

**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): July 12, 2019

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 a Material Definitive Agreement.

On July 12, 2019, we entered into a Warrant Exchange Agreement (the “**Warrant Exchange Agreement**”) with Avista Capital Partners IV L.P., a Delaware limited partnership and Avista Capital Partners IV (Offshore), L.P., a limited partnership formed under the laws of Bermuda (collectively, the “**PIPE Investors**”) pursuant to which, the PIPE Investors agreed to exchange an aggregate of 4,100,000 warrants to purchase one-half of one share of our Class A common stock, par value \$0.0001 per share (the “**Common Stock**”), at an exercise price of \$5.75 per half share (the “**PIPE Warrants**”) for shares of our Common Stock at an exchange ratio equal to the exchange ratio of the Company’s planned exchange offer (the “**Exchange Offer**”) to all holders of the Company’s issued and outstanding warrants that were issued in connection with the Company’s initial public offering pursuant to a prospectus dated October 10, 2016, exercisable for Common Stock at an exercise price of \$5.75 per half share of Common Stock (the “**Public Warrants**”) in effect at the expiration of such Exchange Offer. The exchange of the PIPE Warrants by the PIPE Investors is subject to the Company’s acceptance of the tender of 65% or more of the outstanding Public Warrants in the Exchange Offer. The warrant exchange would be exempt from registration under Section 3(a)(9) of the Securities Act, as no commission or other remuneration was or will be paid or given directly or indirectly for soliciting such exchange.

The foregoing description of the Warrant Exchange Agreement is only a summary and is qualified in its entirety by reference to the Warrant Exchange Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

No Offer or Solicitation

This disclosure in this Current Report on Form 8-K is for informational purposes only and is not an offer to purchase or a solicitation of an offer to sell the Public Warrants or an offer to sell or a solicitation to buy any shares of the Company’s Common Stock. The Exchange Offer described above will only be made pursuant to a Tender Offer Statement on Schedule TO and related exhibits, including the Offer to Exchange Letter and Consent Solicitation, Letter of Transmittal and Consent and other related documents, filed with the SEC. The Offer to Exchange Letter and Consent Solicitation will be mailed to Public Warrant holders of record and will also be made available for distribution to beneficial owners of Public Warrants only after a definitive proxy statement with respect to the Consent Solicitation has been filed with the SEC. The solicitation of offers to exchange Public Warrants for shares of the Company’s Common Stock will only be made pursuant to the Offer to Exchange Letter and Consent Solicitation. Public Warrant holders should read carefully the Tender Offer Statement on Schedule TO, Offer to Exchange Letter and Consent Solicitation, Letter of Transmittal and Consent and related exhibits once filed with the definitive proxy statement, as they will contain important information about the Exchange Offer. Public Warrant holders may obtain free copies of these documents, as each may be amended or supplemented from time to time (and when available), at the SEC’s web site at www.sec.gov.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Warrant Exchange Agreement dated as of July 12, 2019 by and among Organogenesis Holdings Inc., Avista Capital Partners IV L.P., Avista Capital Partners IV (Offshore), L.P.</u>

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/ Lori Freedman

Name: Lori Freedman

Title: Vice President and General Counsel

Date: July 16, 2019

July 12, 2019

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

Re: Warrant Exchange Agreement

Ladies and Gentlemen:

This letter agreement (the “**Agreement**”) confirms the agreement of Organogenesis Holdings Inc., a Delaware corporation (the “**Company**”), and the holders of an aggregate of 4,100,000 warrants (the “**Warrants**”) to purchase shares of the Company’s Class A common stock, par value \$0.0001 per share (the “**Shares**”), at an exercise price of \$5.75 per half Share and as listed on Schedule I attached hereto (the “**Warrantholders**”), pursuant to which each Warrantholder has agreed to exchange each Warrant owned by such Warrantholder at an exchange ratio (the “**Exchange Ratio**”) equal to the exchange ratio of the Company’s planned exchange offer (the “**Exchange Offer**”) to all holders of the Company’s issued and outstanding warrants that were issued in connection with the Company’s initial public offering pursuant to a prospectus dated October 10, 2016, exercisable for Shares at an exercise price of \$5.75 per half Share (the “**Public Warrants**”) in effect at the expiration of such Exchange Offer, on the terms specified below.

In consideration of the foregoing, the Company and the Warrantholders agree as follows:

(1) On the first business day after the satisfaction of the closing conditions set forth in Section 4 (the “**Closing Date**”), each Warrantholder shall exchange all of the Warrants owned by such Warrantholder for Shares (the “**Exchange**”) at the Exchange Ratio. The Exchange shall be consummated pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”). On the Closing Date: (a) the Company and the Warrantholders shall jointly and irrevocably instruct Continental Stock Transfer & Trust Company (the “**Transfer Agent**”) to cancel the Warrants; and (b) the Company shall irrevocably instruct the Transfer Agent to issue and deliver to the Warrantholders the Shares to be issued upon exchange of the Warrants based on the Exchange Ratio.

(2) The Company represents and warrants to each Warrantholder as follows:

(a) Neither the Company nor any of its affiliates nor any person acting on behalf of or for the benefit of any of the forgoing, has paid or given, or agreed to pay or give, directly or indirectly, any commission or other remuneration (within the meaning of Section 3(a)(9) of the Securities Act and the rules and regulations of the Commission promulgated thereunder) for soliciting the Exchange. Assuming the representations and warranties of the Warrantholders contained herein are true and complete, the Exchange will qualify for the registration exemption contained in Section 3(a)(9) of the Securities Act.

(b) It has the requisite corporate power and authority and power to enter into this Agreement and to consummate the Exchange and such transactions shall not contravene any contractual, regulatory, statutory or other obligation or restriction applicable to the Company.

(c) The Shares have been duly authorized and, when issued in exchange for the Warrants, will be validly issued, fully paid and non-assessable.

(3) Each Warrantholder, as to itself only, represents and warrants to the Company as follows:

(a) It has the requisite power and authority to enter into this Agreement and consummate the Exchange.

(b) It is the record and beneficial owner of, and has valid and marketable title to, the Warrants being exchanged by it pursuant to this Agreement, free and clear of any lien, pledge, restriction or other encumbrance (other than restrictions arising pursuant to applicable securities laws), and has the absolute and unrestricted right, power and capacity to surrender and exchange the Warrants being exchanged by it pursuant to this Agreement, free and clear of any lien, pledge, restriction or other encumbrance. It is not a party to or bound by, and the Warrants being exchanged by it pursuant to this Agreement are not subject to, any agreement, understanding or other arrangement (i) granting any option, warrant or right of first refusal with respect to such Warrants to any person, (ii) restricting its right to surrender and exchange such Warrants as contemplated by this Agreement, or (iii) restricting any other of its rights with respect to such Warrants.

(c) Neither it nor any of its affiliates nor any person acting on behalf of or for the benefit of any of the forgoing, has paid or given, or agreed to pay or give, directly or indirectly, any commission or other remuneration (within the meaning of Section 3(a)(9) and the rules and regulations of the Commission promulgated thereunder) for soliciting the Exchange.

(4) The obligation of the Company and the Warrantholders to consummate the transactions contemplated by this Agreement is subject to the Company's acceptance of the tender of 65% or more of the outstanding Public Warrants in the Exchange Offer.

(5) 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 New York.

(6) 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 Warrantholders 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.

(7) 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.

[SIGNATURE PAGE FOLLOWS]

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

Warrantholders:

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

Signature Page to Warrant Exchange Agreement

Acknowledged and agreed to:

Company:

Organogenesis Holdings Inc.

By: /s/ Timothy M. Cunningham

Name: Timothy M. Cunningham

Title: Chief Financial Officer

Signature Page to Warrant Exchange Agreement

SCHEDULE I

<u>Warrantholder</u>	<u>Warrants to be Exchanged</u>
Avista Capital Partners IV, L.P.	2,055,510
Avista Capital Partners (Offshore) IV, L.P.	2,044,490
Total	4,100,000

Restrictive Legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL, IS AVAILABLE.