

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

**FORM 8-K**

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

Date of Report (Date of Earliest Event Reported): November 12, 2020

**ORGANOGENESIS HOLDINGS INC.**

(Exact Name of Registrant as specified in its charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-37906  
(Commission  
File Number)

98-1329150  
(IRS Employer  
Identification No.)

85 Dan Road  
Canton, MA  
(Address of principal executive offices)

02021  
(Zip Code)

(781) 575-0775  
(Registrant's telephone number, including area code)

Not Applicable  
(Registrant's name or former address, if change since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, \$0.0001 par value	ORGO	Nasdaq Capital Market

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

Emerging Growth Company

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

**Item 1.01 Entry into Material Definitive Agreement.**

On November 12, 2020, Organogenesis Holdings Inc. (the “Company”) entered into a fee letter agreement (the “Letter Agreement”) with Avista Capital Partners IV, L.P. (“Avista IV”), Avista Capital Partners (Offshore) IV, L.P. (“Avista Offshore IV” and together with Avista IV, the “Avista Funds”) and Avista Capital Holdings, L.P., an affiliate of the Avista Funds (the “Management Company”), pursuant to which the Company agreed to pay the Management Company a fee in consideration for certain services rendered in connection with Investments (as defined below) in the Company that may be made by the Avista Funds. In connection with the closing of an underwritten public offering of 19,916,708 shares of our Class A common stock, par value \$0.0001 per share (the “Common Stock”) on November 17, 2020 (the “Offering”), the underwriters agreed they would not be entitled to a discount or fee for the portion of the aggregate gross proceeds of the Investments sold to the Avista Funds.

Pursuant to the Letter Agreement, the Company is required to pay the Management Company a fee in an amount equal to the portion of the aggregate gross proceeds of the Investments sold to the Avista Funds, if any, multiplied by a rate equal to the rate of the underwriters’ discount or spread in a Covered Offering (as defined below) without giving effect to any Investments sold to the Avista Funds (the “Fee”). No Fee is payable under the Letter Agreement if the Avista Funds do not participate in a Covered Offering. As used herein, “Investments” are defined as the purchase of Common Stock for cash pursuant to an offering (each, a “Covered Offering”) of Common Stock made by the Company pursuant to the Company’s Registration Statement on Form S-1 (File No. 333-249531) or before December 31, 2020. In connection with the Offering, the Avista Funds purchased 4,272,657 shares of Common Stock and the Company paid a Fee equal to approximately \$0.8 million.

A copy of the Letter Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein. The foregoing description of the terms of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the Letter Agreement.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Fee Letter Agreement dated November 12, 2020 by and among the Company, the Avista Funds and the Management Company</u></a>

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**SIGNATURE**

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

Organogenesis Holdings Inc.

By: /s/ Henry Hagopian

Name: Henry Hagopian

Title: Interim Chief Financial Officer

Date: November 18, 2020

November 12, 2020

Organogenesis Holdings Inc.  
85 Dan Road  
Canton, Massachusetts 02021  
Attn: Gary S. Gillheeny, Sr., President and Chief Executive Officer

Re: Fee Letter Agreement

Ladies and Gentlemen:

This fee letter agreement (the "**Agreement**") confirms the agreement by and among Organogenesis Holdings Inc. (the "**Company**"), Avista Capital Partners IV, L.P. ("**Avista IV**"), Avista Capital Partners (Offshore) IV, L.P. ("**Avista IV Offshore**") and together with Avista IV, the "**Avista Funds**") and Avista Capital Holdings, L.P., an affiliate of the Avista Funds (the "**Management Company**"), pursuant to which the Company hereby agrees to pay the Management Company a fee in consideration for certain services rendered in connection with Investments (as defined below) in the Company that may be made by the Avista Funds. In connection with the Proposed Offering (as defined below), the Company's underwriters have agreed that they shall not be entitled to a discount or fee for the portion of the aggregate gross proceeds of the Investments sold to the Avista Funds. In consideration of the valuable services provided by the Management Company in connection with the Proposed Offering, if the Avista Funds participate in the Proposed Offering, the Company shall pay the Management Company a fee in an amount equal to the portion of the aggregate gross proceeds of the Investments sold to the Avista Funds, if any, multiplied by a rate equal to the rate of the underwriters' discount or spread in the Proposed Offering without giving effect to any Investments sold to the Avista Funds. It being understood that no fee shall be payable hereunder if the Avista Funds do not participate in the Proposed Offering or if the Proposed Offering does not close on or before December 31, 2020. As used herein, "**Investments**" are defined as the purchase of the Company's Class A common stock, par value \$0.0001 per share (the "**Common Stock**"), for cash pursuant to a proposed offering of Common Stock to be made by the Company pursuant to a registration statement on Form S-1 (No. 333-249531) (the "**Proposed Offering**"). Any fee payable to the Management Company by the Company hereunder, if any, shall be due and payable within five business days of the closing of the Proposed Offering.

The Company represents and warrants to the Avista Funds and the Management Company that it has the requisite corporate power and authority and power to enter into this Agreement and to consummate the transactions contemplated hereby and that such transactions shall not contravene any contractual, regulatory, statutory or other obligation or restriction applicable to the Company.

Each of the Avista Funds and the Management Company, as to itself only, represents and warrants to the Company that it has the requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby and that such transactions shall not contravene any contractual, regulatory, statutory or other obligation or restriction applicable to it.

This agreement, and any action or proceeding arising out of or relating to this Agreement, shall be exclusively governed by the laws of the State of Delaware.

In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this agreement shall remain in full force and effect. In such an event, the Avista Funds and the Company shall endeavor in good faith negotiations to modify this agreement so as to affect the original intent of the parties as closely as possible.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

Please sign to acknowledge agreement with the above terms and return to the undersigned.

Avista Funds:

**Avista Capital Partners IV, L.P.**

By: /s/ Robert Girardi

Name: Robert Girardi

Title: Partner

**Avista Capital Partners (Offshore) IV, L.P.**

By: /s/ Robert Girardi

Name: Robert Girardi

Title: Partner

**Avista Capital Holdings, L.P.**

By: /s/ Benjamin Silbert

Name: Benjamin Silbert

Title: General Counsel

Acknowledged and agreed to:

Company:

**Organogenesis Holdings Inc.**

By: /s/ Henry Hagopian

Name: Henry Hagopian

Title: Interim Chief Financial Officer

*Signature Page to Fee Letter Agreement*