, PTO, medical or other related benefit plans, whether contributory or non-contributory on the part of the employee except as may be specifically provided by the terms of the benefit plan.

All payments pursuant to this program are in gross amounts less applicable withholdings. To the extent required by law, the Company shall withhold from all payments made hereunder any amount required to be withheld by Federal and state or local government or other applicable laws. Each participant shall be responsible for satisfying in cash or cash equivalent acceptable to the Committee any income and employment tax withholdings applicable to any payment under the 2018 MIP or participation's participation in the 2018 MIP.

MiMedx reserves the right to apply a participant's incentive payment against any outstanding obligations owed to the Company.

Exhibit 10.22

April 3, 2018

Mr. Edward J. Borkowski
55 Dale Drive
Chatham, NJ 07928

Dear Ed:

I am pleased to confirm our offer of employment to you for the position of Executive Vice President of Corporate Affairs and Strategy on behalf of MiMedx Group, Inc. ("MiMedx" or "Company"), which employment is to commence on or about April 16, 2018. In this position, you will initially report directly to Pete Petit, Chairman and Chief Executive Officer.

Your initial base salary will be $21,153.84 (gross before deductions) per biweekly pay period, which is equivalent to the gross amount of $550,000 on an annualized basis. Your salary will be payable on a biweekly basis. Your future salary adjustments will be in accordance with Company policy and based upon individual and Company performance.

You will be eligible to participate in the MiMedx 2018 Management Incentive Plan ("MIP") with an annual target cash bonus amount equal to sixty percent (60%) of the base salary paid to you in accordance with the terms of such program in effect from time-to-time. You will be eligible to begin participating in the MIP effective April 1, 2018.

Your incentive will be calculated based on the achievement of MiMedx financial targets. In the 2018 MIP, a specified portion of your above-referenced target bonus will be allocated to MiMedx revenue performance, and the remaining specified portion will be allocated to MiMedx Earnings Before Interest, Taxes, Depreciation and Amortization ("EBITDA") performance. Under separate cover, you will receive further confirmation of your participation in the 2018 MIP following the commencement of your employment. Your participation in the 2018 MIP will not be prorated based on your participation date of April 1, 2018, but rather based on the full year of 2018.

The Company will make a recommendation to the Compensation Committee that you be granted a Restricted Stock Award of 100,000 shares of MiMedx Common Stock. Such Restricted Stock Award will be subject to the terms of the applicable grant and the terms and conditions of the Company's 2016 Equity and Cash Incentive Plan and the Restricted Stock Award Agreement. The "Restricted Periods" are the one year period beginning on the Grant Date and ending on the first anniversary of the Grant Date and the successive one-year periods ending on the second and third anniversaries of the Grant Date. Provided you remain an eligible participant in the Stock Incentive Plan, at the end of such Restricted Period, you shall become vested in one-third of the shares of Restricted Stock, and shall own such shares free of all restrictions otherwise imposed by the Restricted Stock Award Agreement. The above recommendation will be made by the Company at the next scheduled meeting of the Compensation Committee, which is scheduled to be held on April 25, 2018.

At the meeting of the Compensation Committee of the MiMedx Board of Directors coinciding with the Company's 2018 Annual Shareholder Meeting, which meeting will be held following the filing of the Company's 2017 Annual Report on Form 10K and the filing of the Company's Proxy, the Company will make a an additional recommendation to the Compensation Committee that you be granted a Restricted Stock Award. The shares to be recommended will be equivalent to $750,000 in value based on the share price of the Company's common stock as of the market close on the date you commence employment with MiMedx. Such Restricted Stock Award will be subject to the terms of the applicable grant and the terms and conditions of the Company's 2016 Equity and Cash Incentive Plan and the Restricted Stock Award Agreement. The "Restricted Periods" are the one year period beginning on the Grant Date and ending on the first anniversary of the Grant Date and the successive one-year periods ending on the second and third anniversaries of the Grant Date. Provided you remain an eligible participant in the Stock Incentive Plan, at the end of such Restricted Period, you shall become vested in one-third of the shares of Restricted Stock, and shall own such shares free of all restrictions otherwise imposed by the Restricted Stock Award Agreement.

In the event that specific events, as defined below, occur in advance of the MiMedx 2018 Annual Shareholder Meeting, and the above referenced recommended grant that was to be equivalent to $750,000 in value is not able to be made to the Compensation Committee, you will be eligible to receive the equivalent value of the above referenced grant paid to you in the form of a lump sum payment in the amount of $750,000 (gross before deductions). The specific events that could occur prior to the MiMedx 2018 Annual Shareholder Meeting which would cause the $750,000 cash payment to become eligible to be generated by the Company are limited to the following events: 1) the consummation of a Change in Control (as defined in the Company's Change in Control Severance and Restrictive Covenant Agreement referenced below); or 2) your termination of employment without Cause or Good Reason (Cause or Good Reason as defined below in the Non-CIC Severance Agreement).

Based on the Company's analysis of competitive data, the Company has established a target annual long-term incentive value for each position eligible to participate in the Company's stock incentive program. This target is expressed as a percentage of the participant's annual base salary, and is used as a guide by which to measure the appropriate and competitive value of the annual equity grant to be proposed by the Company for approval by the Compensation committee. In your position of Executive Vice President of Corporate Affairs, your target annual long-term incentive value is two hundred percent (200%) of your annual base salary.

As an incentive to enter into the employ of the Company, you will be eligible to receive a special bonus payment in the amount of $150,000 (gross before deductions) payable ninety (90) days following your date of employment with the Company. You must be an active employee with the Company on the date of payment in order to remain eligible for the above referenced special bonus.

The Company will make a recommendation to the MiMedx Board of Directors that the Company enters into a Change in Control Severance and Restrictive Covenant Agreement (the "Severance Agreement") between you and MiMedx. The Severance Agreement will be proposed at the April 25, 2018 Board of Directors meeting. The following is a summary of certain of the terms and conditions of the proposed Severance Agreement: If you are an employee of the Company at the time of a Change in Control (as defined in the Severance Agreement), you shall be entitled to the compensation and benefits as described below upon the subsequent termination of your employment with the Company by you or by the Company during the term of the Severance Agreement, unless such termination is as a result of (i) your death; (ii) your disability; (iii) your retirement; (iv) your termination by the Company for Cause (as defined in the Severance Agreement); or (v) your decision to terminate your employment other than for Good Reason (as defined in the Severance Agreement).

After a Change in Control (as defined in the Severance Agreement) of the Company has been consummated, if the Company terminates your employment other than pursuant to the disqualified reasons referenced above or if you terminate your employment for Good Reason (as defined in the Severance Agreement), then the Company shall pay or provide to you, as severance compensation and in consideration of your adherence to all post termination terms and conditions defined in the Severance Agreement, the following:

(a) An amount equal to one and three quarters (1.75) times your annual base compensation and targeted base bonus on the date of the Change in Control (as defined in the Severance Agreement) which amount shall be paid to you in cash on or before the fifth business day following the date of termination of employment; and

(b) For a period of twenty-one (21) months following your date of termination of employment, the following benefits are provided to you:

i. if you elect and remain eligible for COBRA coverage for you and anyone entitled to claim under or through you, you shall be entitled to purchase the COBRA coverage under the group medical plan or dental plan at a subsidized COBRA rate equal to the "active" employee contribution rate for you and your dependents (where applicable); and

ii. your participation in the life or other similar insurance or death benefit plan, or other present or future similar group employee benefit plan or program of the Company (excluding short-term or long-term disability insurance) for which key Employees are eligible at the date of a Change in Control, to the same extent as if you had continued to be an employee of the Company during such period and such benefits shall, to the extent not fully paid under any such plan or program, be paid by the Company.

The Company's obligation to provide the above severance payments is expressly contingent upon the Company's prior receipt of an executed copy of the Company's General Release (the "General Release"). The Company will have no obligation to provide severance payments in the event that you (i) do not deliver to the Company an executed General Release, or (ii) do deliver an executed General Release to the Company, but you breach any representation, warranty or covenant of the General Release after delivery.

For purposes of the Severance Agreement, “Change in Control” shall mean and be deemed to have occurred on the earliest to occur of a change in the ownership of the Company, a change in the effective control of the Company, a change in ownership of a substantial portion of the Company’s assets or a disposition of a substantial portion of the Company’s assets, all as defined below:

(a) A change in the ownership of the Company occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of the Company which, together with stock held by such person or group, represents more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company. An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock.

(b) A change in the effective control of the Company occurs on the date that either: any one person, or more than one person acting as a group becomes the beneficial owner of stock of the Company possessing more than fifty percent (50%) of the total voting power of the stock of the Company; or a majority of members of the Company’s board of directors is replaced during any 24-month period by directors whose appointment or election is not endorsed by at least two-thirds (2/3) of the members of the Company’s board of directors who were directors prior to the date of the appointment or election of the first of such new directors.

(c) A change in the ownership of a substantial portion of the Company’s assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. The transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to an entity more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

(d) A disposition of a substantial portion of the Company’s assets occurs on the date that the Company transfers assets by sale, lease, exchange, distribution to shareholders, assignment to creditors, foreclosure or otherwise, in a transaction or transactions not in the ordinary course of the Company’s business (or has made such transfers during the 12-month period ending on the date of the most recent transfer of assets) that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company as of the date immediately prior to the first such transfer or transfers. The transfer of assets by the Company is not treated as a disposition of a substantial portion of the Company’s assets if the assets are transferred to an entity, more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

In the event of the involuntary termination of your employment by the Company prior to a Change in Control for reasons other than for "Cause", or your voluntary termination of your employment prior to a Change in Control with "Good Reason," you will be eligible to receive severance payments for a period of twelve (12) months following the termination date (the "Non-CIC Severance Period") equivalent to your annualized base salary and your annualized target base bonus (the "Non-CIC Severance Agreement"). Although such payments will be measured by your salary at the time of termination of employment, you will no longer be an employee of the Company after your termination date. Such payments will be made ratably over the Non-CIC Severance Period according to the Company's standard payroll schedule and shall be subject to applicable withholdings, provided, however, that no such payments will be made until you deliver an executed General Release, and let the applicable revocation period expire without having revoked same, as described below. Any payments to be made during such time shall be accumulated and paid as soon as administratively practicable after the condition in the previous sentence has been satisfied. Payments made during the Non-CIC Severance Period will be limited to your base salary, less withholdings; however, because you will no longer be an employee of the Company, you will not accrue any bonus, PTO or other compensation during the Non-CIC Severance Period.

If the involuntary termination of your employment by the Company prior to a Change in Control for reasons other than for "Cause" or your voluntary termination of your employment prior to a Change in Control with "Good Reason" occurs prior to the first one-third vesting tranche (33,333 shares) of the above referenced Restricted Stock Award of 100,000 shares of MiMedx Common Stock to be recommended by the Company to the Compensation Committee, the severance applicable to the Non-CIC Severance Agreement will also include an additional lump sum payment in the amount of $750,000 (gross before deductions). Upon the vesting of the first one-third tranche (33,333 shares) of the above referenced Restricted Stock Award of 100,000 shares of MiMedx Common Stock to be recommended by the Company to the Compensation Committee, the severance applicable to the Non-CIC Severance Agreement will no longer include the additional lump sum payment in the amount of $750,000 (gross before deductions).

For the duration of the Non-CIC Severance Period, you and anyone entitled to claim under or through you shall also be entitled to all benefits under any group medical plan, dental plan, vision plan or other present or future similar group employee benefit plan or program of the Company for which employees are eligible as of the date of termination. To receive these benefits, you must elect COBRA; however, you will continue participation in these plans at the "active" employee contribution rate for you and eligible dependents (where applicable) for the duration of the Non-CIC Severance Period. After the Non-CIC Severance Period, you will be able to continue under COBRA to the extent you remain eligible provided you pay the full COBRA rate. Other benefits not described above will be continued under the Company's then existing benefit plans and policies in accordance with, and to the extent generally permitted with respect to any terminating employees under such plans and policies in effect on the date of termination.

The Company's obligation to provide the above severance payments is expressly contingent upon the Company's prior receipt of an executed copy of the Company's General Release (the "General Release"). The Company will have no obligation to provide severance payments in the event that you (i) do not deliver to the Company an executed General Release and let any applicable revocation period expire without having revoked same, within thirty (30) days after the termination date, or (ii) do deliver an executed General Release to the Company, but you breach any representation, warranty or covenant of the General Release after delivery.

For purposes of this Non-CIC Severance Agreement, "Cause" shall mean (i) your willful failure, neglect or refusal, as determined by the reasonable judgment of the Company, to perform the material duties of your position, which willful failure, neglect or refusal has not been cured by you within thirty (30) days of receipt of detailed written notice from the Company specifying the acts or omissions constituting such failure, neglect or refusal and you have not at any time thereafter repeated such failure or failed to sustain such cure; (ii) any misconduct by you that has the effect of injuring the reputation or business of the Company or any of its affiliates in any material respect; (iii) your continued or repeated absence from the Company, unless such absence is (a) approved or excused by the CEO of MiMedx or (b) is the result of your illness, disability or incapacity (in which event (viii) below shall control); (iv) your use of illegal drugs while on or off duty or drunkenness while on duty; (v) your conviction for the commission of a felony; (vi) the commission by you of an act of fraud, deceit, intentional material misrepresentation or embezzlement against the Company or any of its affiliates; (vii) knowing, intentional or willful withholding of information from the Company regarding or related to the criminal activity of any supplier, distributor, or vendor of the Company; or (viii) your disability, which shall mean your inability to perform the essential functions of your position, with or without reasonable accommodation by the Company, for an aggregate of one hundred twenty (120) days (whether or not consecutive) during any twelve (12)-month period during your employment with the Company.

For purposes of this "Cause" provision, no act or failure to act on your part shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith or without reasonable belief that your action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given by the Company's CEO, COO or their designated representative(s) or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by you in good faith and in the best interests of the Company.

For purposes of this Non-CIC Severance Agreement, "Good Reason" shall mean the occurrence of any of the following events, without your express written consent: (i) material diminution in your Base Salary; (ii) material diminution in your duties, authorities or responsibilities (other than temporarily while physically or mentally incapacitated or as required by applicable law); (iii) any material breach of the provisions of this letter by the Company; (iv) relocation of your primary work location by more than fifty (50) miles from its then current location without your consent; or (v) change in your direct reporting relationship to someone other than the CEO unless offered the position of CEO.

If you believe that Good Reason exists, you shall provide the Company with written notice detailing the specific circumstances alleged to constitute Good Reason within thirty (30) days of the initial existence of such circumstances, and the Company shall have a period of thirty (30) days following receipt of such notice to cure such event (if susceptible to cure). If you do not resign for Good Reason within thirty (30) days after the expiration of the applicable cure period (provided the Company did not cure same), then you will be deemed to have irrevocably waived your right to terminate for Good Reason with respect to such grounds.

Initially and throughout your first year of employment, the Company will not require your relocation to the Marietta, Georgia area, but rather allow you to commute on a weekly basis from your residence in Chatham, New Jersey to Marietta, Georgia. You will be expected to primarily work from the Company's Marietta, Georgia office and maintain a schedule averaging no less than four and one-half (4.5) days per week working from the Marietta office or traveling on Company business, unless otherwise agreed between you and the CEO of MiMedx. During this time, you will be permitted to maintain your primary residency in Chatham, New Jersey. At Company expense, MiMedx will secure an apartment for you in the Marietta, Georgia area for you to reside during the days of the week that you work from the Company's Marietta Office. The Company will pay for your weekly airfare to and from New Jersey and Atlanta. If you choose to remain in the Atlanta area over a weekend, the Company will pay for your spouse's airfare to and from New Jersey and Atlanta for one weekend each month. Also at Company expense, MiMedx will secure a rental car on a long-term rental arrangement that you will be able to use during your time in Marietta, and not have to do a car return and pick up every time you fly to and from New Jersey to Atlanta.

Following one year of employment with the Company, MiMedx does expect that you will relocate to the Marietta, Georgia area. If you would be interested in relocation from your primary residence in Chatham, New Jersey to the Marietta, Georgia area sooner than one year after you commence employment, the Company will accommodate that desire. Before the start of your relocation process, the Company will provide you with an appropriate relocation package to include relocation benefits and reimbursement of incurred expenses associated with: 1) the movement of household goods and vehicles, including appliance servicing, storage, automobile transport, personal towing (if desired) of your personal belongings, and movement of the contents of your wine cellar; 2) house hunting trips to the Atlanta area; 3) temporary living expenses prior to moving into your new residence in the Atlanta area; 4) sale of your residence in Chatham, New Jersey to include real estate broker fees and other expenses customarily required to be paid by the seller; 5) purchase of your new residence to include legal fees and other transactional expenses required to be paid by the buyer; and 6) reimbursement of the first tier tax consequences of the amounts of the above-reimbursed relocation expenses which are taxable to you. For each of the above areas of relocation benefits, the Company will establish a relocation budget and expenditure ceiling.

Should you voluntarily elect to leave the employ of the Company within twelve (12) months following the completion of all of the above relocation expenses, you will be required to repay to the Company the full amount of the reimbursed relocation expenses.

You will be permitted to continue serving on the Boards of Directors in which you currently serve provided 1) the nature of the business of those organizations does not create a conflict of interest with your position with MiMedx and the business of MiMedx; and 2) the time required for such Board participation and activities is reasonable. Any requests for future membership on other Boards will follow the Company's standard disclosure requirements and review for conflict of interest and other factors that may be detrimental or disadvantageous to the Company.

You will be eligible to participate in the Company's medical, dental, vision, life insurance, and disability benefits programs the first day of the month following your first day of employment. You will be eligible to participate in the MiMedx Group 401(k) Plan effective the first day of the month following your first day of employment.

Each such benefit shall be provided in accordance with the terms of the applicable benefit plans, which may be revised at any time at the Company's discretion. A summary of the Company's benefits is enclosed for your review. More detailed benefits eligibility and enrollment information will be sent to you shortly after you begin employment.

This offer is contingent upon a favorable background investigation and pre-employment drug screen result. Once we receive your consent for background screening, you will receive an email from Pembrooke with instructions for the drug screen process and a Chain of Custody (COC) Registration number for specimen collection. Drug screenings must be completed within 48 hours of the Company's receipt of your executed consent for background screening.

The email from Pembrooke will also contain the addresses and phone numbers of the lab facilities closest to your home address. To find another lab facility that may be more convenient for you, please call 1-800939-4782, Monday — Friday from 6am to midnight (CST). No appointments are necessary. Please make sure that you bring the COC Registration number and photo identification, such as your driver's license.

This offer is also contingent on the receipt of favorable references from selected former employers.

The Company is committed to the highest standards of integrity and to treating its customers, employees, fellow workers, business partners and competitors in good faith and fair dealing. We expect employees to share the same standard and values. By accepting this offer, you agree that throughout your employment, you will observe all of the Company's rules governing conduct of its business and employees, including its policies protecting employees from illegal discrimination and harassment, as those rules and policies may be amended from time to time.

As an employee of MiMedx, you are prohibited from the use or disclosure of confidential information or trade secrets obtained from your past employers. If you have any such documents in your possession, you are expected to return them to the respective organization, and during the course of your employment with the Company, not bring onto MiMedx premises or utilize in any manner such documents, confidential information or trade secrets. While you have not made the Company aware of any such information in your possession, we urge you to abide by this prohibition if such information is currently in your possession.

This offer of employment is contingent on the absence of any restrictive covenants that would prevent you from conducting the duties and responsibilities of your position with MiMedx. By your acceptance of this offer, you represent that you are not a party to any non-disclosure, restrictive covenant or invention assignment agreements. If you become aware of any such agreements to which you are a party, by your acceptance of this offer, you agree to provide us with a copy of such additional agreements.

As a condition of your employment, you will be required to sign and comply with the enclosed MiMedx Confidentiality and Non-Solicitation Agreement, MiMedx Employee Inventions Assignment Agreement, and MiMedx Non-Competition Agreement. If the provisions of this offer are agreeable to you, please sign this letter to indicate your acceptance and return one copy along with the above-referenced agreements in the enclosed self-addressed envelope.

Ed, I am delighted to extend this offer to you and look forward to an exciting and mutually rewarding business association. We look forward to you joining MiMedx. Please feel free to contact me via email or telephonically if you have any questions. I can be reached at 770-330-4062 or tkuntz@mimedx.com.

Sincerely,

/s/ Thornton A. Kuntz, Jr.
Thornton A. Kuntz, Jr.
Senior Vice President, Administration

cc: Pete Petit

ACCEPTANCE

I have read and understand the foregoing which constitutes the entire and exclusive agreement between the Company and the undersigned and supersedes all prior or contemporaneous proposals, promises, understandings, representations, conditions, oral or written, relating to the subject matter of this agreement. I understand and agree that my employment is at-will and is subject to the terms and conditions contained herein.

/s/ Edward J. Borkowski	April 4, 2018
Edward J. Borkowski	Date

FORM OF
CHANGE IN CONTROL
SEVERANCE COMPENSATION
AND
RESTRICTIVE COVENANT AGREEMENT

THIS SEVERANCE COMPENSATION AND RESTRICTIVE COVENANT AGREEMENT (the "Agreement") is dated as of _____ between **MiMedx Group, Inc**., a Florida corporation (the "Company"), and **_____** (the "Executive").

WHEREAS, the Company has determined that it is appropriate to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in potentially disruptive circumstances arising from the possibility of a Change in Control (as hereinafter defined) of the Company; and

WHEREAS, the severance benefits payable by the Company to the Executive as provided herein are in part intended to ensure that the Executive receives reasonable compensation given the specific circumstances of Executive's employment history with the Company;

NOW, THEREFORE, in consideration of their respective obligations to one another set forth in this Agreement, and other good and valuable consideration, the receipt, sufficiency and adequacy of which the parties hereby acknowledge, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Term. This Agreement shall terminate, except to the extent that any obligation of the Company hereunder remains unpaid as of such time, upon the earliest of (i) the Date of Termination (as hereinafter defined) of the Executive's employment with the Company as a result of the Executive's death, Disability (as defined in Section 3(b)) or Retirement (as defined in Section 3(c)), by the Company for Cause (as defined in Section 3(d)) or by the Executive other than for Good Reason (as defined in Section 3(e)); and (ii) three years after the date of a Change in Control if the Executive's employment with the Company has not terminated as of such time.

2. Change in Control. For purposes of this Agreement, "Change in Control" shall mean and be deemed to have occurred on the earliest to occur of a change in the ownership of the Company, a change in the effective control of the Company, a change in ownership of a substantial portion of the Company's assets or a disposition of a substantial portion of the Company's assets, all as defined below:

(a) A change in the ownership of the Company occurs on the date that any one person, or more than one person acting as a group, acquires ownership of stock of the Company which, together with stock held by such person or group, represents more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company. An increase in the percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock.

(b) A change in the effective control of the Company occurs on the date that either: any one person, or more than one person acting as a group becomes the beneficial owner of stock of the Company possessing more than fifty percent (50%) of the total voting power of the stock of the Company; or a majority of members of the Company's board of directors is replaced during any 24-month period by directors whose appointment or election is not endorsed by at least two-thirds (2/3) of the members of the Company's board of directors who were directors prior to the date of the appointment or election of the first of such new directors.

(c) A change in the ownership of a substantial portion of the Company's assets occurs on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. The transfer of assets by the Company is not treated as a change in the ownership of such assets if the assets are transferred to an entity more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

(d) A disposition of a substantial portion of the Company's assets occurs on the date that the Company transfers assets by sale, lease, exchange, distribution to shareholders, assignment to creditors, foreclosure or otherwise, in a transaction or transactions not in the ordinary course of the Company's business (or has made such transfers during the 12-month period ending on the date of the most recent transfer of assets) that have a total fair market value equal to seventy-five percent (75%) or more of the total fair market value of all of the assets of the Company as of the date immediately prior to the first such transfer or transfers. The transfer of assets by the Company is not treated as a disposition of a substantial portion of the Company's assets if the assets are transferred to an entity, more than fifty percent (50%) of the total value or voting power of which is owned, directly or indirectly, by the Company.

3. Termination Following Change in Control.

(a) General. If the Executive is still an employee of the Company at the time of a Change in Control, the Executive shall be entitled to the compensation and benefits provided in Section 4 upon the subsequent termination of the Executive's employment with the Company by the Executive or by the Company during the term of this Agreement, unless such termination is as a result of (i) the Executive's death; (ii) the Executive's Disability; (iii) the Executive's Retirement; (iv) the Executive's termination by the Company for Cause; or (v) the Executive's decision to terminate employment other than for Good Reason.

(b) Disability. The term "Disability" as used in this Agreement shall mean termination of the Executive's employment by the Company as a result of the Executive's incapacity due to physical or mental illness, provided that the Executive shall have been absent from Executive's duties with the Company on a full-time basis for six consecutive months and such absence shall have continued unabated for 30 days after Notice of Termination as described in Section 3(f) is thereafter given to the Executive by the Company.

(c) Retirement. The term "Retirement" as used in this Agreement shall mean termination of the Executive's employment by the Company based on the Executive's having attained age 65 or such later retirement age as shall have been established pursuant to a written agreement between the Company and the Executive.

(d) Cause. The term "Cause" for purposes of this Agreement shall mean the Company's termination of the Executive's employment on the basis of criminal or civil fraud on the part of the Executive involving a material amount of funds of the Company. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for Cause unless and until there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters of the entire membership of the Company's Board of Directors at a meeting of the Board called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board) finding that in the good faith opinion of the Board the Executive was guilty of conduct set forth in the first sentence of this Section 3(d) and specifying the particulars thereof in detail. For purposes of this Agreement only, the preparation and filing of fictitious, false or misleading claims in connection with any federal, state or other third party medical reimbursement program, or any other violation of any rule or regulation in respect of any federal, state or other third party medical reimbursement program by the Company or any subsidiary of the Company shall not be deemed to constitute "criminal fraud" or "civil fraud."

(e) Good Reason. For purposes of this Agreement, "Good Reason" shall mean any of the following actions taken by the Company without the Executive's express written consent:

(i) The assignment to the Executive by the Company of duties inconsistent with, or a material adverse alteration of the powers and functions associated with, the Executive's position, duties, responsibilities and status with the Company prior to a Change in Control, or an adverse change in the Executive's titles or offices as in effect prior to a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to any of such positions, except in connection with the termination of Executive's employment for Disability, Retirement or Cause or as a result of the Executive's death or by the Executive other than for Good Reason;

(ii) A reduction in the Executive's base salary as in effect on the date hereof or as the same may be increased from time to time during the term of this Agreement;

(iii) Any failure by the Company to continue in effect any benefit plan, program or arrangement (including, without limitation, any profit sharing plan, group annuity contract, group life insurance supplement, or medical, dental, accident and disability plans) in which the Executive was eligible to participate at the time of a Change in Control (hereinafter referred to as "Benefit Plans"), or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Benefit Plan, unless a comparable substitute Benefit Plan shall be made available to the Executive, or deprive the Executive of any fringe benefit enjoyed by the Executive at the time of a Change in Control;

(iv) Any failure by the Company to continue in effect any incentive plan or arrangement (including, without limitation, any bonus or contingent bonus arrangements and credits and the right to receive performance awards and similar incentive compensation benefits) in which the Executive is participating at the time of a Change in Control (or any other plans or arrangements providing Executive with substantially similar benefits) (hereinafter referred to as "Incentive Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in any such Incentive Plan or reduce the Executive's benefits under any such Incentive Plan, expressed as a percentage of Executive's base salary, by more than five percentage points in any fiscal year as compared to the immediately preceding fiscal year, or any action to reduce Executive's bonuses under any Incentive Plan by more than five percentage points (5%) in any fiscal year as compared to the immediately preceding fiscal year;

(v) Any failure by the Company to continue in effect any plan or arrangement to receive securities of the Company (including, without limitation, the Company's Assumed 2006 Stock Incentive Plan and the Company's 2016 Equity and Cash Incentive Plan, any other plan or arrangement to receive and exercise stock options, stock appreciation rights, restricted stock or grants thereof) in which the Executive is participating or has the right to participate in prior to a Change in Control (or plans or arrangements providing Executive with substantially similar benefits) (hereinafter referred to as "Securities Plans") or the taking of any action by the Company which would adversely affect the Executive's participation in or materially reduce the Executive's benefits under any such Securities Plan, unless a comparable substitute Securities Plan shall be made available to the Executive;

(vi) A relocation of the Company's principal executive offices to a location more than fifty (50) miles from its location immediately prior to a Change in Control, or the Executive's relocation to any place other than the Company's principal executive offices, except for required travel by the Executive on the Company's business to an extent substantially consistent with the Executive's business travel obligations immediately prior to a Change in Control;

(vii) Required work and or travel schedule that is not substantially consistent with the Executive's work and/or business travel schedule immediately prior to a Change in Control:

(viii) Any failure by the Company to provide the Executive with the number of Paid Time Off ("PTO") days (or compensation therefor at termination of employment) accrued to the Executive through the Date of Termination;

(ix) Any material breach by the Company of any provision of this Agreement;

(viii) Any failure by the Company to obtain the assumption of this Agreement by any successor or assign of the Company effected in accordance with the provisions of Section 7(a) hereof;

(ixi) Any purported termination of the Executive's employment that is not effected pursuant to a Notice of Termination satisfying the requirements of Section 3(f), and for purposes of this Agreement, no such purported termination shall be effective; or

(xi) Any proposal or request by the Company after the Effective Date to require that the Executive enter into a non-competition agreement with the Company where the terms of such agreement as to its scope or duration are greater than the terms set forth in Section 5 hereof.

(f) Notice of Termination. Any termination of the Executive's employment by the Company for a reason specified in Section 3(b), 3(c) or 3(d) shall be communicated to the Executive by a Notice of Termination prior to the effective date of the termination. For purposes of this Agreement, a "Notice of Termination" shall mean a written notice which shall indicate whether such termination is for the reason set forth in Section 3(b), 3(c) or 3(d) and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated. For purposes of this Agreement, no termination of the Executive's employment by the Company shall constitute a termination for Disability, Retirement or Cause unless such termination is preceded by a Notice of Termination.

(g) Date of Termination. "Date of Termination" shall mean (a) if the Executive's employment is terminated by the Company for Disability, 30 days after a Notice of Termination is given to the Executive (provided that the Executive shall not have returned to the performance of the Executive's duties on a full-time basis during such 30-day period) or (b) if the Executive's employment is terminated by the Company or the Executive for any other reason, the date on which the Executive's termination is effective; provided that, if within 30 days after any Notice of Termination is given to the Executive by the Company the Executive notifies the Company that a dispute exists concerning the termination, the Date of Termination shall be the date the dispute is finally determined whether by mutual agreement by the parties or upon final judgment, order or decree of a court of competent jurisdiction (the time for appeal therefrom having expired and no appeal having been perfected). For purposes of this Agreement, the Executive's employment by the Company shall be deemed terminated upon the date the Executive incurs a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations issued thereunder.

4. Compensation and Benefits upon Termination of Employment.

(a) If the Company shall terminate the Executive's employment after a Change in Control other than pursuant to Section 3(b), 3(c) or 3(d) and Section 3(f), or if the Executive shall terminate Executive's employment for Good Reason, in either case, on or within three years after a Change in Control, then the Company shall pay to the Executive, as severance compensation and in consideration of the Executive's adherence to the terms of Section 5 hereof, subject to Section 17 below, the following:

(i) On the Date of Termination, the Company shall become liable to the Executive for an amount equal to _____ (_____) times the Executive's annual base compensation and targeted base bonus on the date of the Change in Control, which amount shall be paid to the Executive in cash on or before the fifth business day following the Date of Termination.

(ii) For a period of _____ (___) months following the Date of Termination, the following benefits are provided to the Executive: a) if the Executive elects and remains eligible for COBRA coverage for the Executive and anyone entitled to claim under or through the Executive, the Executive shall be entitled to purchase the COBRA coverage under the group medical plan, dental plan or vision plan at a subsidized COBRA rate each month equal to the "active" employee contribution rate for Executive and dependents (where applicable); and b) Executive's participation in the life or other similar insurance or death benefit plan, or other present or future similar group employee benefit plan or program of the Company (excluding short-term or long-term disability insurance) for which key executives are eligible at the date of a Change in Control, to the same extent as if the Executive had continued to be an employee of the Company during such period and such benefits shall, to the extent not fully paid under any such plan or program, be paid by the Company no less frequently than monthly. If Executive is not permitted to participate in any such plan after the Date of Termination or Executive's participation in such plans would have adverse consequences for the Company, the Company may procure comparable coverage for the Executive elsewhere on the same relative terms.

(iii) Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit provided pursuant to or in connection with this Agreement that is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. If and to the extent required by Section 409A of the Code, no payment or benefit shall be made or provided to a "specified employee" (as defined below) prior to the six (6) month anniversary of the Executive's separation from service (within the meaning of Section 409A(a)(2)(A)(i) of the Code) or, if earlier, Executive's death. The amounts provided for in this Agreement that constitute nonqualified deferred compensation shall be paid as soon as (and no later than thirty (30) days after) the six month deferral period ends or, if earlier, no later than thirty (30) days after the Executive's death. In the event that benefits are required to be deferred, any such benefit may be provided during such deferral period at the Executive's expense, with the Executive having a right to reimbursement from the Company for the amount of any premiums or expenses paid by the Executive once the deferral period ends (as described above). For this purpose, a specified employee shall mean an individual who is a key employee (as defined in Section 416(i) of the Code without regard to Section 416(i)(5) of the Code) of the Company at any time during the 12-month period ending on each

December 31 (the "identification date"). If the Executive is a key employee as of an identification date, the Executive shall be treated as a specified employee for the 12-month period beginning on the April 1 following the identification date. Notwithstanding the foregoing, the Executive shall not be treated as a specified employee unless any stock of the Company or a Company or business affiliated with it pursuant to Sections 414(b) or (c) of the Code is publicly traded on an established securities market or otherwise.

(b) The parties hereto agree that the payments provided in Section 4(a) hereof are reasonable compensation in light of the Executive's services rendered to the Company and in consideration of the Executive's adherence to the terms of Section 5 hereof. Neither party shall contest the payment of such benefits as constituting an "excess parachute payment" within the meaning of Section 280G(b)(1) of the Code. In the event that the Executive becomes entitled to the compensation and benefits described in Section 4(a) hereof (the "Compensation Payments") as a result of such Compensation Payments and any other benefits or payments required to be taken into account under Code Section 280G(b)(2) ("Parachute Payments"), any of such Parachute Payments must be reported by the Company as "excess parachute payments" and are therefore not deductible by the Company, the Company shall not have any obligation and shall not pay to the Executive any additional amount or gross-up payment related to any of the tax imposed on the Executive by Section 4999 of the Code. The tax, if any, imposed on the Executive by Section 4999 of the Code shall be the full responsibility of the Executive (subject to withholding by the Company).

(c) The payments provided in Section 4(a) above shall be in lieu of any other severance compensation otherwise payable to Executive under any other agreement between Executive and the Company or the Company's established severance compensation policies; provided, however, that nothing in this Agreement shall affect or impair Executive's vested rights under any other employee benefit plan or policy of the Company. For the avoidance of doubt, if more than one Change in Control occurs during the term hereof, the term of this Agreement shall not expire until three years after the date of the latest such Change in Control to occur and the amount of compensation payable under Section 4(a)(1) shall be based upon the highest annual base salary, targeted base bonus and car allowance payable to Executive on the date of any such Change in Control (to the extent not paid previously in connection with an earlier Change in Control), but Executive shall not be entitled to receive severance compensation under Section 4(a) more than once.

5. Protective Covenants.

(a) Definitions.

This Subsection sets forth the definition of certain capitalized terms used in Subsections (a) through (f) of this Section 5.

(i) "Competing Business" shall mean a business (other than the Company) that, directly or through a controlled subsidiary or through an affiliate, is an integrated developer, processor, and/or marketer of a) collagen based biomaterials and products, b) bioimplants processed from human amniotic membrane, c) other amnion based products, d) tissue regeneration products, e) human allograft including skin and bone products, and f) other future products developed, processed, manufactured or marketed by the Company (collectively, "Competing Services"). Notwithstanding the foregoing, no business shall be deemed a "Competing Business" unless, within at least one of the business's three most recently concluded fiscal years, that business, or a division of that business, derived more than twenty percent (20%) of its gross revenues or more than $2,000,000 in gross revenues from the provision of Competing Services.

(ii) "Competitive Position" shall mean: (A) the Executive's direct or indirect equity ownership (excluding ownership of less than one percent (1%) of the outstanding common stock of any publicly held Company) or control of any portion of any Competing Business; or (B) any employment, consulting, partnership, advisory, directorship, agency, promotional or independent contractor arrangement between the Executive and any Competing Business where the Executive performs services for the Competing Business substantially similar to those the Executive performed for the Company.

(iii) "Covenant Period" shall mean the period of time from the date of this Agreement to the date that is twelve (12) months after the Date of Termination.

(iv) "Customers" shall mean actual customers, clients or referral sources to or on behalf of which the Company provides Competing Services (A) during the two years prior to the date of this Agreement and (B) during the Covenant Period.

(v) "Restricted Territory" shall mean the 48 continuous states of the continental United States.

(b) Limitation on Competition. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, anywhere within the Restricted Territory, either directly or indirectly, alone or in conjunction with any other party, accept, enter into or take any action in conjunction with or in furtherance of a Competitive Position (other than action to reject an unsolicited offer of a Competitive Position).

(c) Limitation on Soliciting Customers. In consideration of the Company's entering into this Agreement, the Executive agrees that during the Covenant Period, the Executive will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit, divert or appropriate or attempt to solicit, divert or appropriate on behalf of a Competing Business with which Executive has a Competitive Position any Customer located in the Restricted Territory (or any other Customer with which the Executive had any direct contact on behalf of the Company) for the purpose of providing the Customer or having the Customer provided with a Competing Service.

(d) Limitation on Soliciting Personnel or Other Parties. In consideration of the Company's entering into this Agreement, the Executive hereby agrees that Executive will not, without the prior written consent of the Company, alone or in conjunction with any other party, solicit or attempt to solicit any employee, consultant, contractor, independent broker or other personnel of the Company or any subsidiary of the Company to terminate, alter or lessen that party's affiliation with the Company or to violate the terms of any agreement or understanding between such employee, consultant, contractor or other person and the Company or any subsidiary of the Company.

(e) Acknowledgement. The parties acknowledge and agree that the Protective Covenants are reasonable as to time, scope and territory given the Company's need to protect its trade secrets and confidential business information and given the substantial payments and benefits to which the Executive may be entitled pursuant to this Agreement.

(f) Remedies. The parties acknowledge that any breach or threatened breach of a Protective Covenant by the Executive is reasonably likely to result in irreparable injury to the Company, and therefore, in addition to all remedies provided at law or in equity, the Executive agrees that the Company shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach or contemplated breach of the Protective Covenant. If the Company seeks an injunction, the Executive waives any requirement that the Company post a bond or any other security.

6. No Obligation to Mitigate Damages; No Effect on Other Contractual Rights.

(a) All compensation and benefits provided to the Executive under this Agreement are in consideration of the Executive's services rendered to the Company and of the Executive's adhering to the terms set forth in Section 5 hereof and the Executive shall not be required to mitigate damages or the amount of any payment provided for under this Agreement by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by the Executive as the result of employment by another employer after the Date of Termination, or otherwise.

(b) The provisions of this Agreement, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Executive's existing rights, or rights which would accrue solely as a result of the passage of time, under any Benefit Plan, Incentive Plan or Securities Plan, employment agreement or other contract, plan or arrangement.

7. Successor to the Company.

(a) The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company ("Successor or

Assign"), by agreement in form and substance satisfactory to the Executive, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. Any failure of the Company to obtain such agreement prior to the effectiveness of any such succession or assignment shall be a material breach of this Agreement and shall entitle the Executive to terminate the Executive's employment for Good Reason. As used in this Agreement (except for purposes of defining "Change in Control" in Section 2), "Company" shall mean the Company as hereinbefore defined and any Successor or Assign to the Company. If at any time during the term of this Agreement the Executive is employed by any Company a majority of the voting securities of which is then owned by the Company, "Company" as used in Sections 3, 4, 12 and 14 hereof shall in addition include such employer. In such event, the Company agrees that it shall pay or shall cause such employer to pay any amounts owed to the Executive pursuant to Section 4 hereof.

(b) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal and legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amounts are still payable to Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee, or the designee or, if there be no such designee, to the Executive's estate.

8. Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by overnight courier service (e.g., Federal Express) or mailed by United States certified mail, return receipt required, postage prepaid, as follows:

If to Company:

MiMedx Group, Inc.
1775 West Oak Commons Court
Marietta, GA 30062
Attention: General Counsel

If to Executive:

_____
_____
_____

or such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

9. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Validity. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

12. Legal Fees and Expenses. The Company shall pay all legal fees, expenses and damages which the Executive may incur as a result of the Executive's instituting legal action to enforce Executive's rights hereunder, or in the event the Company contests the validity, enforceability or the Executive's interpretation of, or determinations under, this Agreement. If the Executive is the prevailing party or recovers any damages in such legal action, the Executive shall be entitled to receive in addition thereto pre-judgment and post-judgment interest on the amount of such damages. All such amounts will be paid or reimbursed no later than thirty (30) days after Executive incurs such fees, expenses and damages or is entitled to such pre-judgment or post-judgment interest.

13. Section 409A Indemnification. Notwithstanding any other provision of this Agreement, it is intended that any payment or benefit which is provided pursuant to or in connection with this Agreement which is considered to be nonqualified deferred compensation subject to Section 409A of the Code shall be provided and paid in a manner, and at such time and in such form, as complies with the applicable requirements of Section 409A of the Code. The Company and the Executive shall cooperate to modify this Agreement as necessary to comply with the requirements of Section 409A of the Code. In the event the Company does not so cooperate (and assuming the Company can correct such matter without the Company or Executive incurring any additional taxes, penalties or interest), it shall indemnify and hold harmless the Executive on an after-tax basis from any tax or interest penalty imposed under Section 409A of the Code with respect to any payment or benefit provided pursuant to this Agreement or any other plan or arrangement sponsored or maintained by the Company to the extent such tax or interest penalty is imposed solely as a result of any failure of the Company to cooperate so as to comply with Section 409A of the Code with respect to such payment or benefit.

14. Severability; Modification. All provisions of this Agreement are severable from one another, and the unenforceability or invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, but such remaining provisions shall be interpreted and construed in such a manner as to carry out fully the intention of the parties. Should any judicial body interpreting this Agreement deem any provision of this Agreement to be unreasonably broad in time, territory, scope or otherwise, it is the intent and desire of the parties that such judicial body, to the greatest extent possible, reduce the breadth of such provision to the maximum legally allowable parameters rather than deeming such provision totally unenforceable or invalid.

15. Confidentiality. The Executive acknowledges that Executive has previously entered into, and continues to be bound by the terms of, the Confidentiality and Non-Solicitation Agreement, dated May 30, 2013, with the Company.

16. Agreement Not an Employment Contract. This Agreement shall not be deemed to constitute or be deemed ancillary to an employment contract between the Company and the Executive, and nothing herein shall be deemed to give the Executive the right to continue in the employ of the Company or to eliminate the right of the Company to discharge the Executive at any time.

17. Limited Release. The Company’s obligation to provide severance payments and benefits to Executive under this Agreement is expressly contingent upon the Company’s receipt no later than sixty (60) days after the Date of Termination of an executed and non-revocable Limited Release in a form customarily utilized by the Company for such matters (the “Limited Release”). The Company will have no obligation to provide severance payments or benefits to Executive in the event that Executive (i) does not deliver to the Company an executed and non-revocable Limited Release, or (ii) does deliver an executed and non-revocable Limited Release to the Company, but Executive breaches any representation, warranty or covenant of the Limited Release after delivery. Furthermore, the Company will be entitled to accrue and withhold any severance payment or benefits otherwise due during any period prior to submission of the Limited Release or in which the Limited Release is revocable (in whole or in part) by Executive, provided that any such withheld payments will promptly be remitted to Executive, and severance benefits reimbursed, when the Release Agreement becomes irrevocable. To the extent such sixty (60) day period extends over more than one calendar year, no severance payments will be payable or benefits provided until the subsequent calendar year, notwithstanding the foregoing.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

MiMedx Group, Inc.

By: _____
Authorized Officer

[ ]

_____
Executive

CONFIDENTIAL

Severance

In the event of the involuntary termination of your employment by the Company without Cause or your resignation for Good Reason (each as defined in this Letter Agreement), subject to the terms and conditions of this Letter Agreement, you will be eligible to receive (a) a severance payment in an amount equal to __ months of your then-current base salary plus __/12 or ___ percent, (___%) of your then-current annual target bonus amount under the Company's then-current cash incentive bonus in which you are eligible to participate, payable in equal installments according to the Company's standard bi-weekly payroll schedule over the __ months following the effective termination date of your employment (such benefit, the "Severance Benefit" and such payment period, the "Severance Period") and (b) a "COBRA Subsidy Benefit" (as described below), subject to the terms and conditions in this Letter Agreement and provided you first execute a valid separation agreement containing a release of all claims in a form acceptable to the Company (without revoking it, as applicable). The Severance Benefit will commence no later than the first regularly scheduled Company payroll after the Company's receipt of the fully executed separation agreement and release and expiration of any applicable revocation period (provided that you otherwise have fulfilled your obligations under this Letter Agreement, and subject to the requirements of Section 409A described below).

During the Severance Period, you and anyone entitled to claim under or through you shall also be eligible to continue your then-current coverage under the Company's group medical plan, dental plan, vision plan, subject to the terms and conditions of such plans as in effect or amended from time to time, provided that you timely elect such coverage under COBRA. If you timely elect such continued coverage, during the Severance Period, you will continue participation in these plans at the then-current "active" employee contribution rate for you and eligible dependents (where applicable) and the Company will pay the "employer" share of the coverage premium (the "COBRA Subsidy Benefit"). After the Severance Period, any continued coverage pursuant to COBRA will be at your sole expense. Any participation (if any) in any of the Company's other benefit plans and policies will be determined in accordance with the terms and conditions of such plans and policies. However, because you will no longer be an employee of the Company after your termination date, you will not accrue any bonus, PTO or other compensation during the Severance Period.

For purposes of the severance arrangements described in this Letter Agreement, "Good Reason" means the occurrence of any of the following events, without your consent (which will not be unreasonably withheld): (i) a material diminution in your Base Salary, unless such reduction applies on a similar basis to other employees in similarly situated roles within the Company; (ii) a material diminution in your duties or responsibilities (other than as a result of your misconduct or your medically certified reasonable accommodations/work limitations, provided that a change in job title or reporting relationships without a material diminution in your duties or responsibilities will not constitute Good Reason; or (iii) relocation of your primary assigned work location by more than fifty (50) miles from its current location. If you believe that Good Reason exists, you must provide the Company with written notice detailing the specific circumstances alleged to constitute Good Reason within fourteen (14) days of the initial existence of such circumstances, and the Company will have a period of thirty (30) days following receipt of such notice to cure such event. If you do not resign for Good Reason within thirty (30) days after the expiration of the applicable cure period (provided the Company did not substantially cure the circumstances), then Good Reason no longer will exist and you will be deemed to have irrevocably waived your right to resign for Good Reason based on those circumstances.

Notwithstanding anything to the contrary in this Letter Agreement, you will not be eligible to earn and will not receive any Severance Benefit or COBRA Subsidy Benefit if your employment is terminated for Cause or the Company, in its sole discretion, subsequently concludes that facts and circumstances exist or existed that would have justified a termination for Cause. Additionally, if the Company determines (in its sole discretion) after any severance benefits have commenced or otherwise been provided to you under this Letter Agreement, that there are facts and circumstances that would have justified a termination of your employment for Cause, you will no longer receive any such benefits and the Company may require you to repay upon thirty (30) days' notice the gross amount of the Severance Benefit and COBRA Subsidy Benefit (or any portion thereof) that previously were paid to you or on your behalf. If the Company is obligated under applicable law to provide severance pay, notice pay or other similar benefits or is obligated by law to provide any advance notice of the separation of your employment ("Notice Period"), then the Severance Benefit will be reduced by the amount of any such severance pay, notice pay or other similar benefits, as applicable, and by the amount of any such severance pay, notice pay or other similar benefits provided during any Notice Period.

For purposes of the severance arrangement in this this Letter Agreement, "Cause" means (i) your failure, neglect or refusal, as determined by the Company, to satisfactorily perform the significant duties of your position; (ii) any misconduct by you that had, has or could have the effect of injuring or otherwise adversely impacting the reputation or business of the Company or any of its affiliates; (iii) your continued or repeated absence from work, unless such absence is approved or otherwise excused by Company management or is the result of your illness, disability or incapacity (in which event (ix) below shall control); (iv) your use of illegal drugs while on or off duty or drunkenness while on duty; (v) your commission of a felony or other crime of moral turpitude; (vi) your commission of an act of fraud, deceit, material misrepresentation or embezzlement against the Company or any of its affiliates; (vii) withholding of information from the Company regarding or related to the activity of any employee, contractor, supplier, distributor, or vendor of the Company (except as permitted by law); (viii) you have engaged in conduct that, as determined by the Company, violates (or reasonably could be deemed to violate) Company standards or policies or any regulatory rules, standards or laws, including, without limitation, information learned about your conduct through a Company or regulatory body investigation or otherwise, whether or not such conduct predated the date of this Letter Agreement; or (ix) your disability, which shall mean your inability to perform the essential functions of your position, with or without reasonable accommodation by the Company, for an aggregate of one hundred twenty (120) days (whether or not consecutive) during any twelve (12)-month period during your employment with the Company. Notwithstanding anything to the contrary in this Letter Agreement or any applicable plan documents, you will not be eligible to earn and will not receive any payments under this Letter Agreement if, prior to the applicable payment date, the Company determines (in its sole discretion) that facts and circumstances exist or existed that constitute Cause even if your employment has not terminated. Additionally, if the Company determines (in its sole discretion) after the payment(s) of any amount to you under this Letter Agreement that there are facts and circumstances that would have justified a termination of your employment for Cause, the Company may require you to repay upon thirty (30) days' notice the gross amount of such payment(s) (or any portion thereof) previously paid to you.

Additional Provisions

This Letter Agreement supersedes all contemporaneous and previous agreements, whether oral or written, between you and MiMedx or any of its affiliates, related to the arrangements identified in the first paragraph this Letter Agreement.

The Company's obligation to provide (or continue to provide) any payments or other benefits under this Letter Agreement is expressly contingent upon you remaining in compliance with Company policies and your obligations under your confidentiality, intellectual property, non-competition, and/or non-solicitation agreements with the Company. Without limiting any other available remedy to the Company, the Company reserves the right to require you to repay upon thirty (30) days' notice the gross amount of any and all payment(s) or benefit(s) (or any portion thereof) previously paid to you under this Letter Agreement, if you violate your obligations under your confidentiality, intellectual property, non-competition, and/or non-solicitation agreements with the Company.

The offer and execution of this Letter Agreement is confidential. You are required to maintain all information concerning this Letter Agreement in confidence at all times, except that you may discuss this Letter Agreement and its terms with your attorneys, accountants, and immediate family (provided that you ensure that each such person maintains the confidentiality of this Letter Agreement) or as permitted under applicable law. Failing to comply with these confidentiality obligations could result in the disqualification of your eligibility for the benefits in this Letter Agreement and possibly other disciplinary action. However, nothing in this Letter Agreement prohibits you from communicating directly with or responding to any inquiry from, or from providing testimony before, the United States Securities and Exchange Commission or any other self-regulatory organization or any other state or federal regulatory authority, or from reporting possible violations of laws or regulations to any federal, state, or local governmental agency or entity, or self-regulatory organization, or from making other disclosures that are protected under applicable state or federal laws or regulations, and you are not required to obtain authorization or notify the Company that you are making or any such reports or disclosures.

Nothing in this Letter Agreement alters your "at will" employment status or guarantees you employment or other engagement with MiMedx for any period of time. This means your employment may be terminated by the Company or by you at any time, with or without advance notice, for any or no reason, with or without Cause. Additionally, nothing in this Letter Agreement limits the Company's ability to take any disciplinary or other employment action it deems appropriate, up to and including the termination of employment, in the event that you are determined by the Company to have engaged in any misconduct, whether or not such conduct constitutes Cause as defined in this Letter Agreement.

This Letter Agreement will be governed by and construed in accordance with the substantive laws of the State of Georgia, without regard to the conflict of law principles, rules or statutes of any jurisdiction. This Letter Agreement may not be amended orally and may only be amended by a written agreement signed by you and an authorized representative of the Company.

All payments made under this Letter Agreement will be subject to required and authorized withholdings and deductions. All payments under this Letter Agreement are intended to be exempt from, or if applicable, comply with, Section 409A of the Internal Revenue Code (the "Code"), including under the provisions governing short-term deferral and separation pay exemptions and provisions related to certain legal and administrative delays. All references in this Agreement to your termination of employment and to the Separation Date shall mean a separation from service within the meaning of Section 409A of the Code. If the period following termination of your employment during which any installment payments may commence begins in one taxable year and ends in a second taxable year, such installments will commence in the second taxable year. Each payment under this Letter Agreement as a result of your separation from service shall be considered a separate payment for purposes of Section 409A of the Code. Notwithstanding anything in this Letter Agreement to the contrary, if at the time of your termination of employment with the Company, you are a "specified employee" as defined in Section 409A, and the deferral of the commencement of any payments or benefits otherwise payable hereunder as a result of such termination of employment is necessary in order to prevent any accelerated or additional tax under Section 409A, then the Company will defer the commencement of the payment of any such payments or benefits hereunder (without any reduction in such payments or benefits ultimately paid or provided to you) until the date that is six (6) months following your termination of employment with the Company or the earliest date as is permitted under Section 409A.

Exhibit 10.32

Execution Version

COOPERATION AGREEMENT

This COOPERATION AGREEMENT (this "***Agreement***") is made and entered into as of May 29, 2019, by and among MiMedx Group, Inc., a Florida corporation (the "***Company***"), on the one hand, and Kathleen Behrens Wilsey, K. Todd Newton (together with Dr. Behrens Wilsey, the "***Initial Investor Group Designees***"), Richard J. Barry (the "***Final Investor Group Designee***" and together with the Initial Investor Group Designees, the "***Investor Group Designees***"), Prescience Partners, LP, a Delaware limited partnership ("***Prescience Partners***"), Prescience Point Special Opportunity LP, a Delaware limited partnership ("***Prescience Point***"), Prescience Capital, LLC, a Delaware limited liability company ("***Prescience Capital***"), Prescience Investment Group, LLC d/b/a Prescience Point Capital Management LLC, a Louisiana limited liability company ("***Prescience Management***"), and Eiad Asbahi (Prescience Partners, Prescience Point, Prescience Capital, Prescience Management and Mr. Asbahi, the "***Prescience Point Parties***," together with the Investor Group Designees, and collectively with each of their respective Affiliates (as defined below), the "***Investor Group***"), on the other hand. The Company and the Investor Group are each herein referred to as a "***party***" and collectively, the "***parties***." Capitalized terms used but not defined are defined in Section 17.

WHEREAS, on May 6, 2019, Prescience Partners submitted notice (the "***Initial Nomination Notice***") of its intent to nominate four candidates for election to the board of directors of the Company (the "***Board***") at the Company's 2018 annual meeting of shareholders scheduled to be held on June 17, 2019 (including any other meeting of shareholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the "***2018 Annual Meeting***"), and, on May 16, 2019, Prescience Partners submitted a supplement to the Initial Nomination Notice (the "***Supplemental Nomination Notice***" and, together with the Initial Nomination Notice, the "***Nomination Notice***");

WHEREAS, on May 8, 2019, certain members of the Investor Group and Melvin L. Keating filed an amendment to Schedule 13D (as amended, the "***Schedule 13D***") with the SEC; and

WHEREAS, the Company and the Investor Group have determined to come to an agreement with respect to the composition of the Board and certain other matters, as provided in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Board Composition and Related Matters.

(a) Effective upon the execution and delivery of this Agreement, Prescience Partners irrevocably withdraws the Nomination Notice.

(b) Simultaneous with the execution and delivery of this Agreement and as a condition to the Investor Group's rights and the Board's obligations hereunder, each Investor Group Designee has executed and delivered to the Company a consent to be named by the Company as a nominee for election to the Board in the form attached hereto as Exhibit A (the "***Nominee Consent***").

(c) Each of the Investor Group Designees acknowledges and agrees that, upon appointment or election to the Board, he or she will be governed by the same protections and required to comply with the same obligations regarding confidentiality, conflicts of interest, related party transactions, fiduciary duties, codes of conduct, trading and disclosure policies, director resignation policy and other governance guidelines and policies of the Company as other directors on the Board, shall adhere to the Company's Amended and Restated Articles of Incorporation, as amended (and as may be further amended from time to time, the "***Charter***"), the Company's Amended and Restated Bylaws (and as may be further amended from time to time, the "***Bylaws***") and the charters of the committees of the Board and shall be required to preserve the confidentiality of Company business and information, including discussions or matters considered in meetings of the Board or Board committees.

(d) Effective upon the execution and delivery of this Agreement, the Board shall, with respect to the 2018 Annual Meeting, (i) designate each of the Initial Investor Group Designees and Timothy R. Wright as the only three Class II director candidates for election to the Board in the Company's proxy statement and proxy card, (ii) recommend to the shareholders of the Company the election of the Initial Investor Group Designees and Mr. Wright as the only three Class II director candidates for election to the Board and (iii) solicit proxies in favor of the election of the Investor Group Designees and Mr. Wright as the only three Class II director candidates for election to the Board.

(e) Notwithstanding the foregoing, in the event that the 2018 Annual Meeting is not held and concluded by June 17, 2019, (i) Joseph G. Bleser shall resign as a Class II Director on such date and the Board shall accept such resignation and (ii) each of the Initial Investor Group Designees shall be appointed to the Board as Class II directors on such date.

(f) Promptly following the election or appointment of Dr. Behrens Wilsey to the Board, the Board and all applicable committees of the Board shall take all necessary actions to appoint Dr. Behrens Wilsey as the Chair of the Board.

(g) In the event that the 2018 Annual Meeting is held and concluded on or before September 15, 2019, then:

(i) no incumbent Class III director shall stand for re-election as a Class III director at the 2019 Annual Meeting;

(ii) promptly following (but no later than five (5) Business Days after) the 2018 Annual Meeting, (A) Larry W. Papasan shall resign as a Class III director and the Board shall accept such resignation, (B) the Board shall appoint the Final Investor Group Designee to the Board as a Class III director and (C) and the Board shall appoint James L. Bierman (the "***Company Nominee***") to the Board as a Class III director;

(iii) promptly following the appointment of the Final Investor Group Designee and the Company Nominee, the Company and the Prescience Point Parties shall identify a mutually agreed upon individual (the "***Mutual Designee***") to stand for election as a Class III director at the 2019 Annual Meeting; and

(iv) the Board shall, with respect to the 2019 Annual Meeting, (i) designate the Final Investor Group Designee, the Company Nominee and the Mutual Designee as the only three Class III director candidates for election to the Board in the Company's proxy statement and proxy card, (ii) recommend to the shareholders of the Company the election of the Final Investor Group Designee, the Company Nominee and the Mutual Designee to the Board as the only three Class III director candidates and (iii) solicit proxies in favor of the election of the Final Investor Group Designee, the Company Nominee and the Mutual Designee to the Board as the only three Class III director candidates.

(h) In the event that the 2018 Annual Meeting is held after September 15, 2019, then:

(i) no incumbent Class III director shall stand for re-election as a Class III director at the 2019 Annual Meeting;

(ii) on September 15, 2019, the Board shall (A) appoint Mr. Wright to the Board as a Class III director, (B) increase the size of the Board by one seat in Class II and (C) appoint the Final Investor Group Designee to the Board as a Class II director;

(iii) with respect to the 2018 Annual Meeting, the Board shall designate the Investor Group Designees as the only three Class II director candidates for election to the Board in the Company's proxy statement and proxy card, recommend to the shareholders of the Company the election of the Investor Group Designees to the Board as the only three Class II director candidates and solicit proxies in favor of the election of the Investor Group Designees to the Board as the only three Class II director candidates;

(iv) promptly following (but no later than five (5) Business Days after) the 2018 Annual Meeting, (A) Mr. Papasan shall resign as a Class III director and the Board shall accept such resignation, (B) the Board shall appoint the Company Nominee to the Board as a Class III director and (C) the Board shall reduce the size of the Board by one seat in Class II;

(v) promptly following the appointment of the Company Nominee to the Board as a Class III director, the Company and the Prescience Point Parties shall promptly identify the Mutual Designee to stand for election as a Class III director at the 2019 Annual Meeting; and

(vi) the Board shall, with respect to the 2019 Annual Meeting, (A) designate each of Mr. Wright, the Company Nominee and the Mutual Designee as the only three Class III director candidates for election to the Board in the Company's proxy statement and proxy card, (B) recommend to the shareholders of the Company the election of Mr. Wright, the Company Nominee and the Mutual Designee to the Board as the only three Class III director candidates and (C) solicit proxies in favor of the election of Mr. Wright, the Company Nominee and the Mutual Designee to the Board as the only three Class III director candidates.

(i) Until the Termination Date (defined below), each of the Investor Group Designees shall be entitled to serve on at least one committee of the Board.

(j) Promptly following the resignation of Mr. Papasan, the Board and all applicable committees of the Board shall take all necessary actions to appoint Charles R. Evans to serve as Chair of the corporate governance and nominating committee of the Board (the "***Nominating Committee***").

(k) Promptly following Mr. Newton's appointment or election to the Board, the Board and all applicable committees of the Board shall take all necessary actions to appoint Mr. Newton to serve on the audit committee of the Board.

(l) Consistent with each Investor Group Designee's fiduciary duties as a director of the Company, each Investor Group Designee shall consider in good faith, to the same extent as any other director of the Company, recusal from any Board or committee meeting in the event there is any actual or potential conflict of interest between the Investor Group or such Investor Group Designee, on the one hand, and the Company, on the other hand.

(m) The Prescience Point Parties agree that there shall be no contracts, plans or arrangements, written or otherwise, in effect during the term of this Agreement, between any members of the Prescience Point Parties and any of the Investor Group Designees providing for any compensation, reimbursement of expenses or indemnification of any of Investor Group Designees in connection with or related to any Investor Group Designee's service on the Board.

(n) Until the Termination Date and as long as the Prescience Point Parties' Net Long Position exceeds 5.0% of the outstanding shares of Company common stock, par value $0.001 per share ("***Common Stock***") (subject to adjustment for stock splits, reclassifications, combinations and similar adjustments), in the event that any of the Investor Group Designees is no longer able to serve as a director of the Company due to death or disability, the Prescience Point Parties shall be entitled to designate, subject to the approval of the Nominating Committee, a candidate for replacement of such Investor Group Designee (such replacement, a "***Replacement Designee***"). Any Replacement Designee shall (x) qualify as an Independent Director and (y) have relevant industry expertise. The Nominating Committee shall, in good faith and consistent with its fiduciary duties, approve or deny any candidate for Replacement Designee within ten Business Days after such candidate has: (i) successfully completed a customary background check; (ii) completed a satisfactory interview with the Nominating Committee; (iii) provided the Company with (A) a completed director questionnaire (in the form to be provided by the Company), (B) an executed Nominee Consent, and (C) such other information as may be reasonably requested by the Company; and (iv) taken all necessary action not be considered to be "overboarded" under the applicable policies of Institutional Shareholder Services, Inc. ("***ISS***") and Glass Lewis & Co., LLC ("***Glass Lewis***") as a result of his or her election to the Board. In the event the Nominating Committee declines to approve a candidate for Replacement Designee, the Prescience Point Parties may propose one or more additional candidates, subject to the approval process described above, until a Replacement Designee is approved by the Nominating Committee. Following the approval of a candidate for Replacement Designee by the Nominating Committee, the Board shall promptly appoint such Replacement Designee to the Board. Upon his or her appointment to the Board, such Replacement Designee shall be deemed to be an Investor Group Designee for all purposes under this Agreement.

2. Voting Commitment. Until the Termination Date, each member of the Investor Group shall, or shall cause its Representatives to, appear in person or by proxy at any Shareholder Meeting and to vote all shares of Common Stock beneficially owned by such member of the Investor Group and over which such member of the Investor Group has voting power in accordance with the Board's recommendations as such recommendations of the Board are set forth in the applicable definitive proxy statement filed in respect thereof with respect to (a) the election, removal and/or replacement of directors (a "***Director Proposal***") and (b) any other proposal submitted to the shareholders at a Shareholder Meeting, except that the Investor Group may vote in its sole discretion with respect to proposals related to any Extraordinary Transaction; *provided*, *however*, that in the event that either ISS or Glass Lewis recommend otherwise with respect to any Company proposal or shareholder proposal presented for a vote of shareholders (other than Director Proposals and other than any proposal relating to the timing or holding of any annual or special meeting of the Company's shareholders) the Investor Group would be permitted to vote in accordance with the ISS or Glass Lewis voting recommendation.

3. Standstill. Prior to the Termination Date, except as otherwise provided in this Agreement (including Section 12(a)(i)), without the prior written consent of the Board, the Prescience Point Parties shall not, and shall instruct their Affiliates not to, directly or indirectly (in each case, except as permitted by this Agreement):

(a) (i) acquire, offer or seek to acquire, agree to acquire or acquire rights to acquire (except by way of stock dividends or other distributions or offerings made available to holders of voting securities of the Company generally on a *pro rata* basis), directly or indirectly, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a group, through swap or hedging transactions or otherwise, any voting securities of the Company or any voting rights decoupled from the underlying voting securities which would result in the ownership or control of, or other beneficial ownership interest in, 10.0% or more of the then-outstanding shares of Common Stock in the aggregate (the "***Ownership Cap***"), which represents 10,882,773 shares as of May 23, 2019, or (ii) sell its shares of Common Stock other than in open market sale transactions where the identity of the purchaser is not known or sell its shares of Common Stock to any third party that has, or would have as a result of such transaction, a beneficial ownership interest of 5.0% or more of the then-outstanding shares of Common Stock;

(b) (i) other than pursuant to Section 1(l) of this Agreement, nominate, recommend for nomination, give notice of an intent to nominate or recommend for nomination a person for election at any Shareholder Meeting at which the Company's directors are to be elected; (ii) initiate, encourage or participate in any solicitation of proxies in respect of any election contest or removal contest with respect to the Company's directors; (iii) submit, initiate, make or be a proponent of any shareholder proposal for consideration at, or bring any other business before, any Shareholder Meeting; (iv) initiate, encourage or participate in any solicitation of proxies in respect of any shareholder proposal for consideration at, or other business brought before, any Shareholder Meeting; or (v) initiate, encourage or participate in any "withhold" or similar campaign with respect to any Shareholder Meeting;

(c) form, join or in any way participate in any group or agreement of any kind with respect to any voting securities of the Company, including in connection with any election or removal contest with respect to the Company's directors or any shareholder proposal or other business brought before any Shareholder Meeting (other than with the Prescience Point Parties or one or more of its Affiliates and Associates that agree to be bound by the terms and conditions of this Agreement);

(d) deposit any voting securities of the Company in any voting trust or subject any Company voting securities to any arrangement or agreement with respect to the voting thereof (other than any such voting trust, arrangement or agreement solely among members of the Prescience Point Parties and otherwise in accordance with this Agreement);

(e) seek publicly, alone or in concert with others, to amend any provision of the Charter or the Bylaws;

(f) demand an inspection of the Company's books and records;

(g) engage or continue to engage or use any private investigations firm or other person to investigate any of the Company's directors, officers or employees or any of the Company's Representatives, or use any report or findings from such firm or person;

(h) (i) without the prior written consent of the Company, make any public or private proposal with respect to or (ii) make any public statement or otherwise seek to encourage, advise or assist any person in so encouraging or advising with respect to: (A) any change in the number or term of directors serving on the Board or the filling of any vacancies on the Board, (B) any change in the capitalization or dividend policy of the Company, (C) any other change in the Company's management, governance, corporate structure, affairs or policies, (D) any Extraordinary Transaction, (E) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange or (F) causing a class of equity securities of the Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(i) initiate, make or in any way participate, directly or indirectly, in any Extraordinary Transaction (it being understood that the foregoing shall not restrict the Prescience Point Parties from tendering shares, receiving payment for shares or otherwise participating in any such transaction on the same basis as the other shareholders of the Company or from participating in any such transaction that has been approved by the Board, subject to the other terms of this Agreement) or make, directly or indirectly, any proposal, either alone or in concert with others, to the Company or the Board that would reasonably be expected to require a public announcement or disclosure regarding any such matter;

(j) effect or seek to effect, offer or propose to effect, cause or participate in, or in any way assist or facilitate any other person to effect or seek, offer or propose to effect or participate in, any (i) material acquisition of any assets or businesses of the Company or any of its subsidiaries; (ii) tender offer or exchange offer, merger, acquisition, share exchange or other business combination involving any of the voting securities or any of the material assets or businesses of the Company or any of its subsidiaries; or (iii) recapitalization, restructuring, liquidation, dissolution or other material transaction with respect to the Company or any of its subsidiaries or any material portion of its or their businesses;

(k) effect or seek to effect, offer or propose to effect, cause or participate in, or in any way encourage, assist or facilitate any other person to effect or seek, offer or propose to effect or participate in, any Short Interests in the Company;

(l) enter into any negotiations, agreements or understandings with any Third Party with respect to the foregoing, or advise, assist, encourage or seek to persuade any Third Party to take any action with respect to any of the foregoing, or otherwise take or cause any action inconsistent with any of the foregoing;

(m) publicly make or in any way advance publicly any request or proposal that the Company or the Board amend, modify or waive any provision of this Agreement; or

(n) take any action challenging the validity or enforceability of this Section 3 or this Agreement unless the Company is challenging the validity or enforceability of this Agreement.

Nothing in this Section 3 shall be deemed to (i) prohibit the Prescience Point Parties from communicating privately with the Company's directors or officers so long as such private communications would not be reasonably determined to trigger public disclosure obligations for any party or run afoul of any of the provisions of Sections 3(a)-(n) hereof other than Section 3(h) or (ii) limit the exercise in good faith by each Investor Group Designee of her or his fiduciary duties solely in her or his capacity as a director of the Company. In addition, notwithstanding the provisions of Section 3(a), following the expiration of the Shareholder Rights Agreement, dated November 6, 2018 (the "***Shareholder Rights Agreement***"), between the Company and Issuer Direct Corporation, the Prescience Point Parties may acquire, directly or indirectly, any voting securities of the Company which would result in a beneficial ownership interest of up to 12.0% of the then-outstanding shares of Common Stock in the aggregate so long as all voting securities of the Company held by the Prescience Point Parties in excess of 10.0% of the then-outstanding shares of Common Stock are voted in accordance with Section 2 (without regard to whether the Termination Date has occurred) for so long as such voting securities of the Company are held by the Prescience Point Parties.

4. Indemnification. Each of the Investor Group Designees shall be entitled to indemnification under the Company's governance documents or any other written agreement with the Company to the extent that the Company's current directors are entitled to indemnification. The Company acknowledges that each of the Investor Group Designees may have certain rights to other indemnification, advancement of expenses and/or insurance from sources outside of the Company and its insurers (collectively, the "***Other Indemnitors***"). The Company agrees (a) that, solely with respect to actions of an Investor Group Designee in such Investor Group Designee's capacity as a member of the Board (or in such other capacity pursuant to which such Investor Group Designee is entitled to indemnification under the governance documents or any other written agreement between the Company and an Indemnitee (collectively, and as each may be amended or supplemented from time to time, the "***Indemnification Agreements***")), it is the indemnitor of first resort (*i.e.*, its obligations to the Investor Group Designee (the "***Indemnitees***" and each, an "***Indemnitee***") are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Indemnitee are secondary), (b) solely to the extent (i) legally permitted, and (ii) required by the terms of the Indemnification Agreements, that it shall be required to advance the reasonable expenses incurred by an Indemnitee and shall be liable for losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees, judgments, fines, penalties and amounts paid in settlement), and (c) that it irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. No advancement or payment by the Other Indemnitors on behalf of an Indemnitee with respect to any claim for which such Indemnitee has sought indemnification from the Company shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnitee against the Company. The Company and each Indemnitee agree that the Other Indemnitors are express third party beneficiaries of this Section 4.

5. Proxy Contests. The Company shall lead all activities related to the 2018 Annual Meeting and the 2019 Annual Meeting, including any proxy contests, any settlements, any proxy statements or other proxy materials and any other public communications with the Company's shareholders; *provided*, *however*, that the Company shall reasonably consult with the Investor Group, and the Investor Group shall reasonably cooperate with the Company, regarding the foregoing. Additionally, the Company shall take the lead in connection with any regulatory filings that may be required in connection with the foregoing, and the Investor Group shall reasonably cooperate with the Company regarding the foregoing. Each of the Investor Group Designees represents and warrants that, to the best of such Investor Group Designee's knowledge, his or her biographical information contained in the preliminary proxy statement of the Investor Group and Mr. Keating dated May 9, 2019 does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. The parties shall cooperate and take all actions reasonably required in furtherance of such actions. For the avoidance of doubt, subject to Section 6, nothing in this Section 5 shall restrict the Prescience Point Parties from publishing research or analyst reports or from using social media in the ordinary course of its business.

6. Mutual Non-Disparagement. Prior to the Termination Date, neither the Company nor any member of the Investor Group shall, or permit any of its or their respective Representatives to, without the written consent of the other, make any statement about the other (including, in the case of the Investor Group, the Company's current or future directors, officers or employees in their capacity as such, the Company's subsidiaries, the business of the Company or its subsidiaries or the current or future directors, officers or employees of any of the Company's subsidiaries and, in the case of the Company, the Prescience Point Parties' officers or employees in their capacity as such or the business of the Prescience Point Parties) that undermines, disparages or otherwise reflects detrimentally on the other or any individual appointed to or nominated by the Board. The restrictions in this Section 6 shall not (a) apply (i) in any compelled testimony or production of information, whether by legal process, subpoena or as part of a response to a request for information from any governmental or regulatory authority with jurisdiction over the party from whom information is sought, in each case, to the extent required, or (ii) to any disclosure that either the Company or the relevant member of the Investor Group reasonably believes, after consultation with outside counsel, to be legally required by applicable law, rules or regulations; or (b) prohibit the Company or any member of the Investor Group from reporting what it/they reasonably believe(s), after consultation with outside counsel, to be violations of federal law or regulation to any governmental authority pursuant to Section 21F of the Exchange Act or Rule 21F promulgated thereunder. Nothing in this Section 6 shall limit the exercise in good faith by any Investor Group Designee of such Investor Group Designee's fiduciary duties solely in such Investor Group Designee's capacity as a director of the Company.

7. No Litigation. Prior to the Termination Date, each party hereby covenants and agrees that it shall not, and shall not permit any of its Representatives to, directly or indirectly, alone or in concert with others, encourage, pursue or assist any other person to threaten or initiate, any lawsuit, claim or proceeding before any court or other tribunal (each, a "***Legal Proceeding***") against the other party or any of its Representatives, except for (a) any Legal Proceeding initiated primarily to remedy a breach of or to enforce this Agreement and (b) mandatory counterclaims with respect to any proceeding initiated by, or on behalf of one party or its Affiliates against the other party or its Affiliates; *provided*, *however*, that the foregoing shall not prevent any party or any of its Representatives from responding to oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demands or similar processes (each, a "***Legal Requirement***") in connection with any Legal Proceeding if such Legal Proceeding has not been initiated by, on behalf of or at the direct or indirect suggestion of such party or any of its Representatives; *provided*, *further*, that in the event any party or any of its Representatives receives such Legal Requirement, such party shall give prompt written notice of such Legal Requirement to the other party (except where such notice would be legally prohibited or not practicable). The Investor Group shall support the Company and the Board in connection with any Legal Proceeding and shall not take any position in opposition to the Company's position in any Legal Proceeding related to the timing of Shareholder Meetings or the election of directors, as reasonably requested by the Company. Each party represents and warrants that neither it nor any assignee has initiated any Legal Proceeding against the other party.

8. Public Statements; SEC Filings.

(a) No later than two Business Days following the date of this Agreement, the Company shall issue a press release (the "***Press Release***") announcing this Agreement, substantially in the form attached hereto as Exhibit B. Prior to the issuance of the Press Release, neither the Company nor the Investor Group shall issue any press release or public announcement regarding this Agreement or take any action that would require public disclosure thereof without the prior written consent of the other party.

(b) No later than two Business Days following the date of this Agreement, the Company shall file with the SEC a Current Report on Form 8-K reporting its entry into this Agreement, disclosing applicable items to conform to its obligations hereunder and appending this Agreement as an exhibit thereto (the "***Form 8-K***"). The Form 8-K shall be consistent with the terms of this Agreement and the Press Release. The Company shall provide the Investor Group and its Representatives with a reasonable opportunity to review and comment on the Form 8-K prior to the filing with the SEC and consider in good faith any comments of the Investor Group and its Representatives.

(c) No later than two Business Days following the date of this Agreement, the Investor Group shall file with the SEC an amendment to its Schedule 13D in compliance with Section 13 of the Exchange Act reporting its entry into this Agreement, disclosing applicable items to conform to its obligations hereunder and appending this Agreement as an exhibit thereto (the "***Schedule 13D Amendment***"). The Schedule 13D Amendment shall be consistent with the terms of this Agreement and the Press Release. The Investor Group shall provide the Company and its Representatives with a reasonable opportunity to review and comment on the Schedule 13D Amendment prior to it the filing with the SEC and consider in good faith any comments of the Company and its Representatives.

(d) Until the Termination Date, except for the issuance of the Press Release and the filing of the Form 8-K and Schedule 13D Amendment, no party shall issue any press release or other public statement (including in any filing required under the Exchange Act) or speak with any member of the media in a manner inconsistent with this Agreement, except as required by law or applicable stock exchange listing rules or with the prior written consent of the other party and otherwise in accordance with this Agreement. Notwithstanding the foregoing, the Prescience Point Parties may (i) publish research or analyst reports containing financial analysis and related discussion of the Company's performance, so long as such analysis and discussion does not run afoul of any of the provisions of Section 3(a)-(n) or Section 6 and (ii) use social media to express favorable views regarding the Company.

9. Affiliates and Associates. Each party shall instruct its controlled Affiliates and Associates to comply with the terms of this Agreement and shall be responsible for any breach of this Agreement by any such controlled Affiliate or Associate. A breach of this Agreement by a controlled Affiliate or Associate of a party, if such controlled Affiliate or Associate is not a party to this Agreement, shall be deemed to occur if such controlled Affiliate or Associate engages in conduct that would constitute a breach of this Agreement if such controlled Affiliate or Associate were a party to the same extent as a party to this Agreement.

10. Representations and Warranties.

(a) Each of the Investor Group Designees who is an individual represents and warrants that he or she is *sui juris* and of full capacity. Each of the Prescience Point Parties represents and warrants that such member has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby and that this Agreement has been duly and validly authorized, executed and delivered by such member, constitutes a valid and binding obligation and agreement of such member and is enforceable against such member in accordance with its terms. Each member of the Prescience Point Parties represents and warrants that the execution of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of any applicable organizational documents (as applicable) as currently in effect, the execution, delivery and performance of this Agreement by such member does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to it or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which it is a party or by which it is bound. The Prescience Point Parties represent and warrant that, as of the date of this Agreement, together with the Investor Group Designees, they collectively beneficially own an aggregate of 10,918,335 shares of Common Stock. The Prescience Point Parties represent and warrant that the Prescience Point Parties and the Investor Group Designees have voting authority over such shares and own no Synthetic Equity Interests or any Short Interests in the Company.

(b) The Prescience Point Parties reject any notion that they were Acting in Concert (as defined in the Shareholder Rights Agreement) with (i) Mr. Barry at any time prior to the delivery of the Initial Nomination Notice on May 6, 2019 or (ii) any other beneficial owner of more than 2.0% of the outstanding shares of Common Stock with respect to the selection of Mr. Keating as a nominee for election to the Board. Nevertheless, the Prescience Point Parties further represent that, to the extent any actions by the Prescience Point Parties in nominating Mr. Barry or Mr. Keating may be deemed to have resulted in the beneficial ownership of 10.0% or more of the outstanding shares of Common Stock by the Prescience Point Parties under the Shareholder Rights Agreement, such actions were inadvertent and, in the case of Mr. Barry, immediately addressed by the sale of shares of Common Stock by the Prescience Point Parties.

(c) The Company represents and warrants that it has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby and that this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms. The Company represents that the execution of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms hereof, in each case in accordance with the terms hereof, will not conflict with, or result in a breach or violation of the organizational documents of the Company as currently in effect, the execution, delivery and performance of this Agreement by the Company, including the solicitation of proxies by the Company in connection with the 2018 Annual Meeting, does not and will not violate or conflict with (i) any law, rule, regulation, order, judgment or decree applicable to the Company or (ii) result in any breach or violation of or constitute a default (or an event which with notice or lapse of time or both could constitute such a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

11. Certain Determinations. Immediately following the execution of this Agreement, and in reliance on Section 10(b), the Board shall determine that none of the Prescience Point Parties is an "Acquiring Person" under the Shareholder Rights Agreement.

12. Termination.

(a) Either party shall have the right to terminate this Agreement upon delivery to the other party of advance written notice of such termination at least five Business Days prior to the date of such termination (the effective date of termination, the "***Termination Date***"); *provided, however,* that neither party shall be permitted to terminate this Agreement until 11:59 p.m. on the date of the 2020 Annual Meeting. Notwithstanding anything to the contrary in this Agreement:

(i) the obligations of the Prescience Point Parties and the Investor Group Designees (as applicable) pursuant to Sections 1, 2, 3, 6 and 7 shall terminate in the event that the Company materially breaches its obligations to the Prescience Point Parties or the Investor Group Designees pursuant to Section 1, 6 7 or 11, or the representations and warranties in Section 10(c) of this Agreement and such breach (if capable of being cured) has not been cured within ten calendar days following written notice of such breach from the Prescience Point Parties or the Investor Group Designees, or, if impossible to cure within ten calendar days, the Company has not taken substantive action to correct within ten calendar days following written notice of such breach from the Prescience Point Parties or the Investor Group Designees; *provided*, *however*, that the obligations of the Investor Group pursuant to Section 7 shall terminate immediately in the event that the Company materially breaches its obligations to the Investor Group under Section 7; and

(ii) the obligations of the Company to the Prescience Point Parties and the Investor Group Designees (as applicable) pursuant to Sections 1, 6 and 7 shall terminate in the event that (A) the Prescience Point Parties or the Investor Group Designees (as applicable) materially breaches its/their obligations in Sections 1, 2, 3, 6, or 7 or the representations and warranties in Section 10(a) or 10(b), or (B) the Investor Group Designee materially breaches this Agreement or the Charter, the Bylaws or policies that are applicable to all directors, and such breach (if capable of being cured) has not been cured within ten calendar days following written notice of such breach, or, if impossible to cure within ten calendar days, the Investor Group Designee or the Prescience Point Parties has not taken substantive action to correct within ten calendar days following written notice of such breach from the Company; *provided*, *however*, that the obligations of the Company to the Investor Group pursuant to Section 7 shall terminate immediately in the event that the Investor Group materially breaches its obligations under Section 7.

(b) If this Agreement is terminated in accordance with this Section 12, this Agreement shall forthwith become null and void, but no termination shall relieve either party from liability for any breach of this Agreement prior to such termination.

(c) The last sentence of Section 3 shall survive any termination of this Agreement.

13. Expenses. The Company shall reimburse the Investor Group for its reasonable, documented out-of-pocket fees and expenses (including legal expenses) incurred in connection with the matters related to the 2018 Annual Meeting, including the nomination of directors, the negotiation and execution of this Agreement and the transactions contemplated hereby, provided that such reimbursement shall not exceed $500,000 in the aggregate.

14. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand, with written confirmation of receipt; (b) upon sending if sent by electronic mail to the electronic mail addresses below, with confirmation of receipt from the receiving party by electronic mail; (c) one Business Day after being sent by a nationally recognized overnight carrier to the addresses set forth below; or (d) when actually delivered if sent by any other method that results in delivery, with written confirmation of receipt:

If to the Company:

MiMedx Group, Inc.
1775 West Oak Commons Ct., NE,
Marietta GA 30062
Attn: General Counsel
Email: LHaden@mimedx.com

with mandatory copies (which shall not constitute notice) to:

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attn: Kai H. Liekefett
Email: kliekefett@sidley.com

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attn: Beth E. Berg
Email: bberg@sidley.com

If to the Investor Group:

Prescience Point Capital Management LLC
1670 Lobdell Avenue, Suite 200
Baton Rouge, Louisiana 70806
Attn: Eiad Asbahi
Email: eiad@presciencefunds.com

with mandatory copies (which shall not constitute notice) to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, NY 10019
Attn: Andrew Freedman
Mohammad Malik
Email: afreedman@olshanlaw.com
mmalik@olshanlaw.com

15. Governing Law; Jurisdiction; Jury Waiver. This Agreement, and any disputes arising out of or related to this Agreement (whether for breach of contract, tortious conduct or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to its conflict of laws principles. The parties agree that exclusive jurisdiction and venue for any Legal Proceeding arising out of or related to this Agreement shall exclusively lie in the Second Judicial Circuit in and for Leon County, Florida. Each party waives any objection it may now or hereafter have to the laying of venue of any such Legal Proceeding and irrevocably submits to personal jurisdiction in any such court in any such Legal Proceeding and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any court that any such Legal Proceeding brought in any such court has been brought in any inconvenient forum. Each party consents to accept service of process in any such Legal Proceeding by service of a copy thereof delivered to such party by certified or registered mail, postage prepaid, return receipt requested, addressed to it at the address set forth in Section 14. Nothing contained herein shall be deemed to affect the right of any party to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16. **Specific Performance**. Each party to this Agreement acknowledges and agrees that the other party would be irreparably injured by an actual breach of this Agreement by the first-mentioned party or its Representatives and that monetary remedies may be inadequate to protect either party against any actual or threatened breach or continuation of any breach of this Agreement. Without prejudice to any other rights and remedies otherwise available to the parties under this Agreement, each party shall be entitled to equitable relief by way of injunction or otherwise and specific performance of the provisions hereof upon satisfying the requirements to obtain such relief without the necessity of posting a bond or other security, if the other party or any of its Representatives breach or threaten to breach any provision of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or equity to the non-breaching party.

17. **Certain Definitions and Interpretations**. As used in this Agreement: (a) the terms "***Affiliate***" and "***Associate***" (and any plurals thereof) have the meanings ascribed to such terms under Rule 12b-2 promulgated by the SEC under the Exchange Act and shall include all persons or entities that at any time prior to the Termination Date become Affiliates or Associates of any applicable person or entity referred to in this Agreement; *provided*, *however*, that the term "Associate" shall refer only to Associates controlled by the Company or the Investor Group, as applicable; *provided*, *further*, that, for purposes of this Agreement, no member of the Investor Group shall be an Affiliate or Associate of the Company and the Company shall not be an Affiliate or Associate of any member of the Investor Group; (b) the term "***Annual Meeting***" means each annual meeting of shareholders of the Company and any adjournment, postponement, rescheduling or continuation thereof; (c) the terms "***beneficial ownership***," "***group***," "***participant***," "***person***," "***proxy***" and "***solicitation***" (and any plurals thereof) have the meanings ascribed to such terms under the Exchange Act, *provided*, that the meaning of "solicitation" shall be without regard to the exclusions set forth in Rules 14a-1(l)(2)(iv) and 14a-2 under the Exchange Act; (d) the term "***Business Day***" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or obligated to be closed by applicable law; (e) the term "***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder; (f) the term "***Extraordinary Transaction***" means any tender offer, exchange offer, merger, consolidation, acquisition, business combination, sale, recapitalization, restructuring or other transaction with a third party that, in each case, is (i) outside the ordinary course of business; (ii) involves the Company or any of its direct or indirect subsidiaries or its or their securities or assets; and (iii) is submitted by the Board to a shareholder vote at a Shareholder Meeting; (g) the term "***Independent Director***" means an individual that (i) qualifies as an "independent director" under applicable rules of the SEC, the rules of any stock exchange on which securities of the Company are traded and applicable governance policies of the Company and (ii) is not an employee, principal, Affiliate or Associate of the Investor Group or any of its Affiliates or Associates; (h) the term "***Net Long Position***" means such shares of Common Stock beneficially owned, directly or indirectly, that constitute such person's net long position as defined in Rule 14e-4 under the Exchange Act *mutatis mutandis*, provided that "Net Long Position" shall not include any shares as to which such person does not have the right to vote or direct the vote, or as to which such person has entered into a derivative or other agreement, arrangement or understanding that hedges or transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of such shares; and the terms "person" or "persons," for purposes of the meaning of the term "***Net Long Position***," shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, associate, organization or other entity of any kind or nature; (i) the term "***Representatives***" means (i) a person's Affiliates and Associates and (ii) its and their respective directors, officers, employees, partners, members, managers, consultants, legal or other advisors, agents and other representatives acting in a capacity on behalf of, in concert with or at the direction of such person or its Affiliates or Associates; (j) the term "***SEC***" means the U.S. Securities and Exchange Commission; (k) the term "***Short Interests***" means any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by such person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of the Company's equity securities by, manage the risk of share price changes for, or increase or decrease the voting power of, such person with respect to the shares of any class or series of the Company's equity securities, or that provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Company's equity securities; (l) the term "***Shareholder Meeting***" means each annual or special meeting of shareholders of the Company, or any action by written consent of the Company's shareholders in lieu thereof, and any adjournment, postponement, rescheduling or continuation thereof; (m) the term "***Synthetic Equity Interests***" means any derivative, swap or other transaction or series of transactions engaged in, directly or indirectly, by

such person, the purpose or effect of which is to give such person economic risk similar to ownership of equity securities of any class or series of the Company, including due to the fact that the value of such derivative, swap or other transactions are determined by reference to the price, value or volatility of any shares of any class or series of the Company's equity securities, or which derivative, swap or other transactions provide the opportunity to profit from any increase in the price or value of shares of any class or series of the Company's equity securities, without regard to whether (i) the derivative, swap or other transactions convey any voting rights in such equity securities to such person; (ii) the derivative, swap or other transactions are required to be, or are capable of being, settled through delivery of such equity securities; or (iii) such person may have entered into other transactions that hedge or mitigate the economic effect of such derivative, swap or other transactions; and (n) the term "***Third Party***" refers to any person that is not a party, a member of the Board, a director or officer of the Company, or legal counsel to either party. In this Agreement, unless a clear contrary intention appears, (i) the word "including" (in its various forms) means "including, without limitation;" (ii) the words "hereunder," "hereof," "hereto" and words of similar import are references in this Agreement as a whole and not to any particular provision of this Agreement; (iii) the word "or" is not exclusive; (iv) references to "Sections" and "Exhibits" in this Agreement are references to Sections of this Agreement and Exhibits to this Agreement unless otherwise indicated; and (v) whenever the context requires, the masculine gender shall include the feminine and neuter genders and the neuter gender shall include the feminine and masculine genders.

18. Miscellaneous.

(a) This Agreement, including all exhibits hereto, contains the entire agreement between the parties and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(b) This Agreement is solely for the benefit of the parties and is not enforceable by any other persons.

(c) This Agreement shall not be assignable by operation of law or otherwise by a party without the consent of the other party. Any purported assignment without such consent is void *ab initio*. Subject to the foregoing sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the permitted successors and assigns of each party.

(d) Neither the failure nor any delay by a party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(e) If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties that the parties would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable. In addition, the parties agree to use their reasonable best efforts to agree upon and substitute a valid and enforceable term, provision, covenant or restriction for any of such that is held invalid, void or unenforceable by a court of competent jurisdiction.

(f) Any amendment or modification of the terms and conditions set forth herein or any waiver of such terms and conditions must be agreed to in a writing signed by each party.

(g) This Agreement may be executed in one or more textually identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

(h) Each of the parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement and that it has executed this Agreement with the advice of such counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this Agreement, and any and all drafts relating thereto exchanged among the parties will be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties, and any controversy over interpretations of this Agreement will be decided without regard to events of drafting or preparation.

(i) The headings set forth in this Agreement are for convenience of reference purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision of this Agreement

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, or caused the same to be executed by its duly authorized representative, as of the date first above written.

THE COMPANY:

MIMEDX GROUP, INC.

By: /s/ Timothy R. Wright
Name: Timothy R. Wright
Title: Chief Executive Officer

INVESTOR GROUP:

Prescience Partners, LP

By: Prescience Point Capital Management LLC
Investment Manager

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

Prescience Point Special Opportunity LP

By: Prescience Point Capital Management LLC
Investment Manager

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

Prescience Capital, LLC

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

Prescience Point Capital Management LLC

By: /s/ Eiad Asbahi
Name: Eiad Asbahi
Title: Managing Member

/s/ Eiad Asbahi
EIAD ASBAHI

/s/ Richard J. Barry
RICHARD J. BARRY

/s/ M. Kathleen Behrens Wilsey
M. KATHLEEN BEHRENS WILSEY

/s/ K. Todd Newton
K. TODD NEWTON

Exhibit A

Form of Nominee Consent

[•], 20[•]

Board of Directors MiMedx Group, Inc.
1775 West Oak Commons Court, NE
Marietta, GA 30062

Re: Nominee Consent

Ladies and Gentlemen:

I irrevocably consent to be named by MiMedx Group, Inc. (the "***Company***") as a nominee for election to the board of directors of the Company in any proxy statement, proxy card or other solicitation materials of the Company with respect to the Company's 20[•] annual meeting of shareholders, agree to act in the capacity of a director of the Company if elected and agree to serve the full term as a director if elected.

Very truly yours,

_____

Exhibit B

Form of Press Release

MiMedx Announces Comprehensive Board Refreshment Plan in Cooperation with Prescience Point

Six New Directors to Join the Board

Dr. M. Kathleen Behrens Wilsey to be Named Chairwoman of the Board

Refreshment Comes After Audit Committee Concludes its Independent Investigation and Engages a New Independent Registered Accounting Firm

MARIETTA, Ga., May [•], 2019 – MiMedx Group, Inc. (OTC PINK: MDXG) ("***MiMedx***" or the "***Company***"), an industry leader in advanced wound care and an emerging therapeutic biologics company, today announced that the Company's board of directors (the "***Board***") has adopted a comprehensive plan to refresh the composition of the Board. The plan was developed by the Board in cooperation with one of the Company's largest shareholders, Prescience Point Capital Management LLC ("***Prescience Point***"), and follows the completion of the Audit Committee's independent investigation into alleged wrongdoing by the prior senior management team and the engagement of BDO USA, LLP as the Company's new independent registered public accounting firm.

Under the plan, six new directors, including MiMedx's new CEO, Timothy R. Wright, would be added to the Board. As a result, Class II and Class III of the Board would consist entirely of new directors after the Company's 2019 annual meeting of shareholders. The refreshment plan includes the appointment of three of Prescience Point's nominees, including M. Kathleen Behrens Wilsey, Ph.D. as the new Chairwoman of the Board, as well as K. Todd Newton, who is expected to become the Chairman of the Audit Committee after the Company's 2019 annual meeting of shareholders.

"The MiMedx Board and the current senior leadership team have been working tirelessly to address the fallout from the actions of the prior senior management team and get the Company back on track," said Charles R. Evans, Chairman of the Board. "Now that we have made substantial progress on these fronts, it is time to begin the Board transition and refreshment process. We are pleased to have worked collaboratively with Prescience Point to identify and add new directors who bring exceptional experience and track records to MiMedx. With the Audit Committee's investigation complete and a plan to refresh the Board in place, the Company is now in a position to focus on its future and enhance its business, for the benefit of all stakeholders."

"We welcome the comprehensive plan to refresh the Board, and we look forward to MiMedx's future under new leadership. We are pleased that our cooperation has resulted in a reconstituted Board, with the addition of six new directors with valuable industry experience, relationships and reputational capital," said Eiad Asbahi, Founder and Managing Partner of Prescience Point. "We invested in MiMedx because we believe the Company has immense potential as a leader in advanced wound care and therapeutic biologics. We believe MiMedx is on the path to unlock substantial shareholder value and secure a thriving future for the Company."

Under the refreshment plan, Prescience Point nominee M. Kathleen Behrens Wilsey, Ph.D. will be appointed or nominated for election to the Board and is expected to be named the new Chairwoman of the Board. Dr. Behrens Wilsey is currently the Chairwoman of Sarepta Therapeutics, Inc. (SRPT), a multibillion-dollar medical research and drug development company focused on the discovery and development of unique RNA-targeted therapeutics for the treatment of rare neuromuscular diseases. Dr. Behrens Wilsey previously served on the boards of Amylin Pharmaceuticals, Inc. (formerly AMLN) and Abgenix, Inc. (formerly ABGX).

In addition to Dr. Behrens Wilsey, the Board will also appoint, or nominate for election to the Board, Richard J. Barry, James L. Bierman, K. Todd Newton, Mr. Wright and another director who will be recruited by the Company and Prescience Point. Complete biographies of the anticipated new directors appear at the end of this press release.

The Company expects to file its preliminary proxy materials for its 2018 Annual Meeting today. The Board encourages shareholders to wait to receive the Company's proxy materials and the Company's **BLUE** proxy card before voting.

Sidley Austin LLP is acting as legal advisor to MiMedx. Olshan Frome Wolosky LLP is acting as legal advisor to Prescience Point.

About Richard J. Barry

Mr. Barry has served as a director of Elcelyx Therapeutics, Inc., a private pharmaceutical company, since February 2013 and has served as a Managing Member of GSM Fund, LLC, a fund established for the sole purpose of investing in Elcelyx Therapeutics, since February 2013. Earlier in his career, he was a founding member of Eastbourne Capital Management LLC, a large equity hedge fund investing in a variety of industries, including health care, and served as the Managing General Partner and Portfolio Manager from 1999 to its close in 2010. Prior to that, he was a Portfolio Manager and Managing Director of Robertson Stephens Investment Management, an investment company, from 1995 until 1999. Before that, Mr. Barry spent over 13 years in various roles in institutional equity and investment management firms, including Lazard Freres, Legg Mason and Merrill Lynch. Mr. Barry has served as a director of Sarepta Therapeutics, Inc. (SRPT), a genetic medicine company, since June 2015, and he has been a Partner and Advisory Board member of the San Diego Padres since 2009. Mr. Barry previously served as a director of Cluster Wireless, LLC, a software company, from 2011 until 2014, and of BlackLight Power, Inc. (n/k/a Brilliant Light Power, Inc.), an energy research company, from 2009 until 2010. Mr. Barry holds a B.A. from Pennsylvania State University.

About M. Kathleen Behrens Wilsey, Ph.D.

Dr. Behrens Wilsey served as a member of the board of directors of each of Sarepta Therapeutics, Inc. (SRPT), a multi-billion dollar medical research and drug development company focused on the discovery and development of unique RNA-targeted therapeutics for the treatment of rare neuromuscular diseases, since March 2009 (Chairwoman of the Board since April 2015) and IGM Biosciences, Inc., a privately held biotechnology company, since January 2019. Dr. Behrens Wilsey has worked as an independent life sciences consultant and investor since December 2009. She served as the Co-Founder, President, Chief Executive Officer and as a director of the KEW Group Inc., a private oncology services company, from January 2012 until June 2014. Earlier in her career, Dr. Behrens Wilsey served as a general partner for selected venture funds for RS Investments, a mutual fund firm, from 1996 until December 2009. While Dr. Behrens Wilsey worked at RS Investments, from 1996 to 2002, she served as a managing director at the firm and, from 2003 to December 2009, she served as a consultant to the firm. During that time, Dr. Behrens Wilsey also served as a member of the President's Council of Advisors on Science and Technology (PCAST), from 2001 to 2009 and as chairwoman of PCAST's Subcommittee on Personalized Medicine, as well as the President, director and chairwoman of the National Venture Capital Association, an organization that advocates for public policy that supports the American Entrepreneurial ecosystem, from 1993 until 2000. Prior to that, she served as a general partner and managing director for Robertson Stephens & Co., an investment company, from 1983 through 1996. She served as a director of Amylin Pharmaceuticals, Inc. (formerly AMLN), a biopharmaceutical company, from 2009 until the company's sale in 2012 to Bristol-Myers Squibb Co. Prior to that, she served on the board of directors Abgenix, Inc. (formerly ABGX), a biopharmaceutical company, from 2001 until the company was sold to Amgen, Inc. in 2006. From 1997 to 2005,

Dr. Behrens was a director of the Board on Science, Technology and Economic Policy for the National Research Council. Dr. Behrens Wilsey was also a Co-Founder of the Coalition for 21st Century Medicine, a trade association for new generation diagnostics companies. Dr. Behrens Wilsey holds a B.S. in Biology and a Ph.D. in Microbiology from the University of California, Davis.

About James L. Bierman

Mr. Bierman served as President and Chief Executive Officer of Owens & Minor, Inc., a Fortune 500 company and a leading distributor of medical and surgical supplies, from September 2014 to June 2015. Previously, he served in various other senior roles at Owens & Minor, including President and Chief Operating Officer from August 2013 to September 2014, Executive Vice President and Chief Operating Officer from March 2012 to August 2013, Executive Vice President and Chief Financial Officer from April 2011 to March 2012, and Senior Vice President and Chief Financial Officer from June 2007 to April 2011. From 2001 to 2004, Mr. Bierman served as Executive Vice President and Chief Financial Officer at Quintiles Transnational Corp. Prior to joining Quintiles Transnational, Mr. Bierman was a partner at Arthur Andersen LLP. Mr. Bierman currently serves on the board of directors of Tenet Healthcare Corporation (THC) and previously served on the boards of directors of Owens & Minor, Inc. (OMI) and Team Health Holdings, Inc. (formerly TMH). Mr. Bierman earned his B.A. from Dickinson College and his M.B.A. at Cornell University's Johnson Graduate School of Management.

About K. Todd Newton

Mr. Newton has, since 2014, served as Chief Executive Officer and a member of the board of directors of Apollo Endosurgery, Inc. (APEN), a leader in the field of gastrointestinal therapeutic endoscopy. From 2009 to 2014, Mr. Newton served as Executive Vice President and Chief Financial Officer at ArthroCare Corporation (ARTC), a medical device company, including from 2013 as Chief Operating Officer. Prior to his leadership at ArthroCare, Mr. Newton served in a number of executive officer roles, including President and Chief Executive Officer, at Synenco Energy, Inc., a Canadian oil sands company. From 1994 to 2004, Mr. Newton was a Partner at Deloitte & Touche LLP. Mr. Newton holds a B.B.A. in accounting from the University of Texas at San Antonio.

About Timothy R. Wright

Mr. Wright became MiMedx's Chief Executive Officer, effective as of May 13, 2019. Previously, Mr. Wright served as a Partner at Signal Hill Advisors, LLC, a consulting practice, since February 2011. Mr. Wright served as President and Chief Executive Officer of M2Gen Corp., a privately held cancer and health informatics company, between July 2017 and September 2018. Prior to M2Gen Corp., Mr. Wright served as Executive Vice President, Mergers and Acquisitions, Strategy and Innovation for Teva Pharmaceutical Industries Ltd. ("Teva"), a pharmaceutical company specializing in generic medicines, from April 2015 until August 2017. Before Teva, Mr. Wright was the founding partner of The Ohio State University Comprehensive Cancer Drug Development Institute. Mr. Wright also served as Chairman, Interim Chief Executive Officer and a director of Curaxis Pharmaceutical Corporation ("Curaxis"), a pharmaceutical company specializing in the development of drugs for the treatment of Alzheimer's disease and various cancers, from July 2011 to July 2012. Curaxis had been experiencing financial difficulties prior to Mr. Wright's tenure and, as a result, the company filed for Chapter 11 bankruptcy in July 2012. Mr. Wright has been a director of Agenus, Inc. (Nasdaq: AGEN), an immune oncology company, since 2006 and its lead director since 2009. Mr. Wright also serves as Chairperson of The Ohio State University Comprehensive Cancer Center Drug Development Institute, serves as director of The Ohio State Innovation Foundation and sits on The Ohio State University College of Pharmacy Dean's Corporate Council. Mr. Wright earned a Bachelor's of Science in Marketing from The Ohio State University.

About MiMedx

MiMedx® is an industry leader in advanced wound care and an emerging therapeutic biologics company developing and distributing human placental tissue allografts with patent-protected processes for multiple sectors of healthcare. The Company processes the human placental tissue utilizing its proprietary PURION® process methodology, among other processes, to produce allografts by employing aseptic processing techniques in addition to terminal sterilization. MiMedx has supplied over 1.5 million allografts to date. For additional information, please visit www.mimedx.com.

About Prescience Point Capital Management

Prescience Point Capital Management is a private investment manager that employs forensic investigative techniques to unearth significant mispricings in global markets. It specializes in extensive investigations of difficult-to-analyze public companies in order to uncover significant elements of the business that have been overlooked or ignored by others.

Prescience Point manages private funds on behalf of its clients and principals and takes positions both long and short in support of its research. Prescience Point invests across a broad set of equities that it believes have abnormally large disparities between what their underlying businesses are intrinsically worth and what their securities sell for. The firm was founded by investor Eiad Asbahi in 2009 and is headquartered in Baton Rouge, LA. Prescience Point Capital Management is a registered investment advisor with the State of Louisiana. Follow @PresciencePoint.

Safe Harbor Statement

This press release includes forward-looking statements, including statements regarding the plan of MiMedx Group, Inc. (the "***Company***") to refresh the Board, the effects of such refreshment on the Company and expectations with respect to Board leadership. Forward-looking statements may be identified by words such as "believe," "expect," "may," "plan," "potential," "will," "would" and similar expressions and are based on current beliefs and expectations. Forward-looking statements are subject to risks and uncertainties, and the Company cautions investors against placing undue reliance on such statements.

Actual results may differ materially from those set forth in the forward-looking statements as a result of various factors, including the results of any election of Class II or Class III directors. There is no assurance that the Board's nominees will be elected at the Company's 2018 annual meeting of shareholders (the "***2018 Annual Meeting***") or the Company's 2019 annual meeting of shareholders. Any forward-looking statements speak only as of the date of this press release, and except as required by law, the Company assumes no obligation to update any forward-looking statement, whether as a result of new information, future events or otherwise.

Important Information

The Company intends to file a definitive proxy statement and associated BLUE proxy card in connection with the solicitation of proxies for the 2018 Annual Meeting with the Securities and Exchange Commission (the "*SEC*"). Details concerning the nominees of the Company's board of directors for election at the 2018 Annual Meeting will be included in the proxy statement. BEFORE MAKING ANY VOTING DECISION, SHAREHOLDERS OF THE COMPANY ARE URGED TO READ ALL RELEVANT DOCUMENTS FILED WITH OR FURNISHED TO THE SEC, INCLUDING THE COMPANY'S DEFINITIVE PROXY STATEMENT AND ANY SUPPLEMENTS THERETO, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION. Investors and shareholders will be able to obtain a copy of the definitive proxy

statement and other documents filed by the Company free of charge from the SEC's website at www.sec.gov. The Company's shareholders will also be able to obtain, without charge, a copy of the definitive proxy statement and other relevant filed documents from the "SEC Filings" section of the Company's website at www.mimedx.com.

Participants in the Solicitation

The Company, its directors, its director nominees and certain of its executive officers are participants in the solicitation of proxies from shareholders in respect of the 2018 Annual Meeting. Information regarding the names of the Company's directors, director nominees and executive officers and their respective interests in the Company by security holdings or otherwise is set forth in the Company's Current Report on Form 8-K filed with the SEC on May [•], 2019. Additional information regarding the interests of these participants in any proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will also be included in any proxy statement and other relevant materials to be filed with the SEC, if and when they become available.

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Exhibit 21.1

MiMedx Group, Inc.
List of Subsidiaries

Company	**Jurisdiction of Organization**
MiMedx, Inc.	Florida
MiMedx Processing Services, LLC	Florida
MiMedx Tissue Services, LLC	Georgia