

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

SCHEDULE TO

(Rule 14d-100)

**Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934**

ORGANOGENESIS HOLDINGS INC.

(Name of Subject Company (Issuer) and Name of Filing Person (Issuer))

Warrants exercisable for Class A Common Stock at an exercise price of \$5.75 per half share
(Title of Class of Securities)

68621F 110

(CUSIP Number of Warrants)

Lori Freedman

Vice President and General Counsel

Organogenesis Holdings Inc.

85 Dan Road

Canton, Massachusetts 02021

(781) 575-0775

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications on Behalf of Filing Persons)

with a copy to:

William R. Kolb

Stacie S. Aarestad

Foley Hoag LLP

155 Seaport Boulevard

Boston, Massachusetts 02210

Tel: (617) 832-1000

CALCULATION OF FILING FEE

Transaction valuation ¹	Amount of filing fee ²
\$12,665,206.68	\$1,535.03

¹ Estimated for purposes of calculating the amount of the filing fee only. Organogenesis Holdings Inc. (the "**Company**") is offering holders of all of the Company's outstanding \$5.75 per half share warrants that were issued in connection with the Company's initial public offering pursuant to a prospectus dated October 10, 2016 (the "**Public Warrants**") the opportunity to exchange such Public Warrants for shares of the Company's Class A common stock, par value \$0.0001 per share (the "**Shares**") by tendering one Public Warrant in exchange for 0.095 Shares. The transaction value was determined by using the average of the high and low prices of the Public Warrants in the over-the-counter market on July 9, 2019, which was \$0.41.

² The amount of the filing fee assumes that all outstanding Public Warrants will be exchanged and is calculated pursuant to Rule 0-11(b) of the Securities Exchange Act of 1934, as amended, which equals \$121.20 for each \$1,000,000 of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: N/A

Filing Party: N/A

Form or Registration No.: N/A

Date Filed: N/A

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

SCHEDULE TO

This Tender Offer Statement on Schedule TO (this “**Schedule TO**”) is filed by Organogenesis Holdings Inc., a Delaware corporation (the “**Company**”). This Schedule TO relates to the offer by the Company to all holders of the Company’s outstanding warrants that were issued in connection with the Company’s initial public offering pursuant to a prospectus dated October 10, 2016 (the “**IPO Prospectus**”), exercisable for shares of the Company’s Class A common stock, par value \$0.0001 per share (the “**Shares**”), which have an exercise price of \$5.75 per half share (the “**Public Warrants**”), to receive 0.095 Shares in exchange for every Public Warrant tendered by the holders thereof (approximately one Share for every 11 Public Warrants tendered). The offer is subject to the terms and conditions set forth in the Offer to Exchange Letter (the “**Offer Letter**”), a copy of which is filed herewith as Exhibit (a)(1)(A), and in the related Letter of Transmittal and Consent, a copy of which is filed herewith as Exhibit (a)(1)(B) (which, together with any amendments or supplements thereto, collectively constitute the “**Offer**”).

This Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4 under the Securities Exchange Act of 1934, as amended. The information in the Offer Letter and the related Letter of Transmittal and Consent is incorporated herein by reference as set forth below.

Item 1. Summary Term Sheet.

The information set forth in the section of the Offer Letter titled “Summary” is incorporated herein by reference.

Item 2. Subject Company Information.

(a) Name and Address. The name of the subject company and the filing person is Organogenesis Holdings Inc., a Delaware corporation. The address of the Company’s principal executive offices is 85 Dan Road, Canton, Massachusetts 02021. The Company’s telephone number is (781) 575-0775.

(b) Securities. The subject class of securities consists of the Company’s outstanding Public Warrants. As of July 9, 2019, there were 30,890,748 Public Warrants outstanding, each of which is exercisable for one-half share of the Company’s ordinary shares, at an exercise price of \$5.75 per one-half share. The actual number of Shares that will be issued will depend on the number of Public Warrants tendered and accepted for exchange and cancelled. If all of the outstanding Public Warrants are tendered and accepted for exchange, an aggregate of approximately 2,934,622 Shares will be issued in connection with the Offer. Public Warrants that are validly tendered and accepted for exchange will be cancelled.

The Offer relates to the Public Warrants issued pursuant to the IPO Prospectus, which trade through the Depository Trust Company. The Offer does not relate to the warrants issued in private placements that occurred contemporaneously with our initial public offering, none of which are currently outstanding. Any and all outstanding Public Warrants issued pursuant to the IPO Prospectus are eligible to be tendered pursuant to the Offer.

(c) Trading Market and Price. The information set forth in the Offer Letter under “The Offer, Section 6. Price Range of Shares and Public Warrants” is incorporated herein by reference.

Item 3. Identity and Background of Filing Person.

(a) Name and Address. The Company is the subject company and the filing person. The business address and telephone number of the Company are set forth under Item 2(a) above.

The names of the executive officers and directors of the Company who are persons specified in Instruction C to Schedule TO are set forth below. The business address for each such person is c/o Organogenesis Holdings Inc., 85 Dan Road, Canton, Massachusetts 02021 and the telephone number for each such person is (781) 575-0775.

<u>Name</u>	<u>Position</u>
Gary S. Gillheeny, Sr.	Director, President and Chief Executive Officer
Timothy M. Cunningham	Chief Financial Officer
Patrick Bilbo	Chief Operating Officer
Lori Freedman	Vice President and General Counsel
Brian Grow	Chief Commercial Officer
Antonio S. Montecalvo	Vice President, Health Policy and Contracting
Howard Walthall	Executive Vice President, Strategy and Market Development
Alan A. Ades	Director
Maurice Ades	Director
Albert Erani	Director
Arthur S. Leibowitz	Director
Wayne Mackie	Director
Glenn H. Nussdorf	Director
Joshua Tamaroff	Director

Item 4. Terms of the Transaction.

The information set forth in the Offer Letter under “The Offer, Sections 1 through 14” is incorporated herein by reference.

The information set forth in the Offer Letter under “The Offer, Section 5.D., Background and Purpose of the Offer—Interests of Directors and Executive Officers” is incorporated herein by reference.

Item 5. Past Contracts, Transactions, Negotiations and Arrangements.

(a) Agreements Involving the Subject Company’s Securities. The information set forth in the Offer Letter under “The Offer and Consent Solicitation, Section 8. Transactions and Agreements Concerning the Company’s Securities” is incorporated herein by reference.

Item 6. Purposes of the Transaction and Plans or Proposals.

(a) Purposes. The information set forth in the Offer Letter under “The Offer and Consent Solicitation, Section 5.C., Background and Purpose of the Offer and Consent Solicitation—Purpose of the Offer” is incorporated herein by reference.

(b) Use of Securities Acquired. The Public Warrants will be retired and cancelled.

(c) Plans. No plans or proposals described in this Schedule TO or in any materials sent to the holders of the Public Warrants in connection with the Offer relate to or would result in the conditions or transactions described in Regulation M-A, Items 1006(c)(1)-(10). The exchange of each Public Warrant pursuant to the Offer will result in the acquisition by the exchanging holder of 0.095 Shares.

Item 7. Source and Amount of Funds or Other Consideration.

(a) Sources of Funds. No funds will be used by the Company in connection with the Offer, other than funds used to pay the expenses of the Offer.

(b) Conditions. Not applicable.

(d) Borrowed funds. Not applicable.

Item 8. Interest in Securities of the Subject Company.

(a) Securities ownership. The information regarding ownership of Public Warrants set forth in the Offer Letter under “The Offer and Consent Solicitation, Section 5.D., Background and Purpose of the Offer and Consent Solicitation—Interests of Directors and Executive Officers” is incorporated herein by reference.

(b) Securities transactions. The information set forth in the Offer Letter under “The Offer, Section 5.D., Background and Purpose of the Offer and Consent Solicitation—Interests of Directors and Executive Officers” is incorporated herein by reference. To the Company’s knowledge after reasonable inquiry none of its officers or directors engaged in any transactions in the Public Warrants required to be disclosed in this Item 8(b).

Item 9. Persons/Assets, Retained, Employed, Compensated or Used.

(a) Solicitations or Recommendations. The information set forth in the Offer Letter under “The Offer, Section 14. The Depositary, Information Agent and Financial Advisor” is incorporated herein by reference. No persons have been directly or indirectly employed, retained or otherwise compensated to make solicitations or recommendations in connection with the Offer, other than certain employees of the Company, none of whom will receive any special or additional compensation in connection with the Offer beyond their normal compensation. See the information set forth on page vi of the Offer Letter.

Item 10. Financial Statements.

(a) Financial Information. Incorporated herein by reference are (i) the Company’s financial statements that were included as Part II, Item 8 in its Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the Securities and Exchange Commission (the “SEC”) on March 18, 2019 (the “Form 10-K”) and (ii) the Company’s financial results for the first quarter ended March 31, 2019, that were included in the Company’s Quarterly Report on Form 10-Q filed with the SEC on May 9, 2019 (the “Form 10-Q”). The Form 10-K and the Form 10-Q are available for review on the SEC’s website at www.sec.gov. In addition, the information set forth in the Offer Letter under “The Offer, Section 10. Financial Information Regarding the Company” is incorporated herein by reference.

(b) Pro Forma Information. Not applicable.

Item 11. Additional Information.

The information set forth in the Offer Letter and the related Letter of Transmittal, copies of which are filed as Exhibits (a)(1)(A) and (a)(1)(B) hereto, respectively, is incorporated herein by reference.

Item 12. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
(a)(1)(A)	Offer to Exchange Letter.
(a)(1)(B)	Letter of Transmittal and Consent (including Guidelines of the Internal Revenue Service for Certification of Taxpayer Identification Number on Substitute Form W-9).
(a)(1)(C)	Form of Notice of Guaranteed Delivery.
(a)(1)(D)	Form of letter to brokers, dealers, commercial banks, trust companies and other nominees.
(a)(1)(E)	Form of letter to be used by brokers, dealers, commercial banks, trust companies and other nominees for their clients.

<u>Exhibit Number</u>	<u>Description</u>
(a)(5)(A)	The Company's Annual Report on Form 10-K for the year ended December 31, 2018 (incorporated herein by reference to the Company's filing with the SEC on March 18, 2019).
(a)(5)(B)	The Amendment to the Company's Annual Report on Form 10-K/A for the year ended December 31, 2018 (incorporated by reference to the Company's filing with the SEC on April 30, 2019).
(a)(5)(C)	Form of press release.
(b)	Not applicable.
(d)(1)	Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K (File No. 001-37906) filed with the SEC on December 11, 2018).
(d)(2)	Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K (File No. 001-37906) filed with the SEC on December 11, 2018).
(d)(3)	Warrant Agreement, dated as of October 10, 2016, between the Company and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 001-37906) filed with the SEC on October 14, 2016).
(d)(4)	Specimen Warrant Certificate (incorporated by reference to Exhibit 4.3 filed with the Form S-1 (File No. 333-213465) filed by the Company on September 2, 2016).
(d)(5)	Controlling Stockholders Agreement dated as of December 10, 2018 by and among ORGO and the Controlling Entities (incorporated by reference to Exhibit 10.36 to the Company's Current Report on Form 8-K (File No. 001-37906) filed with the SEC on December 11, 2018).
(d)(6)	Amended and Restated Registration Rights Agreement dated as of December 10, 2018 among ORGO, Avista Acquisition Corp., Avista Capital Partners Fund IV L.P., Avista Capital Partners Fund IV (Offshore), L.P., and certain holders of Organogenesis Common Stock (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-37906) filed with the SEC on December 11, 2018).
(d)(7)	Stockholders Agreement dated as of December 10, 2018 among ORGO, Avista Capital Partners Fund IV L.P., Avista Capital Partners Fund IV (Offshore), L.P., and certain holders of Organogenesis Common Stock (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K (File No. 001-37906) filed with the SEC on December 11, 2018).
(d)(8)	Form of Warrant Agreement to be entered into by Avista Healthcare Public Acquisition Corp. and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.2 to the Company's Registration Statement on Form S-4/A (File No. 333-227090) filed with the SEC on August 29, 2018).
(d)(9)	Warrant Exchange Agreement dated as of July 9, 2019 by and among ORGO, Avista Capital Partners Fund IV L.P., Avista Capital Partners Fund IV (Offshore), L.P.
(g)	Not applicable.
(h)	Not applicable.

Item 13. Information Required by Schedule 13E-3.

Not applicable.

OFFER TO EXCHANGE
SHARES OF CLASS A COMMON STOCK FOR
ANY AND ALL OUTSTANDING PUBLIC WARRANTS
OF
ORGANOGENESIS HOLDINGS INC.
AND
CONSENT SOLICITATION

THE OFFER PERIOD AND YOUR RIGHT TO WITHDRAW PUBLIC WARRANTS THAT YOU TENDER WILL EXPIRE AT 12:00 MIDNIGHT, EASTERN TIME, ON [●], 2019, UNLESS THE OFFER PERIOD IS EXTENDED. THE COMPANY MAY EXTEND THE OFFER PERIOD AT ANY TIME.

THE OFFER IS BEING MADE SOLELY UNDER THIS OFFER LETTER AND THE RELATED LETTER OF TRANSMITTAL AND CONSENT TO ALL HOLDERS OF WARRANTS.

Organogenesis Holdings Inc., a Delaware corporation (the “*Company*”), is making an offer, upon the terms and conditions in this Offer to Exchange Letter (“*Offer Letter*”) and the related Letter of Transmittal and Consent (which together constitute the “*Offer*”), to all holders of the Company’s issued and outstanding warrants that were issued in connection with our initial public offering pursuant to a prospectus dated October 10, 2016 (the “*IPO Prospectus*”), exercisable for 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 (the “*Public Warrants*”), to exchange during the Offer Period 0.095 Shares for each Public Warrant tendered. The “*Offer Period*” is the period commencing on [●], 2019 and ending at 12:00 midnight, Eastern Time, on [●], 2019, or such later date to which the Company may extend the Offer (the “*Expiration Date*”).

Concurrently with the Offer, we are also soliciting consents (the “*Consent Solicitation*”) from holders of the Public Warrants to amend (the “*Warrant Amendment*”) the warrant agreement (the “*Warrant Agreement*”) that governs all of the Public Warrants to permit the Company to require that each Public Warrant that is outstanding upon the closing of the Offer be converted into 0.0855 Shares, which is a ratio 10% less than the exchange ratio applicable to the Offer, thus eliminating all of the Public Warrants, as described in this Offer Letter. **We are not seeking consents, and will not accept letters of transmittal to participate in the Offer and consent to the Warrant Amendment, until we have filed a definitive proxy statement with respect to the Consent Solicitation.** If the Warrant Amendment is approved, we will not enter into the Warrant Amendment until at least 20 business days after the definitive proxy statement is sent to holders of Warrants.

One of the conditions to consummation of the Offer (which condition may be waived by the Company, in its sole discretion) is that holders of at least 65% of the outstanding Public Warrants are tendered in the Offer and Consent Solicitation. The execution and delivery of the Letter of Transmittal and Consent will constitute your consent to the Warrant Amendment and will also authorize and direct the Depository (as defined below) to execute and deliver a written consent to the Warrant Amendment on your behalf with respect to all Public Warrants that you tender. You must deliver your consent to the proposed Warrant Amendment in order to participate in the Offer and Consent Solicitation.

Our Shares are listed on The Nasdaq Capital Market (“*Nasdaq*”) under the symbol ORGO and our Public Warrants are traded on the over-the-counter market (“*OTC*”) under the symbol ORGOW. On July 9, 2019, the last reported sale prices for the Shares on Nasdaq was \$8.05 and the Public Warrants on OTC was \$0.42. **Public Warrant holders should obtain current market quotations for the Shares and Public Warrants before deciding whether to tender their Public Warrants pursuant to the Offer.**

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The Offer relates to the Public Warrants issued pursuant to the IPO Prospectus, which trade through The Depository Trust Company (“DTC”). The Offer does not relate to the warrants issued by us in private placements that occurred contemporaneously with our initial public offering (the “Private Placement Warrants”), none of which are currently outstanding. Any and all outstanding Public Warrants issued pursuant to the IPO Prospectus are eligible to be tendered pursuant to the Offer. As of July 9, 2019, there were 30,890,748 Public Warrants outstanding.

The Offer is to permit holders of Public Warrants issued pursuant to the IPO Prospectus to tender any and all outstanding Public Warrants at an exchange ratio of 0.095 Shares for each Public Warrant tendered (approximately one Share for every 11 Public Warrants tendered). A holder may tender as few or as many Public Warrants as the holder elects. No fractional Shares will be issued. Public Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Public Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. Holders are also entitled to exercise their Public Warrants during the Offer Period in accordance with the terms of the Public Warrant.

You may tender some or all of your Public Warrants on these terms.

If you elect to tender Public Warrants in response to the Offer and Consent Solicitation, please follow the instructions in this Offer Letter and the related documents, including the Letter of Transmittal and Consent. If you wish to exercise your Public Warrants in accordance with their terms, please follow the instructions for exercise included in the Public Warrants.

If you tender Public Warrants, you may withdraw your tendered Public Warrants at any time before the Expiration Date and retain them on their current terms or amended terms if the Warrant Amendment is approved, by following the instructions in this Offer Letter. In addition, tendered Public Warrants that are not accepted by us for exchange by [●], 2019, may thereafter be withdrawn by you until such time as the Public Warrants are accepted by us for exchange. If you withdraw the tender of your public warrants, your consent to the Warrant Amendment will be withdrawn as a result.

Investing in the Shares involves a high degree of risk. See “The Offer, Section 13. Forward-Looking Statements; Risk Factors” for a discussion of information that you should consider before tendering Public Warrants in the Offer.

The Offer and Consent Solicitation will commence on [●], 2019 (the date the materials relating to the Offer and Consent Solicitation are first sent to the Public Warrant holders) and end on the Expiration Date.

A detailed discussion of the Offer and Consent Solicitation is contained in this Offer Letter. We may amend or terminate the Offer and Consent Solicitation at any time with requisite notice, as further described in this Offer Letter. Holders of Public Warrants are strongly encouraged to read this entire package of materials, and the publicly-filed information about the Company referenced herein, as well as any supplemental disclosure regarding the Offer before making a decision regarding the Offer and Consent Solicitation.

THE COMPANY’S BOARD OF DIRECTORS HAS APPROVED THE OFFER AND CONSENT SOLICITATION. HOWEVER, NONE OF THE COMPANY, ITS DIRECTORS, OFFICERS OR EMPLOYEES, NOR CONTINENTAL STOCK TRANSFER & TRUST COMPANY, THE DEPOSITARY FOR THE OFFER (“CST” OR THE “DEPOSITARY”), MORROW SODALI, THE INFORMATION AGENT FOR THE OFFER (THE “INFORMATION AGENT”), OR CREDIT SUISSE SECURITIES (USA) LLC, THE COMPANY’S FINANCIAL ADVISOR (“CREDIT SUISSE” OR THE “FINANCIAL ADVISOR”), MAKES ANY RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER PUBLIC WARRANTS OR CONSENT TO THE WARRANT AMENDMENT. EACH HOLDER OF A PUBLIC WARRANT MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER SOME OR ALL OF HIS, HER OR ITS PUBLIC WARRANTS AND CONSENT TO THE WARRANT AMENDMENT.

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Neither the U.S. Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of the Offer Letter or passed upon the merits or fairness of the Offer Letter or the accuracy or adequacy of the disclosure in this Offer Letter or the Letter of Transmittal. Any representation to the contrary is a criminal offense.

IMPORTANT PROCEDURES

If you want to tender some or all of your Public Warrants, you must do one of the following before the Expiration Date:

- if your Public Warrants are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and have the nominee tender your Public Warrants for you, which typically can be done electronically;
- if you hold Public Warrant certificates in your own name, complete and sign the Letter of Transmittal according to its instructions, and deliver the Letter of Transmittal, together with any required signature guarantee, the certificates for your Public Warrants and any other documents required by the Letter of Transmittal, to CST; or
- if you are an institution participating in DTC, called the “book-entry transfer facility” in this Offer Letter, tender your Public Warrants according to the procedure for book-entry transfer described under “The Offer, Section 2. Procedure for Tendering Public Warrants.”

If you want to tender your Public Warrants, but:

- your certificates for the Public Warrants are not immediately available or cannot be delivered to the Depository; or
- you cannot comply with the procedure for book-entry transfer; or
- your other required documents cannot be delivered to the Depository before the expiration of the Offer,

then you can still tender your Public Warrants if you comply with the guaranteed delivery procedure described under “The Offer, Section 2. Procedure for Tendering Public Warrants.”

TO TENDER YOUR PUBLIC WARRANTS, YOU MUST CAREFULLY FOLLOW THE PROCEDURES DESCRIBED IN THIS OFFER LETTER, THE LETTER OF TRANSMITTAL AND THE OTHER DOCUMENTS DISCUSSED HEREIN RELATED TO THE OFFER.

NO FRACTIONAL SHARES WILL BE ISSUED. PUBLIC WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF PUBLIC WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

PUBLIC WARRANTS NOT EXCHANGED FOR SHARES WILL EXPIRE IN ACCORDANCE WITH THEIR TERMS ON DECEMBER 10, 2023 AND OTHERWISE REMAIN SUBJECT TO THEIR ORIGINAL TERMS, UNLESS THE WARRANT AMENDMENT IS APPROVED AND THE COMPANY ELECTS TO REQUIRE THAT ALL OUTSTANDING PUBLIC WARRANTS BE CONVERTED INTO SHARES.

THE OFFER RELATES TO THE PUBLIC WARRANTS ISSUED PURSUANT TO THE IPO PROSPECTUS, WHICH TRADE THROUGH DTC. ANY AND ALL OUTSTANDING PUBLIC WARRANTS ARE ELIGIBLE TO BE TENDERED PURSUANT TO THE OFFER. AS OF JULY 9, 2019, THERE WERE 30,890,748 PUBLIC WARRANTS OUTSTANDING.

IT IS THE COMPANY’S CURRENT INTENTION NOT TO CONDUCT ANOTHER OFFER TO EXCHANGE WARRANTS FOR SHARES. HOWEVER, THE COMPANY RESERVES THE RIGHT TO DO SO IN THE FUTURE, AS WELL AS TO EXERCISE ITS ABILITY TO REDEEM THE WARRANTS IF AND WHEN IT IS PERMITTED TO DO SO PURSUANT TO THE TERMS OF THE WARRANTS.

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If you have any questions or need assistance, you should contact Morrow Sodali, the Information Agent for the Offer (the “**Information Agent**”). You may request additional copies of this Offer Letter, the Letter of Transmittal or the Notice of Guaranteed Delivery from the Information Agent. The Information Agent may be reached at:

Morrow Sodali LLC
470 West Avenue—3rd Floor
Stamford, CT 06902

Individuals, please call toll-free: (800) 662-5200
Banks and brokerage firms, please call: (203) 658-9400
Email: ORGO.info@morrrowsodali.com

The address of the Depositary is:

Continental Stock Transfer & Trust Company
1 State Street- 30th Floor
New York, NY 10004
Attention: Corporate Actions/Organogenesis

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We are not making the Offer to, and will not accept any tendered Public Warrants from, Public Warrant holders in any jurisdiction where it would be illegal to do so. However, we may, at our discretion, take any actions necessary for us to make the Offer to Public Warrant holders in any such jurisdiction.

You should rely only on the information contained in this Offer Letter and in the Letter of Transmittal or to which we have referred you. We have not authorized anyone to provide you with information or to make any representation in connection with the Offer other than those contained in this Offer Letter or in the Letter of Transmittal. If anyone makes any recommendation or gives any information or representation regarding the Offer, you should not rely upon that recommendation, information or representation as having been authorized by us, our board of directors, the Depositary or the Information Agent for the Offer or our Financial Advisor. You should not assume that the information provided in the Offer is accurate as of any date other than the date as of which it is shown, or if no date is otherwise indicated, the date of this Offer Letter.

We are relying on Section 3(a)(9) of the Securities Act of 1933, as amended (the "*Securities Act*"), to exempt the Offer from the registration requirements of the Securities Act. We are also relying on Section 18(b)(4)(E) of the Securities Act to exempt the Offer from the registration and qualification requirements of state securities laws. We have no contract, arrangement or understanding relating to the payment of, and will not, directly or indirectly, pay, any commission or other remuneration to any broker, dealer, salesperson, agent or any other person for soliciting tenders in the Offer. In addition, none of the Depositary, the Information Agent, the Financial Advisor or any broker, dealer, salesperson, agent or any other person is engaged or authorized to express any statement, opinion, recommendation or judgment with respect to the relative merits and risks of the Offer. Our officers, directors and regular employees may solicit tenders from holders of the Public Warrants and will answer inquiries concerning the terms of the Offer, but they will not receive additional compensation for soliciting tenders or answering any such inquiries.

SUMMARY

Unless otherwise stated in this Offer Letter, references to “we,” “our,” “us,” or the “Company” refer to Organogenesis Holdings Inc. An investment in our Shares involves risks. You should carefully consider the information provided under the heading “Forward-Looking Statements; Risk Factors” beginning on page 30.

The Company	Organogenesis Holdings Inc., a Delaware corporation. Our principal executive offices are located at 85 Dan Road, Canton, Massachusetts 02021. Our telephone number is (781) 575-0775.
The Public Warrants	As of July 9, 2019, the Company had 30,890,748 Public Warrants outstanding. Each Public Warrant is exercisable for one half of one Share at an exercise price of \$5.75. By their terms, the Public Warrants will expire on December 10, 2023, unless sooner exercised or redeemed by the Company in accordance with the terms of the Public Warrants. The Offer relates to the Public Warrants issued pursuant to the IPO Prospectus, which trade through DTC. Any and all outstanding Public Warrants are eligible to be tendered pursuant to the Offer.
The Shares	As of July 9, 2019, the Company had 91,340,165 shares of Class A Common Stock outstanding and no shares of Class B Common Stock outstanding. The Shares issuable upon exchange of the Public Warrants pursuant to the Offer represent approximately 3.21% of our outstanding Shares as of July 9, 2019.
Market Price of the Shares and the Public Warrants	Our Shares are listed on the Nasdaq Capital Market under the symbol ORGO. The Public Warrants are listed on the over-the-counter market under the symbol ORGOW. On July 9, 2019, the last reported sale prices for the Shares on Nasdaq was \$8.05 and the Public Warrants on OTC was \$0.42.
The Offer	<p>The Offer is to permit holders of Public Warrants issued pursuant to the IPO Prospectus to tender any and all outstanding Public Warrants at an exchange ratio of 0.095 Shares for each Public Warrant tendered (approximately one Share for every 11 Public Warrants tendered). A holder may tender as few or as many Public Warrants as the holder elects. Public Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Public Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. Holders may also exercise their Public Warrants during the Offer Period in accordance with the terms of the Public Warrant. See “The Offer, Section 1. General Terms.”</p> <p>The Shares to be exchanged for the Public Warrants have not been registered with the SEC. As described elsewhere in this Offer Letter, the issuance of the Shares upon exchange of the Public Warrants is exempt from the registration requirements of the Securities Act</p>

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pursuant to Section 3(a)(9) thereof. The Shares that you receive in the Offer will be freely-tradable, except by persons who are considered to be our affiliates, as that term is defined in the Securities Act.

The Consent Solicitation

In order to tender the Public Warrants in the Offer and Consent Solicitation, holders are required to consent (by executing the letter of transmittal and consent or requesting that their broker or nominee consent on their behalf) to an amendment to the Warrant Agreement governing the Public Warrants as set forth in the Warrant Amendment attached as [Annex A](#). If approved, the Warrant Amendment would permit the Company to require that each Public Warrant that is outstanding upon the closing of the Offer be converted into 0.0855 Shares, which is a ratio 10% less than the exchange ratio applicable to the Offer, thus eliminating all of the Public Warrants. **We are not seeking consents, and will not accept letters of transmittal to participate in the Offer and consent to the Warrant Amendment, until we have filed a definitive proxy statement with respect to the Consent Solicitation.** If the Warrant Amendment is approved, we will not enter into the Warrant Amendment until at least 20 business days after the definitive proxy statement is sent to holders of Warrants.

Reasons for the Offer

The Offer and Consent Solicitation is being made to all holders of Public Warrants. The purpose of the Offer and Consent Solicitation is to reduce the number of Shares that would become outstanding upon the exercise of Public Warrants. See “The Offer, Section 5.C. Background and Purpose of the Offer—Purpose of the Offer.”

Expiration Date of Offer

12:00 midnight, Eastern Time, on [●], 2019, or such later date to which we may extend the Offer. All Public Warrants and related paperwork must be received by the Depository by this time, as instructed herein. See “The Offer, Section 11. Conditions; Termination; Waivers; Extensions; Amendments.”

Withdrawal Rights

If you tender your Public Warrants and change your mind, you may withdraw your tendered Public Warrants at any time until the Expiration Date, as described in greater detail under “The Offer, Section 3. Withdrawal Rights.”

Participation by Executive Officers and Directors

To our knowledge, none of our directors or executive officers beneficially own Public Warrants, and therefore, will not participate in the Offer.

For more information, see “The Offer, Section 5.D. Background and Purpose of the Offer—Interests of Directors and Executive Officers.”

Conditions of the Offer

The conditions of the Offer are:

- i. there shall not have been instituted, threatened in writing or be pending any action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer, that is, or is

reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer;

ii. no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects;

iii. in our reasonable judgment, there shall not have occurred or be reasonably likely to occur, any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs; and

iv. there shall not have occurred:

a. any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets;

b. any material adverse change in the price of the Shares in U.S. securities or financial markets;

c. a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States;

d. any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions; or

e. a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.

v. at least 65% of the Public Warrants (which is the minimum number required to amend the Warrant Agreement) are tendered in the Offer and Consent Solicitation.

The foregoing conditions are solely for our benefit, and we may assert one or more of the conditions regardless of the circumstances giving rise to any such conditions. We may also, in our sole and absolute discretion, waive these conditions in whole or in part, subject to the potential requirement to disseminate additional information and extend the Offer, as described under “The Offer, Section 11.

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Conditions; Termination; Waivers; Extensions; Amendments.” The determination by us as to whether any condition has been satisfied shall be conclusive and binding on all parties. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed a continuing right which may be asserted at any time and from time to time prior to the Expiration Date.

We may terminate the Offer if any of the conditions of the Offer are not satisfied prior to the Expiration Date. See “The Offer, Section 11. Conditions; Termination; Waivers; Extensions; Amendments.”

Fractional Shares

No fractional Shares will be issued. Public Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Public Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. See “The Offer, Section 1.B. General Terms—Partial Tender Permitted.”

Board of Directors’ Recommendation

Our board of directors has approved the Offer and Consent Solicitation. However, none of the Company, its directors, officers or employees, nor the Depository, the Information Agent or the Financial Advisor makes any recommendation as to whether to tender Public Warrants. You must make your own decision as to whether to tender some or all of your Public Warrants. See “The Offer, Section 1.C. General Terms—Board Approval of the Offer; No Recommendation; Holder’s Own Decision.”

How to Tender Public Warrants

To tender your Public Warrants, you must complete the actions described herein under “The Offer, Section 2. Procedure for Tendering Public Warrants” before the Offer expires.

Questions or Assistance

Please direct questions or requests for assistance, or for additional copies of this Offer Letter, Letter of Transmittal or other materials to the Information Agent. The contact information for the Information Agent is located on the back cover of this Offer Letter.

THE OFFER

Risks of Participating In the Offer

Participation in the Offer involves a number of risks, including, but not limited to, the risks identified in Section 13 below. Holders should carefully consider these risks and are urged to speak with their personal financial, investment and/or tax advisors as necessary before deciding whether to participate in the Offer. In addition, we strongly encourage you to read this Offer Letter in its entirety and review the documents referred to in Sections 8, 10, 13 and 15.

1. GENERAL TERMS

The Offer is to permit holders of Public Warrants issued pursuant to the IPO Prospectus to tender any and all outstanding Public Warrants at an exchange ratio of 0.095 Shares for each Public Warrant tendered (approximately one Share for every 11 Public Warrants tendered). A holder may tender as few or as many Public Warrants as the holder elects. No fractional Shares will be issued. Public Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Public Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares. Holders may also exercise their Public Warrants during the Offer Period in accordance with the terms of the Public Warrant.

You may tender some or all of your Public Warrants on these terms. **The Offer relates to the Public Warrants issued pursuant to the IPO Prospectus, which trade through DTC. The Offer does not relate to the Private Placement Warrants, none of which are outstanding. Any and all outstanding Public Warrants are eligible to be tendered pursuant to the Offer.** As of July 9, 2019, there were 30,890,748 Public Warrants outstanding.

If you elect to tender Public Warrants in response to the Offer, please follow the instructions in this Offer Letter and the related documents, including the Letter of Transmittal.

If you tender Public Warrants, you may withdraw your tendered Public Warrants before the Expiration Date and retain them on their terms by following the instructions herein.

The Shares to be exchanged for the Public Warrants have not been registered with the SEC. As described elsewhere in this Offer Letter, the issuance of the Shares upon exchange of the Public Warrants is exempt from the registration requirements of the Securities Act pursuant to Section 3(a)(9) thereof. Under current interpretations of the staff of the Division of Corporation Finance of the SEC, securities that are obtained in a Section 3(a)(9) exchange generally assume the same character (*i.e.*, restricted or unrestricted) as the securities that have been surrendered. We are also relying on Section 18(b)(4) (E) of the Securities Act to exempt the Shares from the registration and qualification requirements of state securities laws. **The Shares that you receive in the Offer will be freely-tradable, except by persons who are considered to be our affiliates, as that term is defined in the Securities Act.**

As part of the Offer, we are also soliciting from the holders of the Public Warrants their consent to the amendment of the Warrant Agreement. If approved, the Warrant Amendment would permit the Company to require that each Public Warrant that is outstanding upon the closing of the Offer be converted into 0.0855 Shares, which is a ratio 10% less than the exchange ratio applicable to the Offer, thus eliminating all of the Public Warrants. A copy of Warrant Amendment is attached hereto as [Annex A](#). We urge that you carefully read the Warrant Amendment in its entirety. Pursuant to the terms of the Warrant Agreement, the consent of holders of at least 65% of the outstanding Public Warrants is required to approve the Warrant Amendment.

Holders who tender Public Warrants in the Offer will automatically be deemed, without any further action, to have given their consent to approval of the Warrant Amendment (effective upon our acceptance of the Public Warrants tendered). The consent to the Warrant Amendment is a part of the letter of transmittal relating to the Public Warrants.

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You cannot tender any Public Warrants in the Offer without giving your consent to the Warrant Amendment. Thus, before deciding whether to tender any Public Warrants, you should be aware that a tender of Public Warrants may result in the approval of the Warrant Amendment.

We are not seeking consents, and will not accept letters of transmittal to participate in the Offer and consent to the Warrant Amendment, until we have filed a definitive proxy statement with respect to the Consent Solicitation. If the Warrant Amendment is approved, we will not enter into the Warrant Amendment until at least 20 business days after the definitive proxy statement is sent to holders of Public Warrants.

A. Period of Offer

The Offer and Consent Solicitation will only be open for a period beginning on [●], 2019 and ending on the Expiration Date. We expressly reserve the right, in our sole discretion, at any time or from time to time, prior to the Expiration Date, to extend the period of time during which the Offer and Consent Solicitation is open. There can be no assurance, however, that we will exercise our right to extend the Offer and Consent Solicitation.

B. Partial Tender Permitted

If you choose to participate in the Offer, you may tender less than all of your Public Warrants pursuant to the terms of the Offer.

HOLDERS MAY ALSO EXERCISE THEIR PUBLIC WARRANTS DURING THE OFFER PERIOD IN ACCORDANCE WITH THE TERMS OF THE PUBLIC WARRANTS.

C. Board Approval of the Offer; No Recommendation; Holder's Own Decision

THE COMPANY'S BOARD OF DIRECTORS HAS APPROVED THE OFFER AND THE CONSENT SOLICITATION. HOWEVER, NONE OF THE COMPANY, ITS DIRECTORS, OFFICERS OR EMPLOYEES, NOR THE DEPOSITARY, THE INFORMATION AGENT OR THE FINANCIAL ADVISOR, MAKES ANY RECOMMENDATION AS TO WHETHER TO TENDER PUBLIC WARRANTS AND CONSENT TO THE WARRANT AMENDMENT. EACH HOLDER OF A PUBLIC WARRANT MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER SOME OR ALL OF HIS, HER OR ITS PUBLIC WARRANTS AND CONSENT TO THE WARRANT AMENDMENT.

D. Extensions of the Offer

We expressly reserve the right, in our sole discretion, and at any time or from time to time, prior to the Expiration Date, to extend the period of time during which the Offer and Consent Solicitation is open. There can be no assurance, however, that we will exercise our right to extend the Offer and Consent Solicitation. If we extend the Offer and Consent Solicitation, we will give notice of such extension by press release or other public announcement no later than 9:00 a.m., Eastern Time, on the next business day after the previously scheduled Expiration Date of the Offer and Consent Solicitation.

2. PROCEDURE FOR TENDERING PUBLIC WARRANTS

A. Proper Tender of Public Warrants

To validly tender Public Warrants pursuant to the Offer, a properly completed and duly executed Letter of Transmittal or photocopy thereof, together with any required signature guarantees, must be received by the Depositary at its address set forth on the last page of this document prior to the Expiration Date. The method of delivery of all required documents is at the option and risk of the tendering Public Warrant holders. If delivery is by mail, the Company recommends registered mail with return receipt requested (properly insured). In all cases, sufficient time should be allowed to assure timely delivery.

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In the Letter of Transmittal, the tendering Public Warrant holder must: (i) set forth his, her or its name and address; (ii) set forth the number of Public Warrants tendered; and (iii) set forth the number of the Public Warrant certificate(s) representing such Public Warrants.

Where Public Warrants are tendered by a registered holder of the Public Warrants who has completed either the box entitled “Special Issuance Instructions” or the box entitled “Special Delivery Instructions” on the Letter of Transmittal, all signatures on the Letters of Transmittal must be guaranteed by an “Eligible Institution.”

An “Eligible Institution” is a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an “eligible guarantor institution,” as that term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”).

If the Public Warrants are registered in the name of a person other than the signer of the Letter of Transmittal, the Public Warrants must be endorsed or accompanied by appropriate instruments of assignment, in either case signed exactly as the name(s) of the registered owner(s) appear on the Public Warrants, with the signature(s) on the Public Warrants or instruments of assignment guaranteed.

A tender of Public Warrants pursuant to the procedures described below in this Section 2 will constitute a binding agreement between the tendering holder and the Company upon the terms and subject to the conditions of the Offer.

ALL DELIVERIES IN CONNECTION WITH THE OFFER, INCLUDING A LETTER OF TRANSMITTAL AND PUBLIC WARRANTS, MUST BE MADE TO THE DEPOSITARY OR THE BOOK-ENTRY TRANSFER FACILITY.

NO DELIVERIES SHOULD BE MADE TO THE COMPANY, AND ANY DOCUMENTS DELIVERED TO THE COMPANY WILL NOT BE FORWARDED TO THE DEPOSITARY OR THE BOOK-ENTRY TRANSFER FACILITY AND THEREFORE WILL NOT BE DEEMED TO BE PROPERLY TENDERED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

BOOK-ENTRY DELIVERY. The Depositary will establish an account for the Public Warrants at DTC for purposes of the Offer, within two business days after the date of this Offer Letter. Any financial institution that is a participant in DTC’s system may make book-entry delivery of Public Warrants by causing DTC to transfer such Public Warrants into the Depositary’s account in accordance with DTC’s procedure for such transfer. Even though delivery of Public Warrants may be effected through book-entry transfer into the Depositary’s account at DTC, a properly completed and duly executed Letter of Transmittal (or copy thereof), with any required signature guarantee, or an Agent’s Message (as defined below), and any other required documentation, must in any case be transmitted to and received by the Depositary at its address set forth on the last page of this Offer Letter prior to the Expiration Date, or the guaranteed delivery procedures set forth herein must be followed. Delivery of the Letter of Transmittal (or other required documentation) to DTC does not constitute delivery to the Depositary. The term “Agent’s Message” means a message, transmitted by DTC to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC exchanging the Public Warrants that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against the participant. The term “Book-Entry Confirmation” means a timely confirmation of a book-entry transfer of Public Warrants into the Depositary’s account at DTC.

PUBLIC WARRANTS HELD IN STREET NAME. If Public Warrants are held through a direct or indirect DTC participant, such as a broker, dealer, commercial bank, trust company or other financial intermediary, you must instruct that holder to tender your Public Warrants on your behalf. A letter of instructions is included in these

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materials, and as an exhibit to the Schedule TO. The letter may be used by you to instruct a custodian to tender and deliver Public Warrants on your behalf.

Unless the Public Warrants being tendered are delivered to the Depositary by 12:00 midnight, Eastern Time, on [●], 2019 (the Expiration Date) accompanied by a properly completed and duly executed Letter of Transmittal or a properly transmitted Agent's Message, the Company may, at its option, treat such tender as invalid. Issuance of Shares upon tender of Public Warrants will be made only against the valid tender of Public Warrants.

GUARANTEED DELIVERY. If you want to tender your Public Warrants pursuant to the Offer, but (i) your Public Warrants are not immediately available, (ii) the procedure for book-entry transfer cannot be completed on a timely basis, or (iii) time will not permit all required documents to reach the Depositary prior to the Expiration Date, you can still tender your Public Warrants, if all of the following conditions are met:

- (a) the tender is made by or through an Eligible Institution;
- (b) the Depositary receives by hand, mail, overnight courier or fax, prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form the Company has provided with this Offer Letter (with signatures guaranteed by an Eligible Institution); and
- (c) the Depositary receives, within two Nasdaq trading days after the date of its receipt of the Notice of Guaranteed Delivery:
 - (1) the certificates for all tendered Public Warrants, or confirmation of receipt of the Public Warrants pursuant to the procedure for book-entry transfer as described above; and
 - (2) a properly completed and duly executed Letter of Transmittal (or copy thereof), or any Agent's Message in the case of a book-entry transfer, and any other documents required by the Letter of Transmittal.

In any event, the issuance of Shares for Public Warrants tendered pursuant to the Offer and accepted pursuant to the Offer will be made only after timely receipt by the Depositary of Public Warrants, properly completed and duly executed Letter(s) of Transmittal and any other required documents.

B. Conditions of the Offer

The conditions of the Offer are:

- i. there shall not have been instituted, threatened in writing or be pending any action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer, that is, or is reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer;
- ii. no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects;
- iii. in our reasonable judgment, there shall not have occurred or be reasonably likely to occur, any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs; and

- iv. there shall not have occurred:
 - a. any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets;
 - b. any material adverse change in the price of the Shares in U.S. securities or financial markets;
 - c. a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States;
 - d. any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions; or
 - e. a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.
- v. at least 65% of the Public Warrants (which is the minimum number required to amend the Warrant Agreement) are tendered in the Offer and Consent Solicitation.

The foregoing conditions are solely for our benefit, and we may assert one or more of the conditions regardless of the circumstances giving rise to any such conditions. We may also, in our sole and absolute discretion, waive these conditions in whole or in part, subject to the potential requirement to disseminate additional information and extend the Offer, as described under “The Offer, Section 11. Conditions; Termination; Waivers; Extensions; Amendments.” The determination by us as to whether any condition has been satisfied shall be conclusive and binding on all parties. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed a continuing right which may be asserted at any time and from time to time prior to the Expiration Date.

We may terminate the Offer if any of the conditions of the Offer are not satisfied prior to the Expiration Date. See “The Offer, Section 11. Conditions; Termination; Waivers; Extensions; Amendments.”

C. Determination of Validity

All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for exchange of any tenders of Public Warrants will be determined by the Company, in its sole discretion, and its determination will be final and binding, subject to the judgment of any court that might provide otherwise. The Company reserves the absolute right, subject to the judgment of any court that might provide otherwise, to reject any or all tenders of Public Warrants that it determines are not in proper form or reject tenders of Public Warrants that may, in the opinion of the Company’s counsel, be unlawful. The Company also reserves the absolute right, subject to the judgment of any court that might provide otherwise, to waive any defect or irregularity in any tender of Public Warrants. Neither the Company nor any other person will be under any duty to give notice of any defect or irregularity in tenders, nor will any of them incur any liability for failure to give any such notice.

D. Tender Constitutes an Agreement

A tender of Public Warrants made pursuant to any method of delivery set forth herein will also constitute an acknowledgement by the tendering Public Warrant holder that: (i) the Offer is discretionary and may be extended, modified, suspended or terminated by us as provided herein; (ii) such Public Warrant holder is voluntarily participating in the Offer; (iii) the future value of our Public Warrants is unknown and cannot be predicted with certainty; (iv) such Public Warrant holder has read this Offer Letter; (v) such Public Warrant holder has consulted his, her or its tax and financial advisors with regard to how the Offer will impact the tendering Public Warrant holder’s specific situation; (vi) any foreign exchange obligations triggered by such

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Public Warrant holder's tender of Public Warrants or receipt of Shares are solely his, her or its responsibility; and (vii) regardless of any action that we take with respect to any or all income/capital gains tax, social security or insurance tax, transfer tax or other tax-related items ("**Tax Items**") related to the Offer and the disposition of Public Warrants, such Public Warrant holder acknowledges that the ultimate liability for all Tax Items is and remains his, her or its sole responsibility. In that regard, a tender of Public Warrants authorizes us to withhold all applicable Tax Items potentially payable by a tendering Public Warrant holder. Our acceptance for payment of Public Warrants tendered pursuant to the Offer will constitute a binding agreement between the tendering Public Warrant holder and us upon the terms and subject to certain conditions of the Offer.

E. Signature Guarantees

Except as otherwise provided below, all signatures on a Letter of Transmittal by a person residing in or tendering Public Warrants in the United States must be guaranteed by an Eligible Institution. Signatures on a Letter of Transmittal need not be guaranteed if (i) the Letter of Transmittal is signed by the registered holder of the Public Warrant(s) tendered therewith and such holder has not completed the box entitled "Special Delivery Instructions" or "Special Issuance Instructions" in the Letter of Transmittal; or (ii) such Public Warrant(s) are tendered for the account of an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

3. WITHDRAWAL RIGHTS

Tenders of Public Warrants made pursuant to the Offer may be rescinded at any time prior to the Expiration Date. Thereafter, such tenders are irrevocable. If the Company extends the period of time during which the Offer is open for any reason, then, without prejudice to the Company's rights under the Offer and in a manner compliant with Rule 14e-1(c) of the Exchange Act, the Company may retain all Public Warrants tendered and tenders of such Public Warrants may not be rescinded, except as otherwise provided in this Section 3. Notwithstanding the foregoing, tendered Public Warrants may also be withdrawn if the Company has not accepted the Public Warrants for exchange by the 40th business day after the initial commencement of the Offer.

To be effective, a written notice of withdrawal must be timely received by the Depository at its address identified in this Offer Letter. Any notice of withdrawal must specify the name of the holder who tendered the Public Warrants for which tenders are to be withdrawn and the number of Public Warrants to be withdrawn. If the Public Warrants to be withdrawn have been delivered to the Depository, a signed notice of withdrawal must be submitted to the Depository prior to release of such Public Warrants. In addition, such notice must specify the name of the registered holder (if different from that of the tendering Public Warrant holder). Withdrawal may not be cancelled, and Public Warrants for which tenders are withdrawn will thereafter be deemed not validly tendered for purposes of the Offer. However, Public Warrants for which tenders are withdrawn may be tendered again by following one of the procedures described in Section 2 at any time prior to the Expiration Date.

A holder of Public Warrants desiring to withdraw tendered Public Warrants previously delivered through DTC should contact the DTC participant through which such holder holds his, her or its Public Warrants. In order to withdraw previously tendered Public Warrants, a DTC participant may, prior to the Expiration Date, withdraw its instruction previously transmitted through DTC's ATOP procedures by (i) withdrawing its acceptance, or (ii) delivering to the Depository by mail, hand delivery or fax, a notice of withdrawal of such instruction. The notices of withdrawal must contain the name and number of the DTC participant. A withdrawal of an instruction must be executed by a DTC participant as such DTC participant's name appears on its transmission to which such withdrawal relates. A DTC participant may withdraw a tendered Public Warrant only if such withdrawal complies with the provisions described in this paragraph.

A holder who tendered his, her or its Public Warrants other than through DTC should send written notice of withdrawal to the Depository specifying the name of the Public Warrant holder who tendered the Public Warrants being withdrawn. All signatures on a notice of withdrawal must be guaranteed by a Medallion Signature

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Guarantor; provided, however, that signatures on the notice of withdrawal need not be guaranteed if the Public Warrants being withdrawn are held for the account of an Eligible Institution. Withdrawal of a prior Public Warrant tender will be effective upon receipt of the notice of withdrawal by the Depository. Selection of the method of notification is at the risk of the Public Warrant holder, and notice of withdrawal must be timely received by the Depository.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by the Company, in its sole discretion, which determination will be final and binding, subject to the judgment of any court that might provide otherwise. Neither the Company nor any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal or incur any liability for failure to give any such notification, subject to the judgment of any court that might provide otherwise.

4. ACCEPTANCE OF PUBLIC WARRANTS AND ISSUANCE OF SHARES

Upon the terms and subject to the conditions of the Offer, we will accept for exchange Public Warrants validly tendered as of the Expiration Date. The Shares to be issued will be delivered promptly following the Expiration Date. In all cases, Public Warrants will only be accepted for exchange pursuant to the Offer after timely receipt by the Depository of a properly completed and duly executed Letter of Transmittal (or copy thereof), or any Agent's Message in the case of a book-entry transfer, and any other documents required by the Letter of Transmittal.

For purposes of the Offer, the Company will be deemed to have accepted for exchange Public Warrants that are validly tendered and for which tenders are not withdrawn, unless the Company gives written notice to the Public Warrant holder of its non-acceptance prior to the Expiration Date.

If you tender Public Warrants pursuant to the Offer, and you are not an affiliate of the Company, you will receive unlegended Shares, which will be freely tradable.

5. BACKGROUND AND PURPOSE OF THE OFFER

A. Information Concerning Organogenesis Holdings Inc.

Organogenesis Holdings Inc. (f/k/a Avista Healthcare Public Acquisition Corp ("**AHPAC**")) was originally incorporated as a Cayman Islands exempted company in December 2015 as a special purpose acquisition company, formed for the purpose of effecting a merger, share exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more target businesses. On October 14, 2016, AHPAC consummated its initial public offering, following which its shares began trading on the Nasdaq Capital Market. On December 10, 2018, in a transaction referred to as the "Business Combination," AHPAC re-domesticated as a Delaware corporation and consummated a business combination with Organogenesis Inc. ("**Organogenesis**"). In connection with the closing of the Business Combination, AHPAC changed its name to "Organogenesis Holdings Inc." and its trading symbols on Nasdaq from "AHPA," and "AHPAW," to "ORGO" and "ORGOW" for its Shares and Public Warrants, respectively.

We are a leading regenerative medicine company focused on the development, manufacture and commercialization of solutions for the Advanced Wound Care and Surgical & Sports Medicine markets. Our products have been shown through clinical and scientific studies to support and in some cases accelerate tissue healing and improve patient outcomes. We are advancing the standard of care in each phase of the healing process through multiple breakthroughs in tissue engineering and cell therapy. Our solutions address large and growing markets driven by aging demographics and increases in comorbidities such as diabetes, obesity, cardiovascular and peripheral vascular disease and smoking. We offer our differentiated products and in-house customer support to a wide range of health care customers including hospitals, wound care centers, government facilities, ambulatory surgery centers and physician offices. Our mission is to provide integrated healing solutions that substantially improve medical outcomes and the lives of patients while lowering the overall cost of care.

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Our principal executive offices are located at 85 Dan Road, Canton, Massachusetts 02021, and our telephone number is (781) 575-0775.

B. Establishment of Offer Terms; Approval of the Offer

Our board of directors approved this Offer and Consent Solicitation and the exchange ratio and other terms of this Offer and Consent Solicitation. The board of directors set the exchange ratio in order to provide the holders of the Public Warrants with an incentive to exchange the Public Warrants, without resulting in the issuance of a number of Shares that the board considered to be overly dilutive. The board believed that the exchange ratio provides holders of the Public Warrants with an incentive to exchange the Public Warrants for Shares because, based on recent trading prices of the Shares and Public Warrants, the market value of one Share is greater than that of 19 Public Warrants, and holders who exchange Public Warrants, which are currently out of the money, will receive a more liquid security.

C. Purpose of the Offer

The Offer and Consent Solicitation is being made to all holders of Public Warrants. The purpose of the Offer is to reduce the number of Shares that would become outstanding upon the exercise of Public Warrants. The Company's board of directors believes that by allowing holders of Public Warrants to exchange one Public Warrant for 0.095 Shares, the Company can potentially reduce, or eliminate, the substantial number of Shares that would be issuable upon exercise of the Public Warrants, thus providing investors and potential investors with greater certainty as to the Company's capital structure. For example, if all of the outstanding Public Warrants were validly tendered in the Offer, the Company would issue approximately 2,934,622 Shares in exchange for such tendered Public Warrants. However, if all of the outstanding Public Warrants were exercised for Shares pursuant to the terms of the Public Warrants, the Company would issue 15,445,374 Shares in such exercise. The Public Warrants acquired pursuant to the exchange will be retired and cancelled. The Offer is not made pursuant to a plan to periodically increase any securityholder's proportionate interest in the assets or earnings and profits of the Company.

D. Interests of Directors and Executive Officers

The names of the executive officers and directors of the Company are set forth below. The business address for each such person is: c/o Organogenesis Holdings Inc., 85 Dan Road, Canton, Massachusetts 02021 and the telephone number for each such person is (781) 575-0775.

<u>Name</u>	<u>Position</u>
Gary S. Gillheeney, Sr.	Director, President and Chief Executive Officer
Timothy M. Cunningham	Chief Financial Officer
Patrick Bilbo	Chief Operating Officer
Lori Freedman	Vice President and General Counsel
Brian Grow	Chief Commercial Officer
Antonio S. Montecalvo	Vice President, Health Policy and Contracting
Howard Walthall	Executive Vice President, Strategy and Market Development
Alan A. Ades	Director
Maurice Ades	Director
Albert Erani	Director
Arthur S. Leibowitz	Director
Wayne Mackie	Director
Glenn H. Nussdorf	Director
Joshua Tamaroff	Director

As of July 9, 2019, the Company had 91,340,165 outstanding shares of Class A Common Stock, no outstanding shares of Class B Common Stock and 30,890,748 outstanding Public Warrants. The Shares issuable upon

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exchange of the outstanding Public Warrants pursuant to the Offer represent approximately 3.21% of our outstanding Shares as of July 9, 2019.

To our knowledge, none of our directors or executive officers beneficially own Public Warrants.

The Company does not beneficially own any Public Warrants.

Except as set forth below we have not and, to the best of our knowledge, none of our current directors, executive officers or any person holding a controlling interest in us has, engaged in any transactions involving the Public Warrants during the 60-day period prior to the date of this Offer Letter.

NONE OF THE COMPANY OR ANY OF ITS DIRECTORS, OFFICERS OR EMPLOYEES, OR THE DEPOSITARY, THE INFORMATION AGENT OR THE FINANCIAL ADVISOR MAKES ANY RECOMMENDATION TO ANY HOLDER OF PUBLIC WARRANTS AS TO WHETHER TO EXERCISE SOME OR ALL OF THEIR PUBLIC WARRANTS. EACH HOLDER OF PUBLIC WARRANTS MUST MAKE HIS OR HER OWN DECISION AS TO WHETHER TO EXERCISE THEIR PUBLIC WARRANTS.

E. Plans, Proposals or Negotiations

Except as set forth below in Section 8 hereunder, there are no present plans, proposals or negotiations by the Company that relate to or would result in:

- any extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- a purchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company;
- any change in the present board of directors or management of the Company, including, but not limited to, any plans or proposals to change the number or the term of directors, to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer;
- any other material change in the Company's corporate structure or business;
- any class of equity security of the Company being delisted from a national securities exchange;
- any class of equity security of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;
- the suspension of the Company's obligation to file reports pursuant to Section 15(d) of the Exchange Act;
- the acquisition by any person of additional securities of the subject company, or the disposition of securities of the subject company; or
- changes in the Company's Certificate of Incorporation or Bylaws or other governing instruments or other actions that could impede the acquisition of control of the Company by any person.

THE COMPANY'S BOARD OF DIRECTORS HAS APPROVED THE OFFER AND CONSENT SOLICITATION. HOWEVER, NONE OF THE COMPANY, ITS DIRECTORS, OFFICERS OR EMPLOYEES, NOR THE DEPOSITARY, OR THE INFORMATION AGENT OR THE FINANCIAL ADVISOR, MAKES ANY RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER ANY PUBLIC WARRANTS AND CONSENT TO THE WARRANT AMENDMENT. EACH HOLDER OF A PUBLIC WARRANT MUST MAKE HIS, HER OR ITS OWN DECISION AS TO WHETHER TO TENDER SOME OR ALL OF HIS, HER OR ITS PUBLIC WARRANTS AND CONSENT TO THE WARRANT AMENDMENT.

6. PRICE RANGE OF SHARES AND PUBLIC WARRANTS

Our Shares are listed on Nasdaq under the symbol ORGO and our Public Warrants are listed on OTC under the symbol ORGOW. Prior to December 10, 2018, our Shares and Public Warrants were listed on Nasdaq under the symbols AHPA and AHPAW, respectively. On July 9, 2019, the last reported sale prices for the Shares on Nasdaq was \$8.05 and the Public Warrants on OTC was \$0.42.

The Company recommends that holders consider current market quotations for the Shares and the Public Warrants, among other factors, before deciding whether or not to tender their Public Warrants.

	Shares(1)		Public Warrants(1)	
	High	Low	High	Low
	\$	\$	\$	\$
Fiscal 2016				
Fourth Quarter	N/A	N/A	N/A	N/A
Fiscal 2017				
First Quarter	10.18	9.75	0.54	0.45
Second Quarter	9.89	9.79	0.50	0.20
Third Quarter	10.05	9.78	0.47	0.33
Fourth Quarter	10.05	9.28	0.40	0.28
Fiscal 2018				
First Quarter	10.07	9.80	0.51	0.25
Second Quarter	10.20	9.80	0.47	0.30
Third Quarter	10.40	9.95	0.45	0.12
Fourth Quarter(2)	10.87	9.467	0.25	0.10
Fiscal 2019				
First Quarter	310.90	6.28	0.75	0.14
Second Quarter	9.14	6.38	0.50	0.21
Third Quarter (through July 9, 2019)	8.35	7.60	0.57	0.40

(1) Beginning on November 29, 2016.

(2) The Business Combination was consummated on December 10, 2018. Thereafter, our common stock and Public Warrants began trading under the ticker symbols "ORGO" and "ORGOW," respectively.

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The table below indicates the implied Public Warrant value at various hypothetical stock prices based on the exchange ratio of 0.095 Shares per Public Warrant. The implied Public Warrant value is calculated by multiplying the prices per Share in the table below by the exchange ratio. The stock prices below are included for illustrative purposes only and there can be no assurance that the Shares will trade at such prices prior to, at or after the expiration of the Offer.

Price per Share	Implied Public Warrant Value
\$8.00	\$0.76
\$8.20	\$0.78
\$8.40	\$0.80
\$8.60	\$0.82
\$8.80	\$0.84
\$9.00	\$0.86
\$9.20	\$0.87
\$9.40	\$0.89
\$9.60	\$0.91
\$9.80	\$0.93
\$10.00	\$0.95
\$10.20	\$0.97
\$10.40	\$0.99
\$10.60	\$1.01
\$10.80	\$1.03
\$11.00	\$1.04
\$11.20	\$1.06
\$11.40	\$1.08
\$11.60	\$1.10
\$11.80	\$1.12
\$12.00	\$1.14

7. SOURCE AND AMOUNT OF FUNDS

Because this transaction is an offer to holders to exchange their existing Public Warrants for Shares, there is no source of funds or other cash consideration being paid by the Company to those tendering Public Warrants. We will use our existing funds to pay expenses associated with the Offer and Consent Solicitation.

8. TRANSACTIONS AND AGREEMENTS CONCERNING THE COMPANY'S SECURITIES

Except as described herein, none of the Company or, to our knowledge, any of our affiliates, directors or executive officers, is a party to any contract, arrangement, understanding or agreement with any other person relating, directly or indirectly, to the Offer or with respect to any of our securities, including any contract, arrangement, understanding or agreement concerning the transfer or the voting of the securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies, consents or authorizations.

Warrant Agreement

In connection with our initial public offering and the appointment of a warrant agent for the Public Warrants, we entered into a warrant agreement (the "**Warrant Agreement**") with CST on October 10, 2016. The Warrant Agreement provides for the various terms, restrictions and governing provisions that dictate all of the terms of the Public Warrants.

PIPE Warrant Agreement and PIPE Warrant Exchange Agreement

In connection with the closing of the Business Combination, we issued 9,022,741 shares of our Common Stock and 4,100,000 warrants to purchase one-half of one share of our Common Stock at an exercise price of \$5.75 per half share (the “**PIPE Warrants**”), to 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 the terms of a subscription agreement dated as of August 17, 2018 by and between us and the PIPE Investors, for an aggregate purchase price of \$46,000,000 in a private placement. In connection with the sale and issuance of the PIPE Warrants, we entered into a warrant agreement (the “**PIPE Warrant Agreement**”) with CST, as warrant agent. The PIPE Warrant Agreement provides for the various terms, restrictions and governing provisions that dictate all of the terms of the PIPE Warrants, which are substantially similar to the Public Warrants except that: (i) the PIPE Warrant Agreement can only be amended by the holders of 65% of the PIPE Warrants, (ii) the PIPE Warrants cannot be redeemed pursuant to the terms of the PIPE Warrant Agreement so long as they are held by the PIPE Investors or their permitted transferees, (iii) the PIPE Warrants are not registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and (iv) the PIPE Warrants are not traded on OTC. On July 12, 2019, we entered into a Warrant Exchange Agreement with the PIPE Investors pursuant to which, the PIPE Investors agreed to exchange their PIPE Warrants at the same exchange ratio offered to the Public Warrant holders. The exchange of the PIPE Warrants by the PIPE Investors will occur following our acceptance of any Public Warrants tendered in connection with this Offer. This transaction is exempt from registration under Section 3(a)(9) of the Securities Act, as no commission or other remuneration will be paid or given directly or indirectly for soliciting such transaction.

Amended and Restated Registration Rights Agreement

On December 10, 2018, in connection with the closing of our Business Combination, we entered into an Amended and Restated Registration Rights Agreement with certain of our stockholders including certain of our directors, officers and affiliates, in respect of the shares of our Class A common stock and warrants to purchase shares of our Class A common stock issued in connection with the closing of a private placement concurrent with the closing of the Business Combination. These stockholders (and their permitted transferees) are entitled to certain registration rights described in the Amended and Restated Registration Rights Agreement, including, among other things, customary registration rights, including demand and piggy-back rights, subject to cut-back provisions. We will bear the expenses incurred in connection with the filing of any such registration statements, other than certain underwriting discounts, selling commissions and expenses related to the sale of shares. On December 24, 2018, we filed a re-sale registration statement on Form S-3 pursuant to the terms of the Amended and Restated Registration Rights Agreement, which was declared effective on February 12, 2019.

Stockholders Agreement

On December 10, 2018, in connection with the closing of our Business Combination, we entered in a Stockholders Agreement with certain of our stockholders whereby, among other things, the PIPE Investors are provided the right to designate one director nominee and one observer to our board of directors. Pursuant to the terms of the Stockholders Agreement at any time that and for so long as the PIPE Investors collectively own at least 7.5% of the outstanding shares of our capital stock that are then entitled to vote generally in the election of directors, certain rights accrue to the PIPE Investors. Those rights include the right to designate one individual for election to our board of directors, which individual shall be included as part of our slate of directors, and the right to have one person designated by the PIPE Investors to attend all meetings of our board of directors and any committees thereof as an observer, with such observer to receive the materials relevant to such meeting as provided to our directors or members of the applicable committee. The terms of the Stockholders Agreement also provide the PIPE Investors certain customary rights to receive information about us, including information necessary to assist each of the PIPE Investors in preparing its tax returns, customary rights to examine our books and records and request copies of financial statements and other corporate documents and correspondences.

Controlling Stockholders Agreement

On December 10, 2018, in connection with the closing of our Business Combination, we entered into a Controlling Stockholders Agreement with Alan A. Ades, Albert Erani and Glenn H. Nussdorf, members of our board of directors, together with Dennis Erani, Starr Wisdom and certain of their respective affiliates (collectively, the “**Controlling Entities**”). The Controlling Stockholders Agreement, among other things, provides the Controlling Entities with the right to nominate an aggregate of four directors to our board of directors, with two directors to be designated by Alan A. Ades, one director to be designated by Albert Erani and one director to be designated by Glenn H. Nussdorf. The nomination rights shall exist for so long as each individual (or, in the case of Albert Erani, collectively with Dennis Erani) beneficially owns at least 7.5% of the outstanding shares of our common stock. The Controlling Entities also agreed to vote their shares of our common stock in support of such nominees, and to appoint each of Alan A. Ades, Albert Erani and Glenn H. Nussdorf as his or her attorney-in-fact in connection with the matters contemplated by the Controlling Stockholders Agreement.

Other Agreements and Transactions

The Company has retained CST to act as the Depository, Morrow Sodali to act as the Information Agent and Credit Suisse to act as Financial Advisor. Directors, officers and employees of either us or our affiliates or the Information Agent may contact holders of Public Warrants by hand, mail or telephone regarding the Offer and may request brokers, dealers and other nominees to forward the Offer Letter and related materials to beneficial owners of the Public Warrants. Such directors, officers and employees will not be specifically compensated for providing such services. CST and Morrow Sodali will receive reasonable and customary compensation for their respective services in connection with the Offer, plus reimbursement for out-of-pocket expenses, and will be indemnified by the Company against certain liabilities and expenses in connection therewith.

We have no contract, arrangement or understanding relating to the payment of, and will not, directly or indirectly, pay, any commission or other remuneration to any broker, dealer, salesperson, agent or any other person for soliciting tenders in the Offer.

9. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information with respect to beneficial ownership of our common stock as of July 9, 2019, by:

- each person or entity, or group of affiliated persons or entities, known by us to beneficially own more than 5% of our common stock;
- each of our directors;
- each of our named executive officers; and
- all of our executive officers and directors as a group.

Beneficial ownership is determined in accordance with the rules of the SEC. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to options or warrants held by that person that are currently exercisable or exercisable within 60 days of July 9, 2019 are deemed outstanding, but are not deemed outstanding for computing the percentage ownership of any other person. To our knowledge, except as set forth in the footnotes to this table and subject to applicable community property laws, each person named in the table has sole voting and investment power with respect to the shares set forth opposite such person’s name.

Each stockholder’s percentage ownership is determined in accordance with Rule 13d-3 under the Exchange Act and is based on 91,340,165 shares of our common stock outstanding as of July 9, 2019. The number of

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outstanding shares beneficially owned by each stockholder below was obtained from the most recent publicly filed information, as applicable.

Name and Address of Beneficial Owner(1)	Number of Shares	Right to Acquire	Total	Percentage of Shares Outstanding
Organo PFG LLC and affiliated entities(2)	34,986,622	—	34,986,622	38.3%
Avista Capital Partners IV, L.P. and affiliated entities(3)	15,561,473	2,050,000	17,611,473	18.9%
Controlling Entities(4)	67,846,723	—	67,846,723	74.3%
Gary S. Gillheeny, Sr.(5)	—	3,338,219	3,338,219	3.5%
Alan A. Ades(6)	44,466,394	—	44,466,394	48.7%
Maurice Ades	—	—	—	—
Albert Erani(7)	38,654,337	—	38,654,337	42.3%
Arthur S. Leibowitz	—	—	—	—
Wayne Mackie	—	—	—	—
Glenn H. Nussdorf(8)	14,838,663	—	14,838,663	16.2%
Joshua Tamaroff	—	—	—	—
Lori Freedman(9)	—	16,240	16,240	*
Howard Walthall(10)	—	166,910	166,910	*
All directors and executive officers as a group (14 individuals)(11)	63,104,516	4,299,901	67,404,417	70.5%

* Less than one percent.

- (1) Unless otherwise indicated, the business address of each of the individuals is c/o Organogenesis Holdings Inc., 85 Dan Road, Canton, Massachusetts 02021.
- (2) Consists of (i) 32,134,638 shares of ORGO Class A common stock held by Organo PFG LLC and (ii) 2,851,984 shares of ORGO Class A common stock held by Organo Investors LLC. Alan A. Ades and Albert Erani are managing members of Organo PFG LLC and managers of Organo Investors LLC and they share voting and investment power over the shares of ORGO Class A common stock held by each entity. Each of Mr. Ades and Mr. Erani disclaim beneficial ownership of the shares of ORGO Class A common stock held by each of Organo PFG LLC and Organo Investors LLC, except to the extent of his pecuniary interest therein. The address of each of the foregoing is c/o A&E Stores, Inc., 1000 Huyler Street, Teterboro, NJ 07608.
- (3) Consists of: (i) 7,801,651 shares of ORGO Class A common stock held by Avista Capital Partners IV, L.P., (ii) 7,759,822 shares of ORGO Class A common stock held by Avista Capital Partners IV (Offshore), L.P., (iii) 1,027,755 shares of ORGO Class A common stock which may be purchased by exercising warrants held by held by Avista Capital Partners IV, L.P. and (iv) 1,022,245 shares of ORGO Class A common stock which may be purchased by exercising warrants held by held by Avista Capital Partners IV (Offshore), L.P. Avista Capital Managing Member IV, LLC exercises voting and dispositive power over the shares held by Avista Capital Partners IV, L.P. and Avista Capital Partners IV (Offshore), L.P. Voting and disposition decisions at Avista Capital Managing Member IV, LLC are made by an investment committee, the members of which are Thompson Dean, David Burgstahler, Robert Girardi and Sriram Venkataraman. None of the foregoing persons has the power individually to vote or dispose of any shares; however, Messrs. Dean and Burgstahler have veto rights over the voting and disposition of any shares. Mr. Dean and Mr. Burgstahler each disclaims beneficial ownership of all such shares, except to the extent of his pecuniary interest. The address of each of the foregoing is c/o Avista Capital Partners, 65 E. 55th Street, 18th Floor, New York, New York 10022.
- (4) Alan A. Ades, Albert Erani, Glenn H. Nussdorf, Dennis Erani, Starr Wisdom and certain of their respective affiliates, including Organo PFG LLC, Organo Investors LLC, Dennis Erani 2012 Issue Trust, Alan Ades as Trustee of the Alan Ades 2014 GRAT, Albert Erani Family Trust dated 12/29/2012, GN 2016 Family Trust u/a/d August 12, 2016 and GN 2016 Organo 10-Year GRAT u/a/d September 30, 2016, who we refer to collectively as the Controlling Entities, control a majority of the voting power of ORGO's outstanding ORGO Class A common stock. The Controlling Entities reported that they hold their shares of our stock as

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part of a group (as defined in Section 13(d)(3) of the Exchange Act) for the purposes of reporting beneficial ownership of ORGO's securities in Schedule 13D filed on December 20, 2018.

- (5) Consists of 3,338,219 shares of ORGO Class A common stock underlying stock options that are exercisable as of July 9, 2019 or will become exercisable within 60 days after such date.
- (6) Consists of (i) 7,989,993 shares of ORGO Class A common stock, (ii) 1,489,779 shares of ORGO Class A common stock held by Alan Ades as Trustee of the Alan Ades 2014 GRAT, (iii) 32,134,638 shares of ORGO Class A common stock held by Organo PFG LLC and (iv) 2,851,984 shares of ORGO Class A common stock held by Organo Investors LLC. Mr. Ades exercises voting and investment power over the shares of ORGO Class A common stock held by Alan Ades as Trustee of the Alan Ades 2014 GRAT, Organo PFG LLC and Organo Investors LLC. Mr. Ades disclaims beneficial ownership of the shares of ORGO Class A common stock held by each of Alan Ades as Trustee of the Alan Ades 2014 GRAT, Organo PFG LLC and Organo Investors LLC, except to the extent of his pecuniary interest therein. The address of each of the foregoing is c/o A&E Stores, Inc., 1000 Huyler Street, Teterboro, NJ 07608.
- (7) Consists of (i) 936,516 shares of ORGO Class A common stock, (ii) 2,731,199 shares of ORGO Class A common stock held by the Albert Erani Family Trust dated 12/29/2012, (iii) 32,134,638 shares of ORGO Class A common stock held by Organo PFG LLC and (iv) 2,851,984 shares of ORGO Class A common stock held by Organo Investors LLC. Mr. Erani exercises voting and investment power over the shares of ORGO Class A common stock held by each of the Albert Erani Family Trust dated 12/29/2012, Organo PFG LLC and Organo Investors LLC. Mr. Erani disclaims beneficial ownership of the shares of ORGO Class A common stock held by each of the Albert Erani Family Trust dated 12/29/2012, Organo PFG LLC and Organo Investors LLC, except to the extent of his pecuniary interest therein. The address of each of the foregoing is c/o A&E Stores, Inc., 1000 Huyler Street, Teterboro, NJ 07608.
- (8) Consists of (i) 2,658,663 shares of ORGO Class A common stock, (ii) 1,167,250 shares of ORGO Class A common stock held by GN 2016 Family Trust u/a/d August 12, 2016 and (iii) 11,012,750 shares of ORGO Class A common stock held by GN 2016 Organo 10-Year GRAT u/a/d September 30, 2016. Mr. Nussdorf exercises voting and investment power over the shares of ORGO Class A common stock held by each of GN 2016 Family Trust u/a/d August 12, 2016 and GN 2016 Organo 10-Year GRAT u/a/d September 30, 2016. Mr. Nussdorf disclaims beneficial ownership of the shares of ORGO Class A common stock held by each of GN 2016 Family Trust u/a/d August 12, 2016 and GN 2016 Organo 10-Year GRAT u/a/d September 30, 2016, except to the extent of his pecuniary interest therein. The address of each of the foregoing is 35 Sawgrass Drive, Bellport, NY 11713.
- (9) Consists of 16,240 shares of ORGO Class A common stock underlying stock options that are exercisable as of July 9, 2019 or will become exercisable within 60 days after such date.
- (10) Consists of 166,910 shares of ORGO Class A common stock underlying stock options that are exercisable as of July 9, 2019 or will become exercisable within 60 days after such date.
- (11) Consists of (i) 63,104,516 shares of ORGO Class A common stock and (ii) 4,299,901 shares of ORGO Class A common stock underlying stock options that are exercisable as of July 9, 2019 or will become exercisable within 60 days after such date. As to disclaimers of beneficial ownership, see footnotes (2), (6), (7) and (8) above.

10. FINANCIAL INFORMATION REGARDING THE COMPANY

The financial information included under Part II, Item 8 in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 (the "**2018 10-K**") and under Part I, Item 1 in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2019 (the "**2019 Q1 10-Q**") is incorporated herein by reference. The full text of all such filings with the SEC, as well as other documents we have filed with the SEC prior to, or will file with the SEC subsequent to, the filing of the Tender Offer Statement on Schedule TO can be accessed electronically on the SEC's website at www.sec.gov.

The following table shows summary historical financial information of the Company for the periods and as of the dates indicated. The summary historical consolidated financial information of the Company was derived from the audited historical consolidated financial statements of the Company included in Part II, Item 8 in the 2018 10-K

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(other than the historical statements of operations data for the fiscal year ended December 31, 2015 and the balance sheet data as of December 31, 2016 and 2015 which are derived from audited consolidated financial statements of the Company not included in the 2018 10-K) and the unaudited financial statements of the Company included in Part I, Item 1 in the 2019 Q1 10-Q. The following summary historical financial information should be read in conjunction with our consolidated financial statements and related notes in Part II, Item 8 of the 2018 10-K and Part I, Item I of the 2019 Q1 10-Q and with our “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, Item 7 of the 2018 10-K and Part I, Item 2 of the 2019 Q1 10-Q. Our historical results are not necessarily indicative of results to be expected for any future period.

	Three Months Ended March 31, 2019	Year Ended December 31			
		2018	2017	2016	2015
(in thousands, except share and per share data)					
Consolidated Statement of Operations Data:					
Net revenue	\$ 57,123	\$ 193,449	\$ 198,508	\$ 138,732	\$ 98,975
Cost of goods sold	16,980	68,808	61,220	48,201	46,450
Gross profit	40,143	124,641	137,288	90,531	52,525
Operating expenses:					
Selling, general and administrative	48,893	161,961	133,717	93,029	68,174
Research and development	3,371	10,742	9,065	6,277	3,882
Write-off of deferred offering costs	—	3,494	—	—	—
Total operating expenses	52,264	176,197	142,782	99,306	72,056
Loss from operations	(12,121)	(51,556)	(5,494)	(8,775)	(19,531)
Other income (expense), net:					
Interest expense	(1,797)	(10,853)	(8,139)	(5,627)	(3,487)
Interest income	19	64	129	153	139
Change in fair value of warrants	—	(469)	(1,037)	(737)	—
Loss on the extinguishment of debt	(1,862)	(2,095)	—	—	—
Other income (expense), net	132	162	(9)	285	277
Total other income (expense), net	(3,508)	(13,191)	(9,056)	(5,926)	(3,071)
Net loss before income taxes	(15,629)	(64,747)	(14,550)	(14,701)	(22,602)
Income tax (expense) benefit	(37)	(84)	7,025	(65)	177
Net loss	(15,666)	(64,831)	(7,525)	(14,766)	(22,425)
Net income from non-controlling interest in affiliates	—	—	863	2,221	1,836
Net loss attributable to Organogenesis Holdings Inc.	\$ (15,666)	\$ (64,831)	\$ (8,388)	\$ (16,987)	\$ (24,261)
Net loss per common share—basic and diluted	\$ (0.17)	\$ (0.94)	\$ (0.14)	\$ (0.27)	\$ (0.38)
Weighted average common shares outstanding—basic and diluted	90,604,107	69,318,456	63,876,767	63,196,067	62,861,896

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	As of March 31, 2019	As of December 31			
		2018	2017	2016	2015
Consolidated Balance Sheet Data:					
Cash and cash equivalents	\$ 30,561	\$ 21,291	\$ 2,309	\$ 1,778	\$ 1,139
Working capital(1)	32,755	4,743	(2,233)	(132)	(3,367)
Total assets	176,453	163,678	148,722	103,858	105,700
Total liabilities	143,894	116,637	157,277	119,837	102,186
Total Organogenesis Holdings Inc. stockholders' (deficit) equity	32,559	47,041	(15,317)	(15,979)	3,514

(1) We define working capital as current assets less current liabilities.

Book value per share

Our book value per common share as of March 31, 2019 was \$0.36.

11. CONDITIONS; TERMINATION; WAIVERS; EXTENSIONS; AMENDMENTS

The conditions of the Offer are:

i. there shall not have been instituted, threatened in writing or be pending any action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Offer, that is, or is reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer;

ii. no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Offer or materially impair the contemplated benefits to us of the Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects;

iii. in our reasonable judgment, there shall not have occurred or be reasonably likely to occur, any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs; and

iv. there shall not have occurred:

- a. any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets;
- b. any material adverse change in the price of the Shares in U.S. securities or financial markets;
- c. a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States;
- d. any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions; or
- e. a commencement or significant worsening of a war or armed hostilities or other national or international calamity, including but not limited to, catastrophic terrorist attacks against the United States or its citizens.

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v. at least 65% of the Public Warrants (which is the minimum number required to amend the Warrant Agreement) are tendered in the Offer and Consent Solicitation.

The foregoing conditions are solely for our benefit, and we may assert one or more of the conditions regardless of the circumstances giving rise to any such conditions. We may also, in our sole and absolute discretion, waive these conditions in whole or in part, subject to the potential requirement to disseminate additional information and extend the Offer and Consent Solicitation, as described below. The determination by us as to whether any condition has been satisfied shall be conclusive and binding on all parties. The failure by us at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed a continuing right which may be asserted at any time and from time to time prior to the Expiration Date.

We may terminate the Offer and Consent Solicitation if any of the conditions of the Offer are not satisfied prior to the Expiration Date. In the event that we terminate the Offer and Consent Solicitation, all Public Warrants tendered by a Public Warrant holder in connection with the Offer will be returned to such Public Warrant holder and the Public Warrants will expire in accordance with their terms on December 10, 2023 and will otherwise remain subject to their original terms, including the redemption provisions.

Subject to applicable securities laws and the terms and conditions set forth in this Offer Letter, we expressly reserve the right (but will not be obligated), at any time or from time to time, prior to the Expiration Date, regardless of whether or not any of the events set forth above shall have occurred or shall have been determined by us to have occurred, to (a) waive any and all conditions of the Offer and Consent Solicitation, (b) extend the Offer and Consent Solicitation, or (c) otherwise amend the Offer and Consent Solicitation in any respect. The rights reserved by us in this paragraph are in addition to our rights to terminate the Offer and Consent Solicitation described above. Irrespective of any amendment to the Offer and Consent Solicitation, all Public Warrants previously tendered pursuant to the Offer and Consent Solicitation and not accepted for exchange or withdrawn will remain subject to the Offer and Consent Solicitation and may be accepted thereafter for exchange by us.

If we materially change the terms of the Offer and Consent Solicitation or the information concerning the Offer and Consent Solicitation, or if we waive a material condition to the Offer and Consent Solicitation, we will disseminate additional information and extend the Offer and Consent Solicitation to the extent required by Exchange Act Rules 13e-4(d)(2) and 13e-4(e)(3). In addition, we may, if we deem appropriate, extend the Offer and Consent Solicitation for any other reason. In addition, if the exchange ratio for Shares to Public Warrants is adjusted, the Offer and Consent Solicitation will remain open at least ten (10) business days from the date we first give notice of such change to Public Warrant holders, by press release or otherwise.

Any extension, amendment or termination of the Offer and Consent Solicitation by us will be followed promptly by a public announcement thereof. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to advertise or otherwise communicate any such announcement other than by making a release to the Dow Jones News Service, Globe Newswire or such other means of public announcement as we deem appropriate.

If for any reason the acceptance for exchange (whether before or after any Public Warrants have been accepted for exchange pursuant to the Offer and Consent Solicitation), or the exchange for, Public Warrants subject to the Offer and Consent Solicitation is delayed or if we are unable to accept for exchange, or exchange for, Public Warrants pursuant to the Offer and Consent Solicitation, then, without prejudice to our rights under the Offer and Consent Solicitation, tendered Public Warrants may be retained by the Depositary on our behalf and may not be withdrawn (subject to Exchange Act Rule 14e-1(c), which requires that an offeror deliver the consideration offered or return the securities deposited by or on behalf of the investor promptly after the termination or withdrawal of a tender offer). In addition to being limited by Exchange Act Rule 14e-1(c), our reservation of the right to delay delivery of the Shares for Public Warrants which we have accepted for exchange pursuant to the Offer and Consent Solicitation is limited by Exchange Act Rule 13e-4(f)(5), which requires that an offeror deliver the consideration offered or return the securities tendered pursuant to a tender offer promptly after

termination or withdrawal of that tender offer. Notwithstanding the foregoing, tendered Public Warrants may also be withdrawn if the Company has not accepted the Public Warrants for exchange by the 40th business day after the initial commencement of the Offer and Consent Solicitation.

Pursuant to Exchange Act Rule 13e-4, we have filed the Schedule TO with the SEC which contains additional information with respect to the Offer and Consent Solicitation. The Schedule TO, including the exhibits and any amendments thereto, may be examined, and copies may be obtained, at the same places and in the same manner as set forth under “Additional Information; Miscellaneous” in this Offer Letter.

12. MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material U.S. federal income tax consequences to holders that own and hold Public Warrants as capital assets, within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “**Code**”), and that exchange Public Warrants for Shares pursuant to the Offer. This discussion does not address all of the tax consequences that may be relevant to a holder based on his, her or its individual circumstances and does not address tax consequences applicable to holders that may be subject to special tax rules, such as: financial institutions; insurance companies; regulated investment companies; tax-exempt organizations; dealers or traders in securities or currencies; holders that actually or constructively own 5% or more of our Shares; holders that hold Public Warrants as part of a position in a straddle or a hedging, conversion or integrated transaction for U.S. federal income tax purposes; holders that have a functional currency other than the U.S. dollar; holders that received their Public Warrants as compensation for the performance of services; or holders that are not U.S. persons (as defined for U.S. federal income tax purposes). Moreover, this summary does not address any state, local or foreign tax consequences or any U.S. federal non-income tax consequences of the exchange of Public Warrants for Shares pursuant to the Offer or, except as discussed herein, any tax reporting obligations of a holder. Holders should consult their tax advisors as to the specific tax consequences to them of the Offer in light of their particular circumstances.

If an entity treated as a partnership for U.S. federal income tax purposes holds Public Warrants, the tax treatment of a partner in the partnership will generally depend on the status of the partner and the activities of the partnership. Holders owning their Public Warrants through a partnership should consult their tax advisors regarding the U.S. federal income tax consequence of exchanging Public Warrants for Shares pursuant to the Offer.

This summary is based on the Code, applicable Treasury regulations, administrative pronouncements and judicial decisions, each as in effect on the date hereof. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations by the Internal Revenue Service (“**IRS**”) or a court, which could affect the tax consequences described herein.

The Company believes that the exchange of Public Warrants for Shares pursuant to the Offer constitutes a value-for-value exchange. Assuming the exchange of Public Warrants for Shares pursuant to the Offer constitutes a value-for-value exchange, the exchange should be treated as a “recapitalization” within the meaning of Section 368(a)(1)(E) of the Code pursuant to which (i) no gain or loss should be recognized on the exchange of Public Warrants for Shares, (ii) a holder’s aggregate tax basis in the Shares received in the exchange should equal the holder’s aggregate tax basis in its Public Warrants surrendered in exchange therefor, and (iii) a holder’s holding period for the Shares received in the exchange should include its holding period for the surrendered Public Warrants. Special tax basis and holding period rules apply to holders that acquired different blocks of Public Warrants at different prices or at different times. Holders should consult their tax advisors as to the applicability of these special rules to their particular circumstances.

Although the Company believes the exchange pursuant to the Offer is a value-for-value transaction, because of the uncertainty inherent in any valuation, there can be no assurance that the IRS or a court would agree. If the IRS or a court were to view the exchange pursuant to the Offer as the issuance of Shares to an exchanging holder having a value in excess of the Public Warrants surrendered by such holder, such excess value could be viewed as a constructive dividend under Section 305 of the Code. Although not free from doubt, it is expected that such

constructive dividend, if any, should be considered a dividend of common stock on common stock, which generally should be nontaxable for most holders.

Holders are urged to consult their personal tax advisors concerning the tax consequences of an exchange pursuant to Offer based on their particular circumstances.

13. FORWARD-LOOKING STATEMENTS; RISK FACTORS

This Offer Letter contains forward-looking statements as defined in Section 27A of the Securities Act and Section 21E of the Exchange Act. Forward looking statements usually relate to future events, conditions and anticipated revenues, earnings, cash flows or other aspects of our operations or operating results. Forward-looking statements are often identified by the words “believes,” “expects,” “intends,” “estimates,” “projects,” “anticipates,” “will,” “plans,” “may,” “should,” or the negative thereof or similar terms. The absence of these words, however, does not mean that these statements are not forward-looking. These are based on our current expectation, belief and assumptions concerning future developments and business conditions and their potential effect on us. While management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future development affecting us will be those that we anticipate.

All of our forward-looking statements involve risks and uncertainties (some of which are significant or beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Known material factors that could cause actual results to differ materially from those contemplated in the forward-looking statements include those set forth in this “Item 12. Forward-Looking Statements; Risk Factors.” We caution you not to place undue reliance on any forward-looking statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any of our forward-looking statements after the date they are made, whether as a result of new information, future events, or otherwise, except to the extent required by law.

An investment in our Shares involves a high degree of risk. In addition to the risks identified below relating to the Offer, please refer to our filings with the SEC, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed on March 18, 2019 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2019, filed on May 9, 2019, for a discussion of risks relating to our business and an investment in our Shares. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations. If any of the matters identified as potential risks materialize, our business could be harmed. In that event, the trading price of our Shares and Public Warrants could decline.

The Warrant Amendment, if approved, will allow us to require that all outstanding Public Warrants be exchanged for Shares.

If we complete the Offer and Consent Solicitation and obtain the requisite approval of the Warrant Amendment by holders of the Public Warrants, the Company will have the right to require holders of all outstanding Public Warrants, including holders who do not wish to participate and did not participate in the Offer, to exchange their Warrants for Shares, at a ratio 10% less than the exchange ratio applicable to the Offer, thus eliminating all of the outstanding Public Warrants.

There is no guarantee that your decision whether to tender your Public Warrants in the Offer will put you in a better future economic position.

We can give no assurance as to the price at which a stockholder may be able to sell his, her or its Shares in the future following the completion of the Offer. If you choose to tender some or all of your Public Warrants in the Offer, certain future events (including, without limitation, those described in “The Offer, Section 5.E, Plans, Proposals or Negotiations”), which may be significant and may happen quickly at any time in the future, may result in you realizing a lower value than you might have realized in the future had you not agreed to exchange

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your Public Warrants. Similarly, if you do not tender your Public Warrants in the Offer, you will continue to bear the risk of ownership of your Public Warrants after the closing of the Offer, and there can be no assurance that you can sell your Public Warrants (or exercise them for Shares) in the future at a higher price than would have been obtained by participating in the Offer or at all. You should carefully review the terms of the Public Warrants, including the Public Warrant Agreement governing the Public Warrants, and consult your own individual tax and/or financial advisor for assistance on how the tender of your Public Warrants may affect your individual situation.

If the Offer is successful, the liquidity of the market for the Public Warrants will be substantially reduced.

If the Offer is successful, the holders of Public Warrants who tender their Public Warrants will receive Shares that are listed on Nasdaq, and the liquidity of the market for any remaining Public Warrants, which are listed on OTC, will be substantially reduced.

There is no assurance that a significant number of Public Warrants will be tendered in the Offer.

There is no assurance that any significant number of Public Warrants will be tendered in the Offer. Moreover, even if a significant number of Public Warrants are tendered in the Offer, there is no assurance that the market price of our Shares will increase. The price of our Shares and the decision of any investors to make an equity investment in the Company are based on numerous material factors, of which the dilutive impact of our outstanding Public Warrants, or overhang, is only one. Eliminating or significantly reducing our Public Warrant overhang will not generate any capital for the Company.

The market price of our Shares will fluctuate, which may adversely affect Public Warrant holders who tender their Public Warrants for Shares.

The market price of our Shares will fluctuate between the date the Offer is commenced, the Expiration Date of the Offer and the date on which Shares are issued to tendering Public Warrant holders. Accordingly, the market price of Shares upon settlement of the Offer could be less than the price at which the Public Warrants could be sold. The Company does not intend to adjust the exchange ratio of Shares for Public Warrants based on any fluctuation in our Share price.

Resales of the additional Shares issued pursuant to the Offer may adversely affect the Share price.

Shares issued in the Offer will be freely tradable, unless held by affiliates. In light of the current trading volume of our Shares, if the holders of the Public Warrants were to sell a significant portion of the Shares obtained from the Offer, such sales could have a negative impact on the trading price of our Shares.

No rulings or opinions have been received as to the tax consequences of the Offer to holders of Public Warrants.

The tax consequences that will result to Public Warrant holders that participate in the Offer are not well defined by the existing authorities. No ruling of any governmental authority and no opinion of counsel has been issued or rendered on these matters. Public Warrant holders must therefore rely on the advice of their own tax advisors in assessing these matters. For a general discussion of certain tax considerations, see “The Offer, Section 12. Material U.S. Federal Income Tax Consequences.”

14. THE DEPOSITARY, INFORMATION AGENT AND FINANCIAL ADVISOR

We have retained Continental Stock Transfer & Trust Company, to act as the Depositary, and Morrow Sodali LLC, to act as the Information Agent, in connection with the Offer. All deliveries, correspondence and questions sent or presented to the Depositary or the Information Agent relating to the Offer should be directed to the

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addresses or telephone numbers set forth on the back cover of this Offer Letter. The Information Agent and the Depositary will receive reasonable and customary compensation for their respective services, will be reimbursed by us for reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

We also retained Credit Suisse Securities (USA) LLC to act as a financial advisor in connection with a financial restructuring of the Company's outstanding warrants. Credit Suisse will only provide customary and permissible services for a financial advisor within the scope of transactions conducted under Section 3(a)(9) of the Securities Act of 1933, as amended, and will not engage, directly or indirectly, in soliciting tenders of Public Warrants pursuant to the Offer.

We will not pay any fees or commissions to brokers, dealers or other persons (other than fees to the Information Agent as described above) for soliciting tenders of Public Warrants pursuant to the Offer. Public Warrant holders holding Public Warrants through a broker, dealer, commercial bank, trust company or other nominee are urged to consult such nominees to determine whether transaction costs may apply if Public Warrant holders tender Public Warrants through such nominees and not directly to the Depositary. We will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies and other nominees for customary mailing and handling expenses incurred by them in forwarding the Offer and related materials to the beneficial owners of Public Warrants held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank, trust company or other nominee has been authorized to act as our agent or the agent of the Information Agent or the Depositary for purposes of the Offer.

15. ADDITIONAL INFORMATION; MISCELLANEOUS

The Company has filed with the SEC a Tender Offer Statement on Schedule TO, of which this Offer Letter is a part. This Offer Letter does not contain all of the information contained in the Schedule TO and the exhibits to the Schedule TO. The Company recommends that holders review the Schedule TO, including the exhibits and the information incorporated by reference in the Schedule TO, and the Company's other materials that have been filed with the SEC before making a decision on whether to accept the Offer, including:

1. The description of the Shares and the Public Warrants in the Company's Registration Statement on Form 8-A filed with the SEC on October 5, 2016 under Section 12(b) of the Exchange Act, as amended by the Form 8-K12G3 filed with the SEC on December 14, 2018.
2. Annual Report on Form 10-K for the fiscal year ended December 31, 2018, filed with the SEC on March 18, 2019.
3. Amendment to Annual Report on Form 10-K/A for the fiscal year ended December 31, 2018, filed with the SEC on April 30, 2019.

Documents we file (but not documents or information deemed to have been furnished and not filed in accordance with the SEC's rules) with the SEC under Section 13(e), 13(c), 14 or 15(d) of the Exchange Act after the date of this Offer Letter will be incorporated by reference in this Offer Letter only upon our filing of a subsequent amendment to the Schedule TO. Any statement contained in this Offer Letter or in a document (or part thereof) incorporated by reference in this Offer Letter shall be considered to be modified or superseded for purposes of this Offer Letter to the extent that a statement contained in any subsequent amendment to this Offer Letter or amendment to the Schedule TO to which this Offer Letter relates modifies or supersedes that statement.

You can obtain any of the documents incorporated by reference in this Offer Letter from the SEC's website at the address described above. You may also request a copy of these filings, at no cost, by writing or telephoning the Information Agent for the Offer at the telephone numbers and address set forth on the back cover of this Offer Letter.

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Each person to whom a copy of this Offer Letter is delivered may obtain a copy of any or all of the referenced documents, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into such documents, at no cost. Requests should be directed to our investor relations representative at:

Organogenesis Holdings Inc.
Attention: Lori Freedman
Vice President and General Counsel
781-575-0775
LFreedman@organo.com

Sincerely,

Organogenesis Holdings Inc.
85 Dan Road
Canton, Massachusetts 02021

The Depositary is Continental Stock Transfer & Trust Company. The Letter of Transmittal and certificates representing Public Warrants, and any other required documents should be sent or delivered by each holder of Public Warrants or such holder's broker, dealer, commercial bank, trust company or other nominee to the Depositary at one of its addresses set forth below.

THE DEPOSITARY FOR THE OFFER IS:



IF DELIVERING BY MAIL, HAND OR COURIER:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
1 State Street- 30th Floor
New York, NY 10004
Attention: Corporate Actions/Organogenesis

THE INFORMATION AGENT FOR THE OFFER IS:

M O R R O W
S O D A L I

470 West Avenue—3rd Floor
Stamford, CT 06902
Individuals, please call toll-free: (800) 662-5200
Banks and brokerage firms, please call: (203) 658-9400
Email: ORGO.info@morrowsodali.com

Any question or request for assistance may be directed to the Information Agent at the address, phone number and email address listed above.

Requests for additional copies of the Offer Letter, the Letter of Transmittal or other documents related to the offer may also be directed to the Information Agent.

AMENDMENT NO. 1 TO WARRANT AGREEMENT

This Amendment (this “**Amendment**”) is made as of [●], 2019 by and between Organogenesis Holdings Inc., a Delaware corporation f/k/a Avista Healthcare Public Acquisition Corp. (the “**Company**”), and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the “**Warrant Agent**”), and constitutes an amendment to that certain Warrant Agreement, dated as of October 10, 2016 (the “**Existing Warrant Agreement**”), between the Company and the Warrant Agent. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Existing Warrant Agreement.

WHEREAS, Section 9.8 of the Existing Warrant Agreement provides that the Company and the Warrant Agent may amend the Existing Warrant Agreement with the written consent of the Registered Holders of 65% of the outstanding Public Warrants;

WHEREAS, the Company desires to amend the Existing Warrant Agreement to provide the Company with the right to require the holders of Public Warrants to exchange all of the outstanding Public Warrants for shares of the Company’s Class A Common Stock, par value \$0.0001 per share, on the terms and subject to the conditions set forth herein; and

WHEREAS, following a consent solicitation undertaken by the Company, the Registered Holders of more than 65% of the outstanding Public Warrants have consented to and approved this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to amend the Existing Warrant Agreement as set forth herein.

1. Amendment of Existing Warrant Agreement. The Existing Warrant Agreement is hereby amended by adding the new Section 6A thereto: “6A Mandatory Exchange.”

6A.1 Company Election to Exchange. Notwithstanding any other provision in this Agreement to the contrary, not less than all of the outstanding Warrants may be exchanged, at the option of the Company, at any time while they are exercisable and prior to their expiration, at the office of the Warrant Agent, upon notice to the Registered Holders of the Warrants, as described in Section 6A.2 below, for shares of Common Stock, at the exchange rate of 0.0855 shares of Common Stock for every Warrant held by the holder thereof (the “**Consideration**”) (subject to equitable adjustment by the Company in the event of any stock splits, stock dividends, recapitalizations or similar transaction with respect to the Common Stock). The aggregate Consideration payable to each former Registered Holder shall be rounded up to the nearest whole Share after multiplying the aggregate number of outstanding Warrants held by such former Registered Holder by the Consideration.

6A.2 Date Fixed for, and Notice of, Exchange. In the event that the Company elects to exchange all of the Warrants, the Company shall fix a date for the exchange (the “**Exchange Date**”). Notice of exchange shall be mailed by first class mail, postage prepaid, by the Company not less than fifteen (15) days prior to the Exchange Date to the Registered Holders of the Warrants at their last addresses as they shall appear on the registration books. Any notice mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Registered Holder received such notice.

6A.3 Exercise After Notice of Exchange. The Warrants may be exercised, for cash (or on a “cashless basis” in accordance with subsection 3.3.1(b) of this Agreement) at any time after notice of redemption shall have been given by the Company pursuant to Section 6A.2 hereof and prior to the Exchange Date. On and after the Exchange Date, the record holder of the Warrants shall have no further rights except to receive, upon surrender of the Warrants, the Consideration.

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2. Miscellaneous Provisions.

2.1 Severability. This Amendment shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Amendment or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Amendment a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

2.2 Applicable Law. The validity, interpretation and performance of this Amendment shall be governed in all respects by the laws of the State of New York, without giving effect to conflict of laws. The parties hereby agree that any action, proceeding or claim against it arising out of or relating in any way to this Amendment shall be brought and enforced in the courts of the State of New York or the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. Each of the parties hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

2.3 Counterparts. This Amendment may be executed in any number of counterparts, and by facsimile or portable document format (pdf) transmission, and each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

2.4 Effect of Headings. The Section headings herein are for convenience only and are not part of this Amendment and shall not affect the interpretation thereof.

2.5 Entire Agreement. The Existing Warrant Agreement, as modified by this Amendment, constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be duly executed as of the date first above written.

ORGANOGENESIS HOLDINGS INC.

By: _____
Name: _____
Title: _____

CONTINENTAL STOCK TRANSFER & TRUST
COMPANY, as Warrant Agent

By: _____
Name: _____
Title: _____

[Signature Page to Warrant Agreement Amendment]

**LETTER OF TRANSMITTAL
TO EXCHANGE PUBLIC WARRANTS
OF
ORGANOGENESIS HOLDINGS INC.
AND CONSENT
PURSUANT TO THE OFFER AND
CONSENT SOLICITATION DATED [●], 2019
THE OFFER PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
EASTERN TIME ON [●], 2019 UNLESS THE OFFER PERIOD IS EXTENDED**

The undersigned represent(s) that I (we) have full authority to surrender without restriction the warrants that were issued in connection with our initial public offering pursuant to a prospectus dated October 10, 2016, exercisable for shares of Organogenesis Holdings Inc. Class A common stock, par value \$0.0001 per share (the “Shares”), at an exercise price of \$5.75 per half Share (the “Public Warrants”) for exchange. You are hereby authorized and instructed to prepare in the name of and deliver to the address indicated below (unless otherwise instructed in the boxes in the following page) a certificate representing Shares for Public Warrants tendered pursuant to this Letter of Transmittal and Consent. Such Shares shall equal 0.095 Shares per Public Warrant tendered, subject to adjustment in the event a fractional Share would be issued, as described in the Offer Letter, dated [●], 2019.

Method of delivery of the Public Warrant(s) is at the option and risk of the owner thereof.
See Instruction 2.

Mail or deliver this Letter of Transmittal and Consent, together with the certificate(s) representing your Public Warrants, to:



IF DELIVERING BY MAIL, HAND OR COURIER:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
1 State Street- 30th Floor
New York, NY 10004
Attention: Corporate Actions/Organogenesis

For assistance call the Information Agent, Morrow Sodali, toll free at (800) 662-5200.

DESCRIPTION OF PUBLIC WARRANTS SURRENDERED

(Please fill in. Attach separate schedule if needed)

<p align="center">Name(s) and Address of Registered Holder(s) If there is any error in the name or address shown below, please make the necessary corrections</p>	<p align="center">DESCRIPTION OF PUBLIC WARRANTS SURRENDERED <i>(Please fill in. Attach separate schedule if needed)</i></p>		
	<p align="center">Certificate Number(s) and/or Book-Entry Account Number(s)</p>	<p align="center">Total Number of Public Warrants Represented by Certificate(s) and/or Book-Entry Account Number(s)</p>	<p align="center">Number of Public Warrants Tendered</p>
	<p>TOTAL PUBLIC WARRANTS TENDERED</p>		

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL AND CONSENT CAREFULLY, INCLUDING THE ACCOMPANYING INSTRUCTIONS

Ladies and Gentlemen:

The undersigned hereby exchanges the below described Public Warrants of Organogenesis Holdings Inc. (the “**Company**”), a Delaware corporation, pursuant to the Company’s Offer to Exchange Letter dated [●], 2019 (the “**Offer Letter**”) and this Letter of Transmittal and Consent (which together constitute the “**Offer**”).

The Board of Directors of the Company has extended the 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 (the “**IPO Prospectus**”), exercisable for 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 (the “**Public Warrants**”) to permit holders of Public Warrants to tender any and all outstanding Public Warrants in exchange for Shares at an exchange ratio of 0.095 Shares for each Public Warrant tendered (approximately one Share for every 11 Public Warrants tendered), subject to adjustment, as described in the Offer Letter.

The Company is also soliciting consents (the “**Consent Solicitation**”) from holders of the Public Warrants to amend the warrant agreement governing the terms of the Public Warrants in order to permit the Company to require that each Public Warrant that is outstanding upon the closing of the Offer be converted into 0.0855 Shares, which is a ratio 10% less than the exchange ratio applicable to the Offer, thus eliminating all of the Public Warrants (as more fully described in the Offer Letter and Consent Solicitation, including Annex A thereto, the “**Warrant Amendment**”). Holders of Public Warrants who desire to tender their Public Warrants pursuant to the Offer are required to consent to the Warrant Amendment. The execution and delivery of this Letter of Transmittal and Consent will constitute a Holder’s consent to the Warrant Amendment and will also authorize and direct the Depository to execute and deliver a written consent to the Warrant Amendment on such Holder’s behalf with respect to all Public Warrants tendered by such Holder. A Holder of Public Warrants may not tender Public Warrants in the Offer without delivering its consent to the Warrant Amendment with respect to all Public Warrants by such Holder.

NO FRACTIONAL SHARES WILL BE ISSUED. PUBLIC WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF PUBLIC WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

PUBLIC WARRANTS NOT EXCHANGED FOR SHARES WILL REMAIN SUBJECT TO THEIR ORIGINAL TERMS AND SHALL EXPIRE ON DECEMBER 10, 2023.

THE OFFER RELATES TO THE PUBLIC WARRANTS ISSUED PURSUANT TO THE IPO PROSPECTUS, WHICH TRADE THROUGH THE DEPOSITORY TRUST COMPANY (“DTC”). ANY AND ALL OUTSTANDING PUBLIC WARRANTS ARE ELIGIBLE TO BE TENDERED PURSUANT TO THE OFFER.

IT IS THE COMPANY’S CURRENT INTENTION NOT TO CONDUCT ANOTHER OFFER TO EXCHANGE PUBLIC WARRANTS FOR SHARES. HOWEVER, THE COMPANY RESERVES THE RIGHT TO DO SO IN THE FUTURE, AS WELL AS TO EXERCISE ITS ABILITY TO REDEEM THE PUBLIC WARRANTS IF AND WHEN IT IS PERMITTED TO DO SO PURSUANT TO THE TERMS OF THE PUBLIC WARRANTS.

Subject to and effective upon acceptance of the tender of the Public Warrants exchanged hereby in accordance with the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), the undersigned hereby agrees to subscribe for the Shares, upon the exchange of one Public Warrant for 0.095 Shares, as indicated on the first page of this Letter of Transmittal and Consent.

The undersigned acknowledges that the undersigned has been advised to consult with its own advisors as to the consequences of participating or not participating in the Offer.

The undersigned hereby represents and warrants to the Company that:

- (a) the undersigned has full power and authority to tender the Public Warrants tendered hereby and subscribe for all of the Shares of the Company which may be received upon exchange of the Public Warrants tendered hereby;
- (b) the undersigned has good, marketable and unencumbered title to the Public Warrants tendered hereby, free and clear of all security interests, liens, restrictions, charges, encumbrances, conditional sales agreements or other obligations relating to their exchange, sale or transfer, and the Public Warrants tendered hereby are not subject to any adverse claim;
- (c) on request, the undersigned will execute and deliver any additional documents the Company deems necessary to complete the exchange of the Public Warrants tendered hereby;
- (d) the undersigned understands that tenders of Public Warrants tendered hereby pursuant to the Offer and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer; and
- (e) the undersigned agrees to all of the terms of the Offer.

All authorities conferred or agreed to be conferred in this Letter of Transmittal and Consent shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy, and legal representatives of the undersigned. Except as stated in the Offer, this tender is irrevocable.

Delivery of this Letter of Transmittal and Consent and all other documents to an address other than as set forth above, does not constitute a valid delivery. Please read carefully the entire Letter of Transmittal and Consent, including the accompanying instructions, before checking any box below. This Letter of Transmittal and Consent is to be used only if (a) certificates are to be forwarded herewith (or such certificates will be delivered pursuant to a Notice of Guaranteed Delivery previously sent to the depository) or (b) delivery of Public Warrants is to be made by book-entry transfer to the depository's account at DTC pursuant to the procedures set forth in the Offer Letter.

If you desire to exchange Public Warrants pursuant to the Offer and you cannot deliver your Public Warrant certificate(s) (or you are unable to comply with the procedures for book-entry transfer on a timely basis) and all other documents required by this Letter of Transmittal and Consent are delivered to the depository prior to the Expiration Date, you may tender your Public Warrants according to the guaranteed delivery procedures set forth in the Offer Letter under "The Offer, Section 2. Procedure for Tendering Public Warrants—A. Proper Tender of Public Warrants—Guaranteed Delivery." See Instruction 2.

Delivery of documents to DTC does not constitute delivery to Continental Stock Transfer & Trust Company (the "Depository").

"Expiration Date" means 12:00 midnight, Eastern Time, on [●], 2019, unless and until the Company, in its sole discretion, extends the Offer, in which case the "Expiration Date" means the latest time and date at which the Offer, as extended, expires.

THE UNDERSIGNED UNDERSTANDS THAT ACCEPTANCE OF PUBLIC WARRANTS BY THE COMPANY FOR EXCHANGE WILL CONSTITUTE A BINDING AGREEMENT BETWEEN THE UNDERSIGNED AND THE COMPANY UPON THE TERMS AND SUBJECT TO THE CONDITIONS OF THE OFFER.

BY TENDERING PUBLIC WARRANTS IN THE OFFER AND CONSENT SOLICITATION, THE UNDERSIGNED ALSO CONSENTS TO AND APPROVES THE WARRANT AMENDMENT, AS SET FORTH IN THE OFFER LETTER, AND AUTHORIZES THE DEPOSITARY TO CONSENT TO AND APPROVE THE WARRANT AMENDMENT ON THE UNDERSIGNED'S BEHALF WITH RESPECT TO THE PUBLIC WARRANTS TENDERED. HOLDERS OF PUBLIC WARRANTS MAY NOT TENDER PUBLIC WARRANTS IN THE OFFER AND CONSENT SOLICITATION WITHOUT AUTHORIZING THE DEPOSITARY TO CONSENT TO AND APPROVE THE PROPOSED WARRANT AMENDMENT ON THEIR BEHALF.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

This Letter of Transmittal and Consent is to be completed by a holder of Public Warrants if either (i) Public Warrant Certificates are to be forwarded with this Letter of Transmittal and Consent or (ii) the Public Warrants the holder is electing to exchange are to be delivered by book-entry transfer pursuant to the procedures set forth in the Offer Letter under "The Offer, Section 2. Procedure for Tendering Public Warrants—A. Proper Tender of Public Warrants—Book-Entry Delivery." **Delivery of documents to DTC or to the Company does not constitute delivery to the Depositary.**

The undersigned hereby: (i) elects to exchange the Public Warrants described under "Election to Exchange" below (Box 1); and (ii) agrees to subscribe for the Shares issuable thereunder, in each case pursuant to the terms and subject to the conditions described in the Offer Letter and this Letter of Transmittal and Consent. If the undersigned holds Public Warrants for beneficial owners, the undersigned represents that it has received from each beneficial owner thereof (collectively, the "**Beneficial Owners**") a duly completed and executed "Instruction Form," a form of which is attached to the "Letter to Clients" accompanying this Letter of Transmittal and Consent, instructing the undersigned to take the action described in this Letter of Transmittal and Consent. Subject to, and effective upon, the Company's acceptance of the undersigned's election to exchange the Public Warrants described in Box 1 below, the undersigned hereby assigns and transfers to, or upon the order of, the Company, all right, title and interest in, to, and under the Public Warrants being exchanged hereby, waives any and all other rights with respect to such Public Warrants and releases and discharges the Company from any and all claims the undersigned may have now, or may have in the future, arising out of, or related to, such Public Warrants.

The undersigned hereby irrevocably constitutes and appoints the Depositary as the true and lawful agent and attorney-in-fact of the undersigned with respect to the Public Warrants the undersigned is electing to exchange, with full power of substitution (the power of attorney being deemed to be an irrevocable power coupled with an interest), to deliver the Public Warrants the undersigned is electing to exchange to the Company or cause ownership of such Public Warrants to be transferred to, or upon the order of, the Company, on the books of the Depositary and deliver all accompanying evidences of transfer and authenticity to, or upon the order of, the Company upon receipt by the Company's Depositary, as the undersigned's agent, of the Shares to which the undersigned is entitled upon acceptance by the Company of the undersigned's election to exchange Public Warrants pursuant to the Offer.

Unless otherwise indicated under "Special Issuance Instructions" below (Box 2), please issue the Shares for the exchanged Public Warrants in the name(s) of the undersigned. Similarly, unless otherwise indicated under "Special Delivery Instructions" below (Box 3), please send or cause to be sent the certificates for the Shares (and accompanying documents, as appropriate) to the undersigned at the address shown above under "Description of Public Warrants Surrendered" (on the cover page of this Letter of Transmittal and Consent) or to the account with the Depositary or at DTC as indicated herein.

The undersigned understands that elections to exchange Public Warrants pursuant to the procedures described under "The Offer, Section 2. Procedure for Tendering Public Warrants" in the Offer Letter and in the instructions

to this Letter of Transmittal and Consent will constitute a binding agreement between the undersigned and the Company upon the terms of the Offer set forth in the Offer Letter under “The Offer, Section 1. General Terms,” and subject to the conditions of the Offer set forth in the Offer Letter under “The Offer, Section 11. Conditions; Termination; Waivers; Extensions; Amendments,” subject only to withdrawal of elections to exchange on the terms set forth in the Offer Letter under “The Offer, Section 3. Withdrawal Rights.” All authority conferred in this Letter of Transmittal and Consent or agreed to be conferred will survive the death, bankruptcy or incapacity of the undersigned and any Beneficial Owner(s), and every obligation of the undersigned of any Beneficial Owners under this Letter of Transmittal and Consent will be binding upon the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned and such Beneficial Owner(s).

The undersigned hereby represents and warrants that it has full power and authority to exchange, assign and transfer the Public Warrants the undersigned has elected to exchange pursuant to this Letter of Transmittal and Consent. The undersigned and each Beneficial Owner will, upon request, execute and deliver any additional documents reasonably requested by the Company or the Depositary as necessary or desirable to complete and give effect to the transactions contemplated hereby.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE BOXES.**

CHECK HERE IF THE PUBLIC WARRANTS ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER, AND COMPLETE BOX 4 BELOW.

Name: _____

Address: _____

Box 1
ELECTION TO EXCHANGE

A
**Number of Public Warrants
Being Exchanged**

B
Shares to be Issued
**(Multiply Column A by 0.095 and round UP to the
nearest whole number)(1)**

(1) No fractional Shares will be issued. Public Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Public Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares.

Box 2
SPECIAL ISSUANCE INSTRUCTIONS (SEE INSTRUCTION 1)

To be completed ONLY if certificates for Shares issued in exchange for Public Warrants are to be issued in the name of someone other than the undersigned.

Issue Share certificates:

Name(s) _____

(please print)

Address(es) _____

Box 3
SPECIAL DELIVERY INSTRUCTIONS

To be completed **ONLY** if certificates for Shares issued in exchange for Public Warrants are to be mailed to someone other than the undersigned, or to the undersigned at an address other than that shown in the "Description of Public Warrants Tendered".

Mail Certificates to:

Name(s) _____

(please print)

Address(es) _____

Box 4
USE OF BOOK-ENTRY TRANSFER

To be completed **ONLY** if delivery of Public Warrants is to be made by book-entry transfer.

Name of Tendering Institution: _____

Participant Account Number: _____

Transaction Code Number: _____

**Box 5
EXERCISING HOLDER SIGNATURE**

**PLEASE SIGN HERE
(To be completed by all Public Warrant Holders)
(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)
(Non U.S.-Holders Please Obtain and Complete IRS Form W-8BEN,
IRS Form W-BEN-E or Other Applicable IRS Form W-8)**

(Signature of Registered Holder(s) or Authorized Signatory)

Dated: _____, 2019

(Must be signed by the registered holder(s) exactly as name(s) appear(s) on certificate(s) or on a security position or by person(s) authorized to become registered holder(s) by certificate(s) and documents transmitted with this Letter of Transmittal and Consent. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or another person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 5.)

Name(s): _____

(please print)

Address(es) _____

Capacity (full title): _____

Area Code and Telephone Number: _____

Tax Identification or Social Security No. _____

**GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only; see Instruction 1)**

Name of Firm: _____

Authorized Signature: _____

Name: _____

(please print)

Title: _____

Address: _____

Area Code and Telephone Number: _____

Dated: _____, 2019

**INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER**

1. GUARANTEE OF SIGNATURE.

No signature guarantee is required if either:

(a) this Letter of Transmittal and Consent is signed by the registered holder of the Public Warrants exactly as the name of the registered holder appears on the certificate tendered with this Letter of Transmittal and Consent and such owner has not completed the box entitled “Special Delivery Instructions” or “Special Issuance Instructions”; or

(b) such Public Warrants are tendered for the account of a member firm of a registered national securities exchange, a member of the Financial Industry Regulatory Authority (“*FINRA*”) or a commercial bank or trust company (not a savings bank or savings and loan association) having an office, branch or agency in the United States which is a participant in an approved Signature Guarantee Medallion Program (each such entity, an “*Eligible Institution*”); or

(c) the holders of such Public Warrants reside outside of the U.S. and are not otherwise tendering the Public Warrants in the U.S.

In all other cases, an Eligible Institution must guarantee all signatures on this Letter of Transmittal and Consent. See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES; GUARANTEED DELIVERY PROCEDURES.

This Letter of Transmittal and Consent is to be used only if:

- certificates for Public Warrants are delivered with it to the Depository; or
- the certificates will be delivered pursuant to a Notice of Guaranteed Delivery previously sent to the Depository; or
- Public Warrants are exchanged pursuant to the procedure for tender by book-entry transfer set forth in the Offer Letter under “The Offer, Section 2. Procedure for Tendering Public Warrants—A. Proper Tender of Public Warrants—Book-Entry Delivery.”

Unless Public Warrants are being tendered by book-entry transfer, as described below, (a) a properly completed and duly executed Letter of Transmittal and Consent or duly executed and manually signed facsimile copy of it, in accordance with the instructions of the Letter of Transmittal and Consent (including any required signature guarantees), (b) certificates for the Public Warrants being exchanged, and (c) any other documents required by the Letter of Transmittal and Consent should be mailed or delivered to the Depository at the appropriate address set forth on the front page of this document and must be received by the Depository prior to the expiration of the Offer. If certificates are forwarded to the Depository in multiple deliveries, a properly completed and duly executed Letter of Transmittal and Consent must accompany each such delivery.

Public Warrants may be validly tendered pursuant to the procedures for book-entry transfer as described in the Offer Letter. In order for Public Warrants to be validly tendered by book-entry transfer, the Depository must receive, prior to the Expiration Date, (a) confirmation of such delivery and (b) either a properly completed and executed Letter of Transmittal and Consent (or manually signed facsimile thereof) or an Agent’s Message if the tendering Public Warrant holder has not delivered a Letter of Transmittal and Consent, and (c) all documents required by the Letter of Transmittal and Consent. The term “Agent’s Message” means a message, transmitted by DTC to, and received by, the Depository and forming a part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC exchanging the Public Warrants that

such participant has received and agrees to be bound by the terms of the Letter of Transmittal and Consent and that the Company may enforce such agreement against the participant. The term "Book-Entry Confirmation" means a timely confirmation of a book-entry transfer of Public Warrants into the Depository's account at DTC. If you are tendering by book-entry transfer, you must expressly acknowledge that you have received and agreed to be bound by the Letter of Transmittal and Consent and that the Letter of Transmittal and Consent may be enforced against you.

If your Public Warrant certificates are not immediately available, you cannot deliver your warrants and all other required documents to the Depository or you cannot complete the procedure for delivery by book-entry transfer prior to the expiration date, you may tender your Public Warrants pursuant to the guaranteed delivery procedure set forth in the Offer Letter. Pursuant to such procedure:

- (i) such tender must be made by or through an Eligible Institution (as defined in Instruction 1);
- (ii) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by the Company (with any required signature guarantees) must be received by the Depository prior to the Expiration Date; and
- (iii) the certificates for all physically delivered Public Warrants in proper form for transfer by delivery, or a confirmation of a book-entry transfer into the Depository's account at DTC of all Public Warrants delivered electronically, in each case together with a properly completed and duly executed Letter of Transmittal and Consent (or manually signed facsimile thereof) with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and any other documents required by this Letter of Transmittal and Consent, must be received by the Depository within two Nasdaq Stock Market trading days after the date the Depository receives such Notice of Guaranteed Delivery, all as provided in the Offer Letter.

The method of delivery of all documents, including Public Warrant certificates, the Letter of Transmittal and Consent and any other required documents, is at the election and risk of the tendering Public Warrant holder, and the delivery will be deemed made only when actually received by the Depository. If delivery is by mail, registered mail with return receipt requested, properly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

Except as specifically permitted by the Offer Letter, no alternative or contingent exchanges will be accepted.

3. *CONSENTING IN THE OFFER AND CONSENT SOLICITATION.* By tendering your Public Warrants in accordance with the procedures described in the Offer Letter and Consent Solicitation and the Letter of Transmittal and Consent, you also consent to and approve the Warrant Amendment, as set forth in the Offer Letter and Consent Solicitation, acknowledge receipt of the Offer Letter and Consent Solicitation and revoke any proxy heretofore given with respect to the Warrant Amendment. You irrevocably constitute and appoint the Depository as your agent and attorney-in-fact, with full power and authority in your name, place and stead, with full knowledge that the Depository is also acting as the agent of the Company in connection with the Offer and Consent Solicitation, as your true and lawful representative, attorney-in-fact and agent with respect to the tendered Public Warrants, with full power of substitution, such power of attorney being deemed to be an irrevocable power coupled with an interest, subject only to the right of withdrawal described in the Offer Letter and Consent Solicitation, to (1) deliver the tendered Public Warrants to the Company together with all accompanying evidences of transfer and authenticity to the Company, upon receipt by the Depository, as its agent, of the Shares to be issued in exchange for the Public Warrants, (2) present the tendered Public Warrants for transfer, and to transfer the tendered Public Warrants on the account books maintained by DTC to, or upon the order of, the Company, (3) present the tendered Public Warrants for transfer, and to transfer the tendered Public Warrants on the books of the Company, (4) immediately prior to the Company's acceptance for exchange of the Public Warrants tendered, consent to and approve the Warrant Amendment on your behalf, (5) make, execute, sign, acknowledge, verify, swear to and deliver on your behalf any written consent of the holders of

Public Warrants to approve the Warrant Amendment, (6) receive all benefits and otherwise exercise all rights of ownership of the tendered Public Warrants, all in accordance with the terms and conditions of the Offer and Consent Solicitation and (7) to do and perform each and every act and thing whether necessary or desirable to be done, as fully as you might or could do if personally present at a meeting of holders of Public Warrants or otherwise. Such appointment will be automatically revoked if the Company does not accept for exchange Public Warrants that a Holder has tendered.

4. *INADEQUATE SPACE*. If the space provided in the box captioned “Description of Public Warrants Surrendered” is inadequate, the certificate number(s) and/or the book-entry account number(s) and the number of Public Warrants should be listed on a separate signed schedule and attached to this Letter of Transmittal and Consent.

5. *PUBLIC WARRANTS EXCHANGED*. Public Warrant holders who choose to participate in the Offer may exchange some or all of such holder’s Public Warrants pursuant to the terms of the Offer, subject to proration and adjustment as described in the Offer Letter.

6. *SIGNATURES ON LETTER OF TRANSMITTAL*.

(a) If this Letter of Transmittal and Consent is signed by the registered holder(s) of the Public Warrants tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without any change whatsoever.

(b) If the Public Warrants are held of record by two or more persons or holders, all such persons or holders must sign this Letter of Transmittal and Consent.

(c) If any tendered Public Warrants are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or photocopies of it) as there are different registrations of certificates.

(d) When this Letter of Transmittal and Consent is signed by the registered holder(s) of the Public Warrants listed and transmitted hereby, no endorsement(s) of certificate(s) representing such Public Warrants or separate instruments of transfer are required. EXCEPT AS OTHERWISE PROVIDED IN INSTRUCTION 1, SIGNATURE(S) ON SUCH CERTIFICATE(S) MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION. If this Letter of Transmittal and Consent is signed by a person other than the registered holder(s) of the certificate(s) listed, the certificate(s) must be endorsed or accompanied by appropriate instruments of transfer, in either case signed exactly as the name(s) of the registered holder(s) appears on the certificate(s), and the signature(s) on such certificate(s) or instruments of transfer must be guaranteed by an Eligible Institution. See Instruction 1.

(e) If this Letter of Transmittal and Consent or any certificate(s) or instruments of transfer are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and must submit proper evidence satisfactory to the Company of the authority so to act. If the certificate has been issued in the fiduciary or representative capacity, no additional documentation will be required.

6. *SPECIAL DELIVERY AND SPECIAL ISSUANCE INSTRUCTIONS*. If certificates for Shares issued upon exchange of the Public Warrants are to be issued in the name of a person other than the signer of the Letter of Transmittal and Consent or if such certificates are to be sent to someone other than the person signing the Letter of Transmittal and Consent or to the signer at a different address, the boxes captioned “Special Issuance Instructions” and/or “Special Delivery Instructions” on this Letter of Transmittal and Consent must be completed as applicable and signatures must be guaranteed as described in Instruction 1.

7. *IRREGULARITIES*. All questions as to the number of Public Warrants to be accepted, the validity, form, eligibility (including time of receipt) and acceptance of any tender of Public Warrants will be determined by the

Company in its sole discretion, which determinations shall be final and binding on all parties, subject to the judgment of any court that might provide otherwise. The Company reserves the absolute right to reject any or all tenders of Public Warrants it determines not to be in proper form or to reject those Public Warrants, the acceptance of which may, in the opinion of the Company's counsel, be unlawful, subject to the judgment of any court that might provide otherwise. The Company also reserves the absolute right to waive any of the conditions of the Offer (subject to the potential requirement to disseminate additional information and extend the Offer, as described in the Offer Letter under "The Offer, Section 11. Conditions; Termination; Waivers; Extensions; Amendments") and any defect or irregularity in the tender of any particular Public Warrant, and the Company's interpretation of the terms of the Offer (including these instructions) will be final and binding on all parties, subject to the judgment of any court that might provide otherwise. No tender of Public Warrants will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with tenders must be cured within such time as the Company shall determine. Neither the Company nor any other person is or will be obligated to give notice of any defects or irregularities in tenders, and none of them will incur any liability for failure to give any such notice.

8. *SUBSTITUTE FORM W-9 AND FORM W-8.* To avoid backup withholding, a tendering Public Warrant holder is required to provide the Depository with a correct Taxpayer Identification Number ("**TIN**") on Substitute Form W-9, which is provided herewith, and to certify, under penalties of perjury, that such number is correct and that such Public Warrant holder is not subject to backup withholding of U.S. federal income tax, and that such Public Warrant holder is a U.S. person (as defined for U.S. federal income tax purposes). If a tendering Public Warrant holder has been notified by the Internal Revenue Service ("**IRS**") that such Public Warrant holder is subject to backup withholding, such Public Warrant holder must cross out item (2) of the Certification box of the Substitute Form W-9, unless such Public Warrant holder has since been notified by the IRS that such Public Warrant holder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering Public Warrant holder to U.S. federal income tax withholding if any cash payments are made in lieu of fractional shares; however, no such cash payments will be made. If the tendering Public Warrant holder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such Public Warrant holder should check the box in Part 3 of the Substitute Form W-9, and sign and date the Substitute Form W-9. If the box in Part 3 is checked and the Depository is not provided with a TIN by the time of payment, the Depository will withhold a portion of all payments to such Public Warrant holder until a TIN is provided to the Depository.

Certain Public Warrant holders (including, among others, all corporations and certain foreign individuals and entities) may not be subject to backup withholding. Foreign Public Warrant holders should submit an appropriate and properly completed IRS Form W-8, a copy of which may be obtained from the Depository, in order to avoid backup withholding. Such Public Warrant holders should consult a tax advisor to determine which Form W-8 is appropriate. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions.

9. *QUESTIONS AND REQUESTS FOR ASSISTANCE AND ADDITIONAL COPIES.* Please direct questions or requests for assistance, or for additional copies of the Offer Letter, Letter of Transmittal and Consent or other materials, to the Information Agent at:

M O R R O W
S O D A L I

470 West Avenue—3rd Floor
Stamford, CT 06902

Individuals, please call toll-free: (800) 662-5200
Banks and brokerage firms, please call: (203) 658-9400
Email: ORGO.info@morrowsodali.com

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A PHOTOCOPY THEREOF) TOGETHER WITH PUBLIC WARRANT CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS MUST BE RECEIVED BY THE DEPOSITARY ON OR PRIOR TO 12:00 MIDNIGHT, EASTERN TIME, ON [●], 2019.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a Public Warrant holder who is a U.S. person (as defined for U.S. federal income tax purposes) surrendering Public Warrants must, unless an exemption applies, provide the Depositary (as payer) with the Public Warrant holder's correct TIN on IRS Form W-9 or on the Substitute Form W-9 included in this Letter of Transmittal and Consent. If the Public Warrant holder is an individual, the Public Warrant holder's TIN is such Public Warrant holder's Social Security number. If the correct TIN is not provided, the Public Warrant holder may be subject to a \$50 penalty imposed by the IRS.

Certain Public Warrant holders (including, among others, corporations and certain foreign individuals and entities) may not be subject to backup withholding and reporting requirements. In order for an exempt foreign Public Warrant holder to avoid backup withholding, such person should complete, sign and submit an appropriate Form W-8 signed under penalties of perjury, attesting to his or her foreign status. A Form W-8 can be obtained from the Depositary. Such Public Warrant holders should consult a tax advisor to determine which Form W-8 is appropriate. Exempt Public Warrant holders, other than foreign Public Warrant holders, should furnish their TIN, check the box in Part 4 of the Substitute Form W-9 and sign, date and return the Substitute Form W-9 to the Depositary in order to avoid erroneous backup withholding. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional instructions.

If backup withholding applies, the Depositary is required to withhold and pay over to the IRS a portion of any payment made to a Public Warrant holder. Backup withholding is not an additional tax. Rather, the U.S. federal income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained from the IRS.

Purpose of Substitute Form W-9

To prevent backup withholding on payments that are made to a Public Warrant holder with respect to Shares issued pursuant to the Offer, the Public Warrant holder is required to notify the Depositary of the Public Warrant holder's correct TIN by completing the Substitute Form W-9 included in this Letter of Transmittal and Consent certifying (1) that the TIN provided on the Substitute Form W-9 is correct (or that such Public Warrant holder is awaiting a TIN), (2) that the Public Warrant holder is not subject to backup withholding because (i) the Public Warrant holder is exempt

from backup withholding, (ii) the Public Warrant holder has not been notified by the IRS that the Public Warrant holder is subject to backup withholding as a result of a failure to report all interest and dividends or (iii) the IRS has notified the Public Warrant holder that the Public Warrant holder is no longer subject to backup withholding and (3) the Public Warrant holder is a U.S. person (as defined for U.S. federal income tax purposes).

What Number to Give the Depository

The tendering Public Warrant holder is required to give the Depository the TIN, generally the Social Security number or Employer Identification Number, of the record holder of the Public Warrants tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report. If the tendering Public Warrant holder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, such Public Warrant holder should check the box in Part 3 of the Substitute Form W-9, sign and date the Substitute Form W-9 and sign and date the Certificate of Awaiting Taxpayer Identification Number, which appears in a separate box below the Substitute Form W-9. If the box in Part 3 of the Substitute Form W-9 is checked and the Depository is not provided with a TIN by the time of payment, the Depository will withhold a portion of all payments of the purchase price until a TIN is provided to the Depository. If the Depository is provided with an incorrect TIN in connection with such payments, the Public Warrant holder may be subject to a \$50.00 penalty imposed by the IRS.

PAYER'S NAME:		
SUBSTITUTE FORM W-9	Part 1—PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.	<div style="border: 1px solid black; height: 30px; width: 100%;"></div> Social Security Number or Employer Identification Number
Department of the Treasury Internal Revenue Service Payer's Request for Taxpayer Identification Number ("TIN")	CHECK APPROPRIATE BOX: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Part 3— Awaiting TIN <input type="checkbox"/> Part 4— Exempt <input type="checkbox"/>
Please fill in your name and address below. Name: Address (Number and Street): City, State and Zip Code:	Part 2—Certification— Under penalties of perjury, I certify that: (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding; and (3) I am a U.S. Person (including a U.S. resident alien). Certification Instructions— You must cross out Item (2) above if you have been notified by the IRS	
	Signature:	Date:

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a portion of all reportable payments made to me will be withheld, but that such amounts will be refunded to me if I then provide a Taxpayer Identification Number within sixty (60) days.

Signature: _____

Date: _____

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION

NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER.—Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

WHAT NAME AND NUMBER TO GIVE THE PAYER

For this type of account:

1. Individual
2. Two or more individuals (joint account)
3. Custodian account of a minor (Uniform Gifts to Minors Act)
4. a. The usual revocable savings trust (grantor is also trustee)
b. So-called trust account that is not a legal or valid trust under state law
5. Sole proprietorship or disregarded entity owned by an individual

Give name and SSN of:

- The individual
- The actual owner of the account or, if combined funds, the first individual on the account(1)
- The minor(2)
- The grantor-trustee(1)
- The actual owner(1)
- The owner(3)

For this type of account:

6. Disregarded entity not owned by an individual
7. A valid trust, estate or pension trust
8. Corporation or LLC electing corporate status on Form 8832
9. Association, club, religious, charitable, educational, or other tax-exempt organization
10. Partnership or multi-member LLC
11. A broker or registered nominee
12. Account with the Department of Agriculture in the name of a public entity (such as state or local government, school district, or prison) that receives agricultural program payments

Give name and EIN of:

- The owner
- The legal entity(4)
- The corporation or LLC
- The organization
- The partnership
- The broker or nominee
- The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's SSN.
- (3) You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one) but the IRS encourages you to use your SSN.
- (4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

OBTAINING A NUMBER

If you don't have a taxpayer identification number or you don't know your number, obtain Form SS-5, Application for a Social Security Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempt from backup withholding on ALL payments include the following:

- An organization exempt from tax under section 501(a), any IRA or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- The United States or any agency or instrumentality thereof.
- A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.

Payees that may be exempt from back-up withholding include the following:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the U.S., the District of Columbia or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- A trust exempt from tax under section 664 or described in section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A middleman known in the investment community as a nominee or custodian.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, AND RETURN IT TO THE PAYER. IF THE PAYMENTS ARE INTEREST, DIVIDENDS, OR PATRONAGE DIVIDENDS, ALSO SIGN AND DATE THE FORM.

Certain payments, other than interest, dividends, and patronage dividends, that are not subject to information reporting, are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICE—Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report the payments to IRS. IRS uses the numbers for identification purposes. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold a portion of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER—If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION—Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

**NOTICE OF GUARANTEED DELIVERY
OF PUBLIC WARRANTS OF
ORGANOGENESIS HOLDINGS INC.
PURSUANT TO THE OFFER DATED [●], 2019**

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if:

- Public Warrants are not immediately available or Public Warrant holders cannot deliver Public Warrants to Continental Stock Transfer & Trust Company (the “Depository”) prior to the Expiration Date (as defined in the Offer Letter), or
- The procedure for book-entry transfer cannot be completed on a timely basis, or
- Time will not permit all required documents, including a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile of the Letter of Transmittal) and any other required documents, to reach the Depository prior to the Expiration Date.

The Offer Letter dated [●], 2019 (the “Offer Letter”) and the related Letter of Transmittal, as amended or supplemented from time to time, together constitute the “Offer.”

The Offer relates to the Public Warrants issued pursuant to the IPO Prospectus (as defined in the Offer Letter), which trade through the Depository Trust Company. Any and all outstanding Public Warrants are eligible to be tendered pursuant to the Offer.

IF NECESSARY, MAIL THIS NOTICE OF GUARANTEED DELIVERY TO:



IF DELIVERING BY MAIL, HAND, COURIER:
CONTINENTAL STOCK TRANSFER & TRUST COMPANY
1 State Street- 30th Floor
New York, NY 10004
Attention: Corporate Actions Department

**IF DELIVERING BY EMAIL (FOR ELIGIBLE INSTITUTIONS ONLY):
Reorg+Organogenesis@continentalstock.com**

CONFIRM BY TELEPHONE:
Telephone: (917) 262-2378

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered by hand, mail, overnight courier or email transmission to the Depository. See the discussion in the Offer Letter under “The Offer, Section 2. Procedure for Tendering Public Warrants.”

For this notice to be validly delivered, it must be received by the Depository at one of the above addresses or by email transmission before the Offer expires. Delivery of this notice to another mailing address or email address will not constitute a valid delivery. Delivery to the Company, the information agent or the book-entry transfer facility will not be forwarded to the Depository and will not constitute a valid delivery.

This form is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution (as defined in the Letter of Transmittal) under the instructions to the Letter of Transmittal, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

By signing this Notice of Guaranteed Delivery, you exchange, upon the terms and subject to the conditions described in the Offer Letter and the related Letter of Transmittal, receipt of which you hereby acknowledge, the number of Public Warrants specified below pursuant to the guaranteed delivery procedure described in the Offer Letter under “The Offer, Section 2. Procedure for Tendering Public Warrants.”

NUMBER OF PUBLIC WARRANTS EXCHANGED: _____

SIGNATURES

Signatures: _____

Name(s) of Public Warrant Holders(s): _____
(please type or print)

Certificate Nos.: _____

Address: _____
(Include Zip Code)

Daytime Area Code and Telephone Number: _____

Date: _____

If Public Warrants will be delivered by book-entry transfer, provide the Account Number.

Account Number(s): _____

GUARANTEE OF DELIVERY
(Not to be Used for Signature Guarantee)

The undersigned, a bank, broker dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution," as that term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (each of the foregoing constituting an "**Eligible Institution**"), guarantees delivery to the Depository of the Public Warrants tendered, in proper form for transfer, or a confirmation that the Public Warrants tendered have been delivered pursuant to the procedure for book-entry transfer described in the Offer Letter into the Depository's account at the book-entry transfer facility, in each case together with a properly completed and duly executed Letter(s) of Transmittal (or a facsimile(s) thereof), or an Agent's Message (as defined in the Offer Letter) in the case of a book-entry transfer, and any other required documents, all within two Nasdaq Stock Market trading days after the date of receipt by the Depository of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the Letter of Transmittal and certificates for Public Warrants to the Depository within the time set forth above. Failure to do so could result in a financial loss to such Eligible Institution.

Name of Firm: _____

Authorized Signature: _____

Name: _____
(Please Print)

Title: _____

Address: _____

Areas Code(s) and Telephone Number(s): _____

Dated: _____, 2019

NOTE: DO NOT SEND PUBLIC WARRANTS WITH THIS FORM. PUBLIC WARRANTS SHOULD BE SENT WITH THE LETTER OF TRANSMITTAL.

OFFER TO EXCHANGE
BY
ORGANOGENESIS HOLDINGS INC.
ANY AND ALL OUTSTANDING PUBLIC WARRANTS
FOR SHARES OF ITS CLASS A COMMON STOCK
AT AN EXCHANGE RATIO OF 0.095 SHARES FOR EACH PUBLIC WARRANT
AND CONSENT SOLICITATION

THE OFFER PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
EASTERN TIME, ON [●], 2019, UNLESS THE OFFER PERIOD IS EXTENDED

[●], 2019

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

Enclosed for your consideration are the Offer to Exchange Letter, dated [●], 2019 (the “*Offer Letter*”), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the “*Offer*”), in connection with the offer by Organogenesis Holdings Inc., a Delaware corporation (the “*Company*”), to the holders of the Company’s issued and outstanding warrants issued pursuant to a prospectus dated October 10, 2016 (the “*IPO Prospectus*”), exercisable for 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 (the “*Public Warrants*”), to permit, during the Offer Period, the exchange of one Public Warrant for 0.095 Shares (approximately one Share for every 11 Public Warrants tendered), as described in the Offer Letter. The “*Offer Period*” is the period of time commencing on [●], 2019, and ending at 12:00 midnight, Eastern Time, on [●], 2019, or such later date to which the Company may extend the Offer (the “*Expiration Date*”).

As part of the Offer, the Company is also soliciting consents from the holders of the Public Warrants to the amendment (the “*Warrant Amendment*”) of the Warrant Agreement governing the Company’s outstanding Public Warrants. If approved, the Warrant Amendment would permit the Company to require that each Public Warrant that is outstanding upon the closing of the Offer be converted into 0.0855 Shares, which is a ratio 10% less than the exchange ratio applicable to the Offer, which would permit the Company to eliminate all of its currently outstanding Public Warrants. The foregoing is only a summary of the Warrant Amendment, and is qualified by reference to the full text of the Warrant Amendment, set forth as Annex A to the Offer Letter.

NO FRACTIONAL SHARES WILL BE ISSUED. PUBLIC WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF PUBLIC WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

PUBLIC WARRANTS NOT EXCHANGED FOR SHARES WILL EXPIRE IN ACCORDANCE WITH THEIR TERMS ON DECEMBER 10, 2023 AND OTHERWISE REMAIN SUBJECT TO THEIR ORIGINAL TERMS.

THE OFFER RELATES TO THE PUBLIC WARRANTS ISSUED PURSUANT TO THE IPO PROSPECTUS, WHICH TRADE THROUGH THE DEPOSITARY TRUST COMPANY. ANY AND ALL OUTSTANDING PUBLIC WARRANTS ARE ELIGIBLE TO BE TENDERED PURSUANT TO THE OFFER. AS OF JULY 9, 2019, THERE WERE 30,890,748 PUBLIC WARRANTS OUTSTANDING.

IT IS THE COMPANY'S CURRENT INTENTION NOT TO CONDUCT ANOTHER OFFER TO EXCHANGE PUBLIC WARRANTS FOR SHARES. HOWEVER, THE COMPANY RESERVES THE RIGHT TO DO SO IN THE FUTURE, AS WELL AS TO EXERCISE ITS ABILITY TO REDEEM THE PUBLIC WARRANTS IF AND WHEN IT IS PERMITTED TO DO SO PURSUANT TO THE TERMS OF THE PUBLIC WARRANTS.

Enclosed with this letter are copies of the following documents:

1. Letter of Transmittal, for your use in accepting the Offer and exchanging Public Warrants and for the information of your clients;
2. Notice of Guaranteed Delivery with respect to Public Warrants, to be used to accept the Offer in the event (a) your Public Warrants are not immediately available, (b) the procedure for book-entry transfer cannot be completed on a timely basis, or (c) time will not permit all required documents to reach the Depository prior to the Expiration Date (as defined in the Offer Letter); and
3. Form of letter that may be sent to your clients for whose accounts you hold Public Warrants registered in your name or in the name of your nominee, along with an Instruction Form provided for obtaining such client's instructions with regard to the Offer.

Certain conditions to the Offer are described in the Offer Letter under "The Offer, Section 11. Conditions; Termination; Waivers; Extensions; Amendments."

We urge you to contact your clients promptly. Please note that the Offer Period and withdrawal rights will expire at 12:00 midnight, Eastern Time, on [●], 2019, unless the Offer Period is extended.

Other than as described herein, the Company will not pay any fees or commissions to any broker or dealer or other person (other than the Depository, the Information Agent and the Financial Advisor, as described in the Offer Letter) in connection with the tenders of Public Warrants pursuant to the Offer. However, the Company will, on request, reimburse you for customary mailing and handling expenses incurred by you in forwarding copies of the enclosed Offer materials to your clients.

Questions regarding the Offer may be directed to Morrow Sodali, as Information Agent, at 470 West Avenue—3rd Floor, Stamford, CT 06902 (telephone number: (203) 658-9400 or toll free: (800) 662-5200; email: ORGO.info@morrowsodali.com) or to Continental Stock Transfer & Trust Company, as Depository, at 1 State Street—30th Floor, New York, NY 10004, Attn: Corporate Actions/Organogenesis.

Very truly yours,

ORGANOGENESIS HOLDINGS INC.

Nothing contained in this letter or in the enclosed documents shall render you or any other person the agent of the Company, the Depository, the Information Agent, the Financial Advisor or any affiliate of any of them or authorize you or any other person affiliated with you to give any information or use any document or make any statement on behalf of any of them with respect to the Offer other than the enclosed documents and the statements contained therein.

OFFER TO EXCHANGE
BY
ORGANOGENESIS HOLDINGS INC.
ANY AND ALL OUTSTANDING PUBLIC WARRANTS
FOR SHARES OF ITS CLASS A COMMON STOCK
AT AN EXCHANGE RATIO OF 0.095 SHARES FOR EACH PUBLIC WARRANT
AND CONSENT SOLICITATION

THE OFFER PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
EASTERN TIME, ON [●], 2019, UNLESS THE OFFER PERIOD IS EXTENDED.

To Our Clients:

Enclosed for your consideration are the Offer to Exchange Letter, dated [●], 2019 (the “**Offer Letter**”), and the related Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the “**Offer**”), in connection with the offer by Organogenesis Holdings Inc., a Delaware corporation (the “**Company**”), to the holders of the Company’s issued and outstanding warrants that were issued in connection with its initial public offering pursuant to a prospectus dated October 10, 2016 (the “**IPO Prospectus**”), exercisable for 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 (the “**Public Warrants**”), to permit, during the Offer Period, the exchange of one Public Warrant for 0.095 Shares (approximately one Share for every 11 Public Warrants tendered), as described in the Offer Letter. The “**Offer Period**” is the period of time commencing on [●], 2019 and ending at 12:00 midnight, Eastern Time, on [●], 2019, or such later date to which the Company may extend the Offer (the “**Expiration Date**”).

As part of the Offer, the Company is also soliciting consents from the holders of the Public Warrants to the amendment (the “**Warrant Amendment**”) of the Warrant Agreement governing the Company’s outstanding Public Warrants. If approved, the Warrant Amendment would permit the Company to require that each Public Warrant that is outstanding upon the closing of the Offer be converted into 0.0855 Shares, which is a ratio 10% less than the exchange ratio applicable to the Offer, which would permit the Company to eliminate all of its currently outstanding Public Warrants. The foregoing is only a summary of the Warrant Amendment, and is qualified by reference to the full text of the Warrant Amendment, set forth as Annex A to the Offer Letter.

NO FRACTIONAL SHARES WILL BE ISSUED. PUBLIC WARRANTS MAY ONLY BE EXCHANGED FOR WHOLE SHARES. IN LIEU OF ISSUING FRACTIONAL SHARES TO WHICH ANY HOLDER OF PUBLIC WARRANTS WOULD OTHERWISE HAVE BEEN ENTITLED, THE COMPANY WILL ROUND THE NUMBER OF SHARES TO WHICH SUCH HOLDER IS ENTITLED, AFTER AGGREGATING ALL FRACTIONS, UP TO THE NEXT WHOLE NUMBER OF SHARES.

PUBLIC WARRANTS NOT EXCHANGED FOR SHARES WILL EXPIRE IN ACCORDANCE WITH THEIR TERMS ON DECEMBER 10, 2023 AND OTHERWISE REMAIN SUBJECT TO THEIR ORIGINAL TERMS.

THE OFFER RELATES TO THE PUBLIC WARRANTS ISSUED PURSUANT TO THE IPO PROSPECTUS, WHICH TRADE THROUGH THE DEPOSITARY TRUST COMPANY. THE OFFER DOES NOT RELATE TO THE WARRANTS ISSUED IN PRIVATE PLACEMENTS THAT OCCURRED CONTEMPORANEOUSLY WITH OUR INITIAL PUBLIC OFFERING, NONE OF WHICH ARE CURRENTLY OUTSTANDING. ANY AND ALL OUTSTANDING PUBLIC WARRANTS ARE ELIGIBLE TO BE TENDERED PURSUANT TO THE OFFER. AS OF JULY 9, 2019, THERE WERE 30,890,748 PUBLIC WARRANTS OUTSTANDING.

IT IS THE COMPANY'S CURRENT INTENTION NOT TO CONDUCT ANOTHER OFFER TO EXCHANGE PUBLIC WARRANTS FOR SHARES. HOWEVER, THE COMPANY RESERVES THE RIGHT TO DO SO IN THE FUTURE, AS WELL AS TO EXERCISE ITS ABILITY TO REDEEM THE PUBLIC WARRANTS IF AND WHEN IT IS PERMITTED TO DO SO PURSUANT TO THE TERMS OF THE PUBLIC WARRANTS.

You may tender and exchange some or all of your Public Warrants. Please follow the instructions in this document and the related documents, including the accompanying Letter of Transmittal, to submit your Public Warrants.

On the terms and subject to the conditions of the Offer, the Company will allow you to exchange all Public Warrants issued pursuant to the IPO Prospectus properly tendered before the Expiration Date and not properly withdrawn at an exchange rate of 0.095 Shares for each Public Warrant.

We are the owner of record of warrants held for your account. As such, we are the only ones who can exchange and tender your Public Warrants, and then only pursuant to your instructions. **We are sending you the Letter of Transmittal for your information only; you cannot use it to exchange and tender Public Warrants we hold for your account.**

Please instruct us as to whether you wish us to exchange any or all of the Public Warrants we hold for your account on the terms and subject to the conditions of the Offer.

Please note the following:

1. You may exchange your Public Warrants at the rate of 0.095 Shares for one Public Warrant issued pursuant to the IPO Prospectus of the Company.
2. The Offer is subject to certain conditions set forth in the Offer Letter under "The Offer, Section 10. Conditions; Termination; Waivers; Extensions; Amendments."
3. The Offer and withdrawal rights will expire at 12:00 midnight, Eastern Time, on [●], 2019, unless the Company extends the Offer.
4. The Offer is for any and all outstanding Public Warrants of the Company issued pursuant to the IPO Prospectus.
5. Tendering Public Warrant holders who are registered Public Warrant holders or who tender their Public Warrants directly to Continental Stock Transfer & Trust Company will not be obligated to pay any brokerage commissions.

If you wish to have us exchange any or all of your Public Warrants, please so instruct us by completing, executing, detaching and returning to us the attached Instruction Form. If you authorize us to exchange your Public Warrants, we will tender for exchange all your Public Warrants unless you specify otherwise on the attached Instruction Form.

Your prompt action is requested. Your Instruction Form should be forwarded to us in ample time to permit us to submit a tender on your behalf before the Expiration Date of the Offer. Please note that the Offer Period and withdrawal rights will expire at 12:00 midnight, Eastern Time, on [●], 2019, unless the Offer Period is extended.

The Offer is being made solely under the Offer Letter and the Letter of Transmittal and is being made to all holders of Public Warrants issued pursuant to the IPO Prospectus. The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Public Warrants residing in any jurisdiction in which the making of the tender offer or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction.

The Company's board of directors has approved the Offer and Consent Solicitation. However, neither the Company's management nor its board of directors, officers, or employees, nor the Depositary, the Information Agent or the Financial Advisor, makes any recommendation to any Public Warrant holder as to whether to exchange or refrain from tendering and exchanging any Public Warrants. The Company has not authorized any person to make any recommendation. You should carefully evaluate all information in the Offer and should consult your own investment and tax advisors. You must decide whether to exchange your Public Warrants and, if so, how many Public Warrants to exchange. In doing so, you should read carefully the information in the Offer Letter and the Letter of Transmittal.

**INSTRUCTION FORM
WITH RESPECT TO THE
OFFER TO EXCHANGE
BY
ORGANOGENESIS HOLDINGS INC.
ANY AND ALL OUTSTANDING PUBLIC WARRANTS
FOR SHARES OF ITS CLASS A COMMON STOCK
AT AN EXCHANGE RATIO OF 0.095 SHARES FOR EACH PUBLIC WARRANT**

The undersigned acknowledges receipt of your letter and the enclosed Offer to Exchange Letter, dated [●], 2019 (the “**Offer Letter**”), and the Letter of Transmittal (which, together with any amendments or supplements thereto, collectively constitute the “**Offer**”), in connection with the offer by Organogenesis Holdings Inc., a Delaware corporation (the “**Company**”), to the holders of the Company’s issued and outstanding warrants that were issued in connection with our initial public offering pursuant to a prospectus dated October 10, 2016 (the “**IPO Prospectus**”), exercisable for 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 (the “**Public Warrants**”) to permit the exchange of one Public Warrant for 0.095 Shares (approximately one Share for every 11 Public Warrants tendered). The “**Offer Period**” is the period of time commencing on [●], 2019 and ending at 12:00 midnight, Eastern Time, on [●], 2019, or such later date to which the Company may extend the Offer (the “**Expiration Date**”).

The Offer relates to the Public Warrants issued pursuant to the IPO Prospectus, which trade through The Depository Trust Company. Any and all outstanding Public Warrants are eligible to be tendered pursuant to the Offer.

The undersigned hereby instructs you to exchange the number of Public Warrants indicated below or, if no number is indicated, all Public Warrants you hold for the account of the undersigned, on the terms and subject to the conditions of the Offer.

By participating in the Offer, the undersigned acknowledges that: (i) the Offer is discretionary and may be extended, modified, suspended or terminated by the Company as provided in the Offer Letter; (ii) such Public Warrant holder is voluntarily participating in the Offer; (iii) the future value of the Public Warrants is unknown and cannot be predicted with certainty; (iv) such Public Warrant holder has read the Offer Letter; (v) such Public Warrant holder has consulted his, her or its tax and financial advisors with regard to how the Offer will impact the tendering Public Warrant holder’s specific situation; (vi) any foreign exchange obligations triggered by such Public Warrant holder’s tender of Public Warrants or receipt of proceeds are solely his, her or its responsibility; and (vii) regardless of any action that the Company takes with respect to any or all income/capital gains tax, social security or insurance tax, transfer tax or other tax-related items (“**Tax Items**”) related to the Offer and the disposition of Public Warrants, such Public Warrant holder acknowledges that the ultimate liability for all Tax Items is and remains his, her or its sole responsibility. In that regard, a tender of Public Warrants authorizes the Company to withhold all applicable Tax Items potentially payable by a tendering Public Warrant holder. The Company’s acceptance for payment of Public Warrants tendered pursuant to the Offer will constitute a binding agreement between the tendering Public Warrant holder and the Company upon the terms and subject to certain conditions of the Offer.

(continued on following page)

Number of Public Warrants to be exchanged by you for the account of the undersigned:

* No fractional Shares will be issued. Public Warrants may only be exchanged for whole Shares. In lieu of issuing fractional Shares to which any holder of Public Warrants would otherwise have been entitled, the Company will round the number of Shares to which such holder is entitled, after aggregating all fractions, up to the next whole number of Shares.

** Unless otherwise indicated, it will be assumed that all Public Warrants held by us for your account are to be exchanged.

Signature(s): _____

Name(s): _____
(Please Print)

Taxpayer Identification Number: _____

Address(es): _____
(Including Zip Code)

Area Code/Phone Number: _____

Date: _____, 2019

**Organogenesis Holdings Services Commences Offer to Exchange
Class A Common Stock for any and all Outstanding Public Warrants and Consent Solicitation**

CANTON, MASSACHUSETTS ([●], 2019) — Organogenesis Holdings Inc. (Nasdaq: ORGO) (the “Company,” “we” or “our”) today announced that it has commenced an offer to exchange (“Offer to Exchange”) 0.095 shares of the Company’s Class A common stock (“Class A Common Stock”) for each outstanding Public Warrant originally issued in a registered offering, as further described below. This exchange ratio equates to approximately one share of Class A Common Stock for every 11 Public Warrants tendered.

Concurrently with the offer, the Company is also soliciting consents from holders of Public Warrants to amend the Warrant Agreement governing all of the Public Warrants to permit the Company to require that each Public Warrant that is outstanding upon the closing of the Offer be converted into 0.0855 Shares, which is a ratio 10% less than the exchange ratio applicable to the Offer.

The Offer to Exchange commenced today and will expire, unless extended, at 12:00 midnight, Eastern Time, on [●], 2019. Tenders of Public Warrants must be made prior to the expiration of the Offer to Exchange and may be withdrawn at any time prior to the expiration of the Offer to Exchange.

The Offer to Exchange relates to the warrants that were issued in connection with the Company’s initial public offering registered under the Securities Act of 1933 pursuant to a prospectus dated October 10, 2016, which trade through The Depository Trust Company (the “Public Warrants”). The Offer does not relate to the warrants issued in private placements that occurred contemporaneously with our initial public offering, none of which are currently outstanding. Any and all outstanding Public Warrants are eligible to be tendered pursuant to the Offer.

The purpose of the Offer to Exchange is to reduce the number of shares of Class A Common Stock that would become outstanding upon the exercise of Public Warrants. The Offer to Exchange and Consent Solicitation was approved by the board of directors. The Company’s board of directors believes that by allowing holders of Public Warrants to exchange one Public Warrant for 0.095 shares of Class A Common Stock, the Company can potentially reduce, or eliminate, the substantial number of shares of Class A Common Stock that would be issuable upon exercise of the Public Warrants, thus providing investors and potential investors with greater certainty as to the Company’s capital structure. For example, if all of the outstanding Public Warrants were validly tendered in the Offer to Exchange, the Company would issue approximately 2,934,622 shares of Class A Common Stock in exchange for such tendered Public Warrants. However, if all of the outstanding Public Warrants were exercised for shares of Class A Common Stock pursuant to the terms of the Public Warrants, the Company would issue 15,445,374 shares of Class A Common Stock.

The terms and conditions of the offer and the consent solicitation are set forth in the Offer Letter and Consent Solicitation, the Letter of Transmittal and the other related offering materials that are being distributed to the holders of the Public Warrants. To participate in the offer, holders must tender their Public Warrants in accordance with the instructions included in the offering materials prior to the expiration of the offer. The Company will exchange all Public Warrants properly tendered and not properly withdrawn prior to the expiration of the Offer to Exchange, as described in the Offer to Exchange Letter that is filed with the U.S. Securities and Exchange Commission (the “SEC”) under cover of Schedule TO and being distributed to Public Warrant holders. The Offer to Exchange is, however, subject to certain customary conditions, as described in the Offer to Exchange Letter.

As of July [●], 2019, the Company had [91,340,165] outstanding shares of Class A Common Stock, no outstanding shares of Class B Common Stock and [30,890,748] outstanding Public Warrants.

On July 12, 2019, the Company entered into a Warrant Exchange Agreement with Avista Capital Partners IV L.P., and Avista Capital Partners IV (Offshore), L.P. (collectively, the “PIPE Investors”) pursuant to which, the

Investors agreed to exchange 4,100,000 warrants to purchase one-half of one share of the Company's Class A Common Stock at an exercise price of \$5.75 per half share (the "PIPE Warrants") acquired in connection with a private placement in December 2018 for shares of our Class A Common Stock at the same exchange ratio offered to the Public Warrant holders in the Offer to Exchange. The exchange of the PIPE Warrants by the PIPE Investors will occur following the Company's acceptance of any Public Warrants tendered in connection with the Offer to Exchange and is exempt from registration under Section 3(a)(9) of the Securities Act, as no commission or other remuneration will be paid or given directly or indirectly for soliciting the transaction.

None of the Company, its board of directors, officers or employees, nor the depository, information agent or financial advisor makes any recommendations to Public Warrant holders as to whether to tender or refrain from tendering their Public Warrants pursuant to the Offer to Exchange. Public Warrant holders must decide how many Public Warrants they will tender, if any.

The information agent for the Offer to Exchange is Morrow Sodali. The depository for the Offer to Exchange is Continental Stock Transfer & Trust Company. The Offer to Exchange, Letter of Transmittal and related documents are being mailed to Public Warrant holders of record and will be made available for distribution to beneficial owners of the Public Warrants.

Additional Information. This press release 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 Class A Common Stock. **The Offer to Exchange described above is made only 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. The solicitation of offers to exchange Public Warrants for shares of the Company's Class A 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, as they contain important information about the Offer to Exchange.** Public Warrant holders can obtain these documents free of charge from the SEC's website at www.sec.gov, or by directing a request to the information agent for the Offer to Exchange, Morrow Sodali, toll-free (800) 662-5200 (banks and brokerage firms, please call (203) 658-9400).

About Organogenesis Holdings Inc.

Organogenesis Holdings Inc. is a leading regenerative medicine company offering a portfolio of bioactive and acellular biomaterials products in advanced wound care and surgical biologics, including orthopedics and spine. Organogenesis's comprehensive portfolio is designed to treat a variety of patients with repair and regenerative needs. For more information, visit www.organogenesis.com. Information on our website is not part of this release.

Forward-Looking Statements

In addition to historical information, this release may contain a number of "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements include, without limitation, information concerning completion of the Offer to Exchange, the terms and timing of the Offer to Exchange, and the impact of completion of the Offer to Exchange. The Company may modify the terms or timing of the Offer to Exchange with requisite notice. These statements are based on the Company's management's current expectations and beliefs, as well as a number of assumptions concerning future events. When used in this press release, the words "may," "expect," "estimate," "project," "purpose," "plan," "believe," "intend," "anticipate," "will," "continue," "potential," "should," "could," and similar terms and phrases are intended to identify forward-looking statements. Although the Company believes that the expectations reflected in these forward-looking statements are reasonable, they do involve certain assumptions, risks and uncertainties. These forward-looking statements

represent the Company's current expectations or beliefs concerning future events, and it is possible that the results described in this release will not be achieved. These forward-looking statements are subject to certain risks, uncertainties and assumptions, including those identified in this release or disclosed from time to time in the Company's filings with the Securities and Exchange Commission (the "SEC"). Factors that could cause actual results to differ from the Company's expectations include (1) the Company has incurred significant losses since inception and anticipates that it will incur substantial losses for the foreseeable future; (2) the Company faces significant and continuing competition, which could adversely affect its business, results of operations and financial condition; (3) rapid technological change could cause the Company's products to become obsolete and if the Company does not enhance its product offerings through its research and development efforts, it may be unable to effectively compete; (4) to be commercially successful, the Company must convince physicians that its products are safe and effective alternatives to existing treatments and that its products should be used in their procedures; (5) the Company's ability to raise funds to expand its business; (6) the impact of any changes to the reimbursement levels for the Company's products and the impact to the Company of the loss of preferred "pass through" status for PuraPly AM and PuraPly on October 1, 2020; (7) the Company's ability to maintain compliance with applicable Nasdaq listing standards; (8) changes in applicable laws or regulations; (9) the possibility that the Company may be adversely affected by other economic, business, and/or competitive factors; (10) changes in market conditions, actions by holders of Public Warrants and other investors; (11) changes in demand for the Company's products; (12) availability of financing and capital; (13) the Company's liquidity; (14) the Company's compliance with covenants under its credit agreements; and (15) other factors described in the Company's public disclosures and filings with the SEC, including those described under "Item 1A. Risk Factors" in our annual report on Form 10-K filed with the SEC on March 18, 2019, as amended. As a result of these factors, actual results may differ materially from those indicated or implied by forward-looking statements.

Any forward-looking statement speaks only as of the date on which it is made, and, except as required by law, the Company does not undertake any obligation to update or revise any forward- looking statement, whether as a result of new information, future events or otherwise.

Contacts:

Investor Inquiries:

Westwicke Partners
Mike Piccinino, CFA
OrganoIR@westwicke.com
443-213-0500

Press and Media Inquiries:

Organogenesis
Angelyn Lowe
alowe@organo.com
781-774-9364

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 foregoing, 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]

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.