

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **February 18, 2015**

ANTRIABIO, INC.

(Name of registrant in its charter)

Delaware
(State or jurisdiction
of incorporation or
organization)

000-54495
(Commission File
Number)

27-3440894
(IRS Employer
Identification No.)

1450 Infinite Drive
Louisville, CO 80027
(Address of principal executive offices)

(303) 222-2128
(Registrant's telephone number)

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

PIPE TRANSACTION

On December 4, 2014, AntriaBio, Inc. (the “**Company**”, “**we**”, “**us**” or “**our**”) announced an initial close (the “**Initial Close**”) of a private placement transaction (the “**PIPE Financing**”) with certain accredited investors (each an “**Investor**” and collectively, the “**Investors**”) pursuant to Section 4(a)(2) of the United States Securities Act of 1933, as amended (the “**Act**”) and Rule 506 of Regulation D promulgated thereunder. On December 31, 2014, we completed a subsequent close of the financing (the “**Subsequent Close**”) and on February 18, 2015 we closed the PIPE Financing (the “**Final Close**” together with the Initial Close and the Subsequent Close, the “**Close**”). In connection with the Close of the PIPE Financing, we entered into Subscription Agreements (collectively, the “**Subscription Agreements**”) by and between us and each Investor in which we issued to the Investors an units of the Company (each a “**Unit**” and collectively, the “**Unit**”). Each Unit was priced at \$1.85 and consists of one share of our common stock (an “**Offered Share**”) and one common share purchase warrant (a “**Warrant**”) exercisable at \$2.50 at any time until 5:00 p.m. (Pacific Time) on the date that is thirty-six (36) months following the Close of the PIPE Financing. We received gross cash proceeds of \$9.2 million, excluding placement agent compensation, transaction costs, fees and expenses in the Close of the PIPE Financing.

Financing Warrant

As part of the compensation we agreed to pay the placement agent (the “**Placement Agent**”) in connection with the PIPE financing, we issued to the Placement Agent a warrant (the “**Financing Warrant**”) to purchase such number of shares of the Company’s common stock equal to 17.5% of the gross proceeds of the PIPE Financing (the “**Financing Warrant Shares**”). The Financing Warrant is exercisable for a period of seven (7) years from the date of issuance with an exercise price of \$2.50 per Financing Warrant Share. The Financing Warrant contains cashless exercise rights, and shall be adjusted both as to the number of shares and price into which and at which they are exercisable, based on any splits, conversions, or reorganizations that affect the Company’s common stock.

Registration Rights

In connection with the PIPE Financing, we granted registration rights to the Investors and the Placement Agent whereby we agreed that within ninety (90) days following the Close of the PIPE Financing, we will file a registration statement (the “**Registration Statement**”) under the Act, covering the Offered Shares, the Warrant Shares, and the Financing Warrant Shares. We agreed to take all necessary actions and make all necessary filings to keep the Registration Statement effective for a period that extends from the first date on which the United States Securities and Exchange Commission (the “**SEC**”) issues an order of effectiveness in relation to the Registration Statement until such date as our legal counsel issues a legal opinion asserting that the Offered Shares, Warrant Shares, and Financing Warrant Shares are available for resale under Rule 144 of the Securities Act.

Rule 135C Notice

We are providing this Current Report on Form 8-K in accordance with Rule 135c under the Securities Act of 1933, as amended (“**Rule 135c**”), and the notice contained herein does not constitute an offer to sell the Company’s securities, and is not a solicitation for an offer to purchase the Company’s securities. Any securities that may be offered pursuant to the PIPE Financing or any agreement related thereto including, but not limited to, the Subscription Agreement or any other agreement have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements.

The foregoing description of the Warrants is a summary of the material terms thereof and is qualified in its entirety by the complete text of the form of the Warrant, which is attached hereto as Exhibit 4.1 to our Current Report on Form 8-K filed with the SEC on December 4, 2014, which is incorporated herein by reference.

The foregoing description of the Financing Warrant and Subscription Agreement is a summary of the material terms thereof and is qualified in its entirety by the complete text of the form of the Financing Warrant and form of Subscription Agreement, which are attached hereto as Exhibits 4.2 and 10.1 to our Current Report on Form 8-K filed with the SEC on January 5, 2015, which is incorporated herein by reference.

AMENDED AND RESTATED EMPLOYMENT AGREEMENTS

Chief Executive Officer

On February 23, 2015, we entered into a second amended and restated employment agreement (the “**CEO Second Amended and Restated Employment Agreement**”) with our Chief Executive Officer, Nevan Elam, amending the Employment Agreement between the Company and Mr. Elam dated March 26, 2014 (the “**Employment Agreement**”). The CEO Second Amended and Restated Employment Agreement provides, among other things, for: (i) an increase in Mr. Elam’s base salary from \$390,000 to \$450,000 based on current market data; and (ii) an increase in Mr. Elam’s target bonus from 50% to 60% of his annual salary.

The foregoing description of the CEO Second Amended and Restated Employment Agreement is a summary of the material terms thereof and is qualified in its entirety by the complete text of the CEO Second Amended and Restated Employment Agreement, which is attached hereto as Exhibit 10.2 to this Current Report on Form 8-K.

Chief Scientific Officer

On February 23, 2015, we entered into a second amended and restated employment agreement (the “**CSO Second Amended and Restated Employment Agreement**”) with our Chief Scientific Officer, Sankaram Mantripragada, amending the CSO Employment Agreement between the Company and Dr. Mantripragada dated March 26, 2014 (the “**CSO Employment Agreement**”). The CSO Second Amended and Restated Employment Agreement provides, among other things, for: (i) an increase in Mr. Mantripragada’s base salary from \$295,000 to \$350,000 based on current market data; and (ii) an increase in Mr. Mantripragada’s target bonus from 40% to 45% of his annual salary.

The foregoing description of the CSO Second Amended and Restated Employment Agreement is a summary of the material terms thereof and is qualified in its entirety by the complete text of the CSO Second Amended and Restated Employment Agreement, which is attached hereto as Exhibit 10.3 to this Current Report on Form 8-K.

Chief Accounting Officer

On February 23, 2015, we entered into an amended and restated employment agreement (the “**CAO Amended and Restated Employment Agreement**”) with our Chief Accounting Officer, Morgan Fields, amending the Employment Agreement between the Company and Ms. Fields dated January 27, 2014 (the “**Employment Agreement**”). The CAO Amended and Restated Employment Agreement provides, among other things, for: (i) an increase in Ms. Fields’ base salary from \$130,000 to \$145,000 based on current market data; and (ii) an increase in the target bonus from 15% to 25% of her annual salary.

The foregoing description of the CAO Amended and Restated Employment Agreement is a summary of the material terms thereof and is qualified in its entirety by the complete text of the CAO Amended and Restated Employment Agreement, which is attached hereto as Exhibit 10.4 to this Current Report on Form 8-K.

Item 3.02 Unregistered Sales of Equity Securities

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The sale and issuance of the Offered Shares, the Warrants, the Financing Warrants and the issuance of shares of our common stock upon the exercise or conversion thereof have been determined to be exempt from registration under the Securities Act, in reliance on Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering, in which the investors are accredited and have acquired the securities for investment purposes only and not with a view to or for sale in connection with any distribution thereof. Such securities may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) The information set forth in Item 1.01 under the caption “**AMENDED AND RESTATED EMPLOYMENT AGREEMENTS**” of this Current Report on Form 8-K is incorporated by reference into this Item 5.02(e).

On February 23, 2015, the Board of Directors approved the payment of 100% of the target bonus for 2014 for the Chief Executive Officer and Chief Scientific Officer and approved payment of 150% of the target bonus for 2014 for the Chief Accounting Officer. The Board of Directors also approved the one-time bonus to Dr. Mantripragada, which is to be paid when animal trials for AB101 began and the one-time bonus to Dr. Hoyoung Huh that was in his employment agreement. The bonuses were approved to be paid on February 28, 2015. The Chief Executive Officer and Chief Scientific Officer have both decided to defer payment of their bonuses and Dr. Huh decided to defer 50% of his bonus until a later date to be determined by the executives and the Board.

Stock Option Plan

On February 23, 2015, the Board of Directors adopted the Company’s 2015 Non Qualified Stock Option Plan (the “**Plan**”). The following is a summary of the Plan.

The Board of Directors adopted the 2015 Non Qualified Stock Option Plan on February 23, 2015. The purpose of the Plan is to promote the interests of the Company by aiding the Company in attracting and retaining employees, officers, consultants, advisors and non-employee directors capable of assuring the future success of the Company, to offer such persons incentives to put forth maximum efforts for the success of the Company’s business and to compensate such persons through various stock based arrangements and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company’s stockholders.

The aggregate number of shares of Common Stock that may be issued under all awards under the Plan is 6,850,000 shares of Common Stock. Any employee, officer, non-employee director, consultant, independent contractor or advisor to the Company or any affiliate of the Company shall be eligible to be designated as a participant. The Board may grant awards in the form of options to purchase shares of the Company’s Common Stock. With regard to each such option, the Board will determine the number of shares subject to the option, the manner and time of the exercise of the option, and the exercise price per share of stock subject to the option; provided however, that the exercise price of any stock option may not be less than the greater of 100% of the fair market value of the shares of Common Stock on the date the option is granted, provided, however, that the Committee may designate a purchase price below fair market value on the date of grant if the option is granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Company. The term of each option shall be fixed by the Committee at the time but shall not be longer than ten (10) years from the date of grant.

The foregoing description of the Plan is a summary of the material terms thereof and is qualified in its entirety by the complete text of the 2015 Non Qualified Stock Option Plan, which is attached hereto as Exhibit 10.5 to this Current Report on Form 8-K.

In connection with the adoption of the plan, on February 23, 2015, the Board of Directors issued the following Plan awards to certain of the Company’s “named executive officers” and directors:

Executive	Position	Type of Award	Number of Shares of Common Stock Underlying Award
Nevan Elam	Chief Executive Officer and Chairman of the Stock Options Board		1,740,000
Sankaram Mantripragada	Chief Scientific Officer	Stock Options	695,000
Morgan Fields	Chief Accounting Officer	Stock Options	307,000
Hoyoung Huh	Chairman of the Scientific Advisory Board and Business Development, Director	Stock Options	808,000
Barry Sherman	Director	Stock Options	187,000

In addition, the Board also issued to certain other officers, key employees and consultants options exercisable into an aggregate of 335,000 shares of the Company's common stock. The stock options have an exercise price of \$2.06 per share and are exercisable until February 23, 2025.

Item 9.01 Financial Statements and Exhibits

EXHIBIT	DESCRIPTION
4.1	Form of Warrant *
4.2	Form of Financing Warrant **
10.1	Form of Subscription Agreement **
10.2	CEO Second Amended and Restated Employment Agreement
10.3	CSO Second Amended and Restated Employment Agreement
10.4	CAO Amended and Restated Employment Agreement
10.5	The 2015 Non Qualified Stock Option Plan

* Previously filed with the Company's Current Report on Form 8-K as filed on December 4, 2014 and incorporated by reference.

** Previously filed with the Company's Current Report on Form 8-K as filed on January 5, 2015 and incorporated by reference.

SIGNATURES

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

ANTRIABIO, INC.

DATE: February 24, 2015

By: /s/ Morgan Fields
Morgan Fields
Chief Accounting Officer

EXHIBIT INDEX

EXHIBIT	DESCRIPTION
4.1	Form of Warrant *
4.2	Form of Financing Warrant **
10.1	Form of Subscription Agreement **
10.2	CEO Second Amended and Restated Employment Agreement
10.3	CSO Second Amended and Restated Employment Agreement
10.4	CAO Amended and Restated Employment Agreement
10.5	The 2015 Non Qualified Stock Option Plan

* Previously filed with the Company's Current Report on Form 8-K as filed on December 4, 2014 and incorporated by reference.

** Previously filed with the Company's Current Report on Form 8-K as filed on January 5, 2015 and incorporated by reference.

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective as of February 23, 2015 (the "Effective Date") by and between AntriaBio, Inc. a Delaware corporation, having an address of 1450 Infinite Drive, Louisville, CO 80027 ("AntriaBio" or the "Company"), and Nevan Elam ("Executive"). This agreement amends and replaces the Amended and Restated Employment Agreement entered into on March 26, 2014 between the Company and the Executive (the "Original Agreement") in its entirety.

In consideration of the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and Executive hereby accepts employment.
2. Term. The Executive's employment hereunder shall commence effective as of January 1, 2015 and shall continue until terminated on the terms and conditions set forth herein. The Term of this Agreement is hereafter referred to as "the term of this Agreement" or "the term hereof."
3. Capacity and Performance.

During the term hereof, Executive shall serve as President and Chief Executive Officer of the Company (the "Position"). In addition, during the term of this Agreement the Company will recommend to its stockholders that Executive be elected to the Board of Directors of the Company (the "Board") at each meeting of stockholders or in connection with each action by written consent pursuant to which Executive may be elected. Executive shall report directly to the Board. Executive shall have all powers and duties consistent with his position, subject to the direction and control of the Board and shall perform such other duties and responsibilities on behalf of the Company as may reasonably be designated from time to time by the Board. Executive shall require the approval of the Board to pursue or enter into any transaction or group of related transactions that are not in the ordinary course of business and would be material to the Company. Executive shall devote sufficient time and his best efforts, business judgment, skill and knowledge to the advancement of the business and interests of the Company and to the discharge of his duties and responsibilities hereunder. Executive shall comply with all written policies of the Company in effect from time to time and shall observe and implement those resolutions and directives of the Board as made or issued from time to time. Executive agrees that under no circumstances shall he undertake any other form of employment or consulting that would conflict with the interests of the Company.

4. Compensation and Benefits. As compensation for all services performed by Executive hereunder during the term hereof, and subject to performance of the Executive's duties and obligations pursuant to this Agreement:
- (a) Base Salary. The Company shall pay Executive a base salary of Four Hundred and Fifty Thousand Dollars (\$450,000) per annum, beginning on the Effective Date (the "Base Salary"), payable in accordance with the payroll practices of the Company for its executives, but no less than once per each month.
 - (b) Annual Bonus. During the term hereof, Executive shall have the opportunity to earn an annual performance bonus with a target equal to 60% of the Executive's salary ("Target Bonus") based upon performance criteria set by the Board in its sole discretion on an annual basis. By way of example, if Executive's annualized Base Salary is \$450,000, then Executive's target bonus shall be equal to \$270,000. It is understood and agreed that notwithstanding the Target Bonus, there shall be no minimum or maximum with respect to any potential annual bonus. The Board shall conduct a performance review of Executive at least once a year on or prior to February 1 of each year, commencing in 2016. The Company may, from time to time, pay such other bonus or bonuses to Executive as the Board or a compensation committee of the Board, in its sole discretion, deems appropriate. In order to receive the annual performance bonus, Executive must continue to be employed by the Company through the end of the period with respect to which the annual performance bonus has been earned. The annual performance bonus will be paid to Executive at such time as bonuses for the applicable period are regularly paid to senior executives of the Company; provided, however, in no event will the annual performance bonus be paid later than February 28 of the following calendar year.
 - (d) Equity Incentives. Executive has been previously issued options to purchase shares of common stock of the Company at an exercise price and such options shall remain in full force and effect. Executive shall be eligible to participate in the Company's equity incentive plans, if any, and any options or restricted stock granted under such plan shall be deemed to be Stock Options for purpose of this Agreement. In addition, Executive shall be eligible to participate in the Company's Restricted Stock Unit Plan, if any. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any equity incentive plan at any time without providing Executive notice, and the right to do so is expressly reserved.
 - (e) Vacations. During the term hereof, Executive shall be entitled to four (4) weeks of vacation per annum, to be taken at such times and intervals as shall be determined by Executive and subject to the reasonable business needs of the Company. Vacation time shall not cumulate from year to year.

- (f) Employee Benefits. During the term hereof, Executive shall be entitled to participate in health, dental, life insurance, retirement, and other benefits (“Benefits”) provided generally to similarly situated employees of the Company. Such participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable Company policies and (iii) the discretion of the Board or any administrative or other committee provided for in or contemplated by such plan. Nothing contained herein shall be construed to limit the Company’s ability to amend, suspend, or terminate any employee benefit plan or policy at any time without providing Executive notice, and the right to do so is expressly reserved.
- (g) Business Expenses. The Company shall pay or reimburse Executive for all reasonable business expenses incurred or paid by Executive in the performance of his duties and responsibilities hereunder, subject to any maximum annual limit and other restrictions on such expenses set by the Board for senior executives of the Company, and to such reasonable substantiation and documentation as may be specified by the Company from time to time.

5. Termination of Employment. Executive’s employment hereunder may terminate as set forth below.

- (a) Death. In the event of the Executive’s death during the term hereof, the Executive’s employment hereunder shall immediately terminate. In that event, the Company shall pay to the Executive’s designated beneficiary or, if no beneficiary has been designated by the Executive, to his estate, any earned and unpaid Base Salary through the date of termination plus an amount equal to his annual Target Bonus. The Company shall have no further obligation or liability to Executive or his estate.
- (b) Disability. In the event that Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform the essential functions of his position hereunder, with or without reasonable accommodation, for at least eighty (80) days during any period of one-hundred eighty (180) consecutive calendar days, the Company may terminate the Executive’s employment with thirty (30) day written notice. In that event, the Company shall pay to the Executive, any earned and unpaid Base Salary and his pro-rated annual Target Bonus through the date of termination. The Company shall have no further obligation or liability to the Executive.

- (c) By the Company for Cause. Employment with the Company is not for a specific term and can be terminated by Executive or by the Company or its successors at any time for any reason, with or without Cause, subject to the following terms. As used herein, “Cause” shall mean (i) any act that materially violates this agreement or the employment policies of the Company, (ii) any failure by the Executive to perform assigned job responsibilities that continues unremedied for a period of thirty (30) days after written notice to Executive by the Company (iii) any willful misconduct by Executive that may result in material harm to the Company or its employees, consultants or directors, (iv) misappropriation (or attempted misappropriation) by Executive of any assets or business opportunities of the Company, (v) embezzlement or fraud committed (or attempted) by Executive, or at his direction, (vi) Executive’s conviction of, indictment for, or pleading “guilty” or “no contest” to, (x) a felony or (y) any other criminal charge that has a material adverse impact on the performance of Executive’s duties to the Company or otherwise result in material injury to the reputation or business of the Company. Upon the giving of notice of termination of the Executive’s employment hereunder for Cause, the Company shall not have any further obligation or liability to the Executive, other than for Base Salary earned and unpaid through the date of termination. Any unvested stock options shall be forfeited and vested stock options not exercised prior to termination shall expire and no longer be exercisable.
- (d) By the Company without Cause. The Company may terminate the Executive’s employment hereunder without Cause at any time upon fourteen (14) days advance written notice.
- (e) By the Executive. Executive may terminate his employment, without cause or with Good Reason, at any time upon at least thirty (30) days’ advance written notice to the Company. The term “Good Reason” shall mean a material reduction in Executive’s duties or material reduction in compensation, except for a reduction in compensation that affects all members of management on the same percentage basis.
- (f) Change of Control. If the Company terminates Executive within twelve (12) months following a Change of Control or if Executive terminates for Good Reason within twelve (12) months following a Change of Control, in addition to the Severance Benefits specified in Section 4(g)(i)(A) and (C) below, all Stock Options that are subject to vesting shall have the vesting accelerate and become fully vested, any shares of capital stock of the Company that are subject to a right of repurchase shall have such right of repurchase lapse and units then held by Executive pursuant to a restricted stock unit plan shall immediately vest and become exercisable. “Change in Control” means an event or occurrence set forth in any one or more of subsections below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (an “Acquiring Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Acquiring Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either (i) the then-outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company or (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; or
 - (ii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively.
- (g) Severance Benefits.
- (i) In the event that the Company terminates the Executive’s employment without Cause (as defined above subject to the terms and conditions of this Section 5(g)) or Executive terminates his employment for Good Reason, (A) the Company will pay an amount equal to the Three times the Base Salary plus

150% of the annual Target Bonus as severance on a monthly basis to Executive and will provide the continuation of the benefits set forth in Section 4(e) for a period of twelve months (the "Severance Period") following Executive's termination, (B) any Stock Options that are subject to vesting shall have vesting accelerated with respect to the number of shares that would have vested during the Severance Period if Executive had remained employed by the Company during such period (and any shares of capital stock of the Company that are subject to a right of repurchase shall have such right of repurchase lapse with respect to the number of shares that would have lapsed during the Severance Period if Executive had remained employed by the Company during such period), and (C) accrued and unused vacation at the time of termination up to a maximum of four weeks shall be paid to Executive.

- (ii) The severance amount and benefits continuation set forth in Section 5(f)(i) are referred to herein as the "Severance Benefits." The continuation of any group health plan benefits shall be to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), with the cost of the regular employer portion of the premium for such benefits paid by the Company. The Executive's right to receive Severance Benefits under Subsection 5(f)(i) is conditioned upon (x) the Executive's prior execution and delivery to the Company of a reasonably satisfactory general release of any and all claims and causes of action of Executive against the Company and its officers and directors, excepting only the right to any compensation, benefits and/or reimbursable expenses due and unpaid under Sections 4 and/or 5(f)(i) of this Agreement, and (y) the Executive's continued performance of those obligations hereunder that continue by their express terms after the termination of his employment, including without limitation those set forth in Sections 8. Any Severance Benefits to be paid hereunder shall be payable in accordance with the payroll practices of the Company for its executives generally as in effect from time to time, and subject to all required withholding of taxes.

6. Effect of Termination. Upon termination of this Agreement, all obligations and provisions of this Agreement shall terminate except with respect to any accrued and unpaid monetary obligations and vesting acceleration provisions and except for the provisions of Section 7 through (and inclusive of) 20 hereof.

7. Confidential Information; Assignment of Inventions.

- (a) Executive acknowledges that the Company and its Affiliates will continually develop Confidential Information and Proprietary Information (as defined below), that Executive may develop

Confidential Information and Proprietary Information for the Company or its Affiliates, and that Executive may learn of Confidential Information and Proprietary Information during the course of his employment with the Company. Executive agrees that, except as required for the proper performance of his duties for the Company, he will not, directly or indirectly, use or disclose any Confidential Information or Proprietary Information. Executive understands and agrees that this restriction will continue to apply after his employment terminates, regardless of the reason for termination.

- (b) Executive agrees that all Confidential Information and Proprietary Information, including, without limitation all work products, inventions methods, processes, designs, software, apparatuses, compositions of matter, procedures, improvements, property, data documentation, information or materials that the Executive, jointly or separately prepared, conceived, discovered, reduced to practice, developed or created during, in connection with, for the purpose of, related to, or as a result of his employment with the Company, and/or to which he has access as a result of his employment with the Company (collectively, the "Inventions") is and shall remain the sole and exclusive property of the Company.
- (c) Executive by his signature on this Agreement unconditionally and irrevocably transfers and assigns to the Company all rights, title and interest in the Inventions (as defined above, including all patent, copyright, trade secret and any other intellectual property rights therein) and will take any steps and execute any further documentation from time to time reasonably necessary to effect such assignment free of charge to the Company. Executive will further execute, upon request, whether during, or after the termination of, his employment with the Company, any and all applications for patents, assignments and other papers, which the Company may deem necessary or appropriate for securing such Inventions for the Company.
- (d) Except as required for the proper performance of his duties, Executive will not copy any and all papers, documents, drawings, systems, data bases, memoranda, notes, plans, records, reports files, data (including original data), disks, electronic media etc. containing Confidential Information or Proprietary Information ("Documents") or remove any Documents, or copies, from Company premises. Executive will return to the Company immediately after his employment terminates, and at such other times as may be specified by the Company, all Documents and copies and all other property of the Company and its Affiliates then in his possession or control.

8. Enforcement of Covenants. Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to Section 7 hereof. Executive acknowledges that the covenants contained in Section 7 are reasonably necessary to protect the goodwill of the Company that is its exclusive property. Executive further acknowledges and agrees that, were he to breach any of the covenants contained in Section 7 hereof, the damage would be irreparable. Executive therefore agrees that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by Executive of any of said covenants, without having to post bond.
9. Conflicting Agreements. Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which Executive is a party or is bound and that Executive is not subject to any covenants against competition or similar covenants that would affect the performance of his obligations hereunder. Executive will not disclose to or use any confidential or proprietary information of a third party without such party's consent.
10. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 10 and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:
 - (a) "*Affiliates*" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by either management authority or equity interest.
 - (b) "*Confidential Information*" means any and all information, inventions, discoveries, ideas, writings, communications, research, engineering methods, developments in chemistry, manufacturing information, practices, processes, systems, technical and scientific information, formulae, designs, concepts, products, trade secrets, projects, improvements and developments that relate to the business of the Company or any Affiliate and are not generally known by others, including but not limited to (i) products and services, technical data, methods and processes, (ii) marketing activities and strategic plans, (iii) financial information, costs and sources of supply, (iv) the identity and special needs of customers and prospective customers and vendors and prospective vendors, and (v) the people and organizations with whom the Company or any Affiliate has or plans to have business relationships and those relationships. Confidential Information also includes such information that the Company or any Affiliate may receive or has received belonging to customers or others who

do business with the Company or any Affiliate and any publication or literary creation of the Executive, developed in whole or in part while Executive is employed by the Company, in whatever form published the content of which, in whole or in part, relates to the business of the Company or any Affiliate. Confidential Information shall not include any information or materials that Executive can prove by written evidence (i) is or becomes publicly known through lawful means and without breach of this Agreement by Executive; (ii) was rightfully in Executive's possession or part of Executive's general knowledge prior to the Effective Date; or (iii) is disclosed to Executive without confidential or proprietary restrictions by a third party who rightfully possesses the information or materials without confidential or proprietary restrictions.

(c) "*Person*" means an individual, a corporation, an association, a partnership, an estate, a trust and any other entity or organization.

(d) "*Proprietary Information*" means any and all intellectual property subject to protection under applicable copyright, trademark, trade secret or patent laws if such property is similar in any material respect with the products and services offered by the Company or any Affiliate.

11. Withholding. All payments made under this Agreement shall be reduced by any tax or other amounts required to be withheld under applicable law.
12. Assignment. Neither the Company nor Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however*, that the Company may assign its rights and shall assign its obligations under this Agreement without the consent of Executive in the event that the Company shall hereafter effect a reorganization, or consolidate with or merge into any other Person, or transfer all or substantially all of its properties or assets to any other Person. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.
13. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or by overnight courier or delivery service, or three business days after being deposited in United States mail, postage prepaid, registered or certified, and addressed to Executive at his last known address on the books of the Company or, in the case of the Company, at the Company's principal place of business, to the attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment.
17. Amendment. This Agreement may be amended or modified only by a written instrument signed by Executive and an expressly authorized representative of the Company.
18. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
20. Governing Law. This Agreement shall be construed and enforced under and be governed in all respects by the laws of the State of Colorado, without regard to the conflict of laws principles thereof.
21. Tax Matters.
 - (a) In the event of an event constituting a change in the ownership or effective control of Company or ownership of a substantial portion of the assets of Company described in Code Section 280G(b)(2)(A)(i) (a "280G Transaction"), Company shall cause its independent auditors or another person or entity approved by the Company and Executive promptly to review all payments, accelerations, distributions and benefits that have been made to or provided to, and are to be made, or may be made, to or provided to, Executive under this Agreement, the 2012 Plan and any other arrangements providing for payments or benefits contingent on the occurrence of a 280G Transaction (irrespective of whether such payments or benefits are then payable to

Executive at that time), and any other agreement or plan under which Executive may individually or collectively benefit (collectively the “Original Payments”), to determine the applicability of Code Section 4999 to Executive in connection with such event. Company’s independent auditors or such other approved party will perform this analysis in conformity with the foregoing provisions and will provide Executive with a copy of their analysis and determination. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the Original Payments would be subject to the excise tax imposed under Code Section 4999 (the “Excise Tax”), the Original Payments shall be reduced (but not below zero) to the extent necessary so that no Original Payment shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by Executive shall exceed the net after-tax benefit received by him if no such reduction was made. For purposes of this Agreement, “net after-tax benefit” shall mean (a) the Original Payments which Executive receives or is then entitled to receive from Company that would constitute “parachute payments” within the meaning of Code Section 280G, less (b) the amount of all federal, state and local income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid to Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (c) the amount of the Excise Tax imposed with respect to the payments and benefits described in (a) above. If a reduction is to occur pursuant to this Section 24(a), the payments and benefits shall be reduced in the following order: any cash severance to which Executive becomes entitled (starting with the last payment due), then other cash amounts that are parachute payments (starting with the last payment due), then any stock option awards that have exercise prices higher than the then-fair market value price of the stock (based on the latest vesting tranches), then restricted stock and restricted stock units based on the latest awards scheduled to be distributed, and then other stock options based on the latest vesting tranches. The fees and expenses of Company’s auditor or any other party for services in connection with the determinations and calculations contemplated by this provision will be borne by Company.

- (b) The intent of the parties is that payments and benefits under this Agreement comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (“ Code Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If Executive notifies the Company (with specificity as to the reason therefor) that he believes that any provision of this Agreement (or of any award of any compensation or benefits) would cause him to incur any additional tax or interest under Code Section 409A and the Company concurs with such belief or the

Company independently makes such determination, the Company shall, after consultation with the Executive, to the extent legally permitted and to the extent it is possible to timely reform the provision to avoid taxation under Code Section 409A, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with or be exempt from Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to both Executive and the Company of the applicable provision without violating the provisions of Code Section 409A.

- (c) For purposes of the application of Treasury Regulation § 1.409A-1(b)(4) (or any successor provision), each payment in a series of payments will be deemed a separate payment.
- (d) If the termination of employment giving rise to the severance benefits described in Sections 5 or 6 is not a “separation from service” within the meaning of Treasury Regulation § 1.409A-1(h)(1), then to the extent necessary to avoid the imposition of any accelerated or additional tax under Code Section 409A, such benefits will be deferred without interest until Executive experiences a separation from service.

If at the time of Executive’s separation from service, (i) he is a specified employee (within the meaning of Code Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company makes a good faith determination that an amount payable to Executive constitutes deferred compensation (within the meaning of Code Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A (the “Delay Period”), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period. To the extent that any benefits to be provided during the Delay Period is considered deferred compensation under Code Section 409A provided on account of a “separation from service,” and such benefits are not otherwise exempt from Code Section 409A, Executive shall pay the cost of such benefits during the Delay Period, and the Company shall reimburse Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to Executive, the Company’s share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

- (e) To the extent an expense or in-kind benefit provided pursuant to this Agreement constitutes a “deferral of compensation” within the meaning of Code Section 409A (1) the expenses will be reimbursed to Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (2) the amount of expenses eligible for reimbursement or in-kind benefits provided during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided in any other calendar year, (3) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

IN WITNESS WHEREOF, this Amended and Restated Agreement has been executed by Executive and the Company, as approved by the Board of Directors by Unanimous Written Consent, by its duly authorized representative, as of the date first above written.

Executive:

AntriaBio, Inc.

/s/ Nevan Elam
Nevan Elam

By: /s/ Barry Sherman
Barry Sherman
Director

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective as of February 23, 2015 (the "Effective Date") by and between AntriaBio, Inc. a Delaware corporation, having an address of 1450 Infinite Drive, Louisville, CO 80027 ("AntriaBio" or the "Company"), and Sankaram Mantripragada ("Executive"). This agreement amends and replaces the Amended and Restated Employment Agreement entered into on March 26, 2014 between the Company and the Executive (the "Original Agreement") in its entirety.

In consideration of the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and Executive hereby accepts employment.
2. Term. The Executive's employment hereunder shall commence effective as of January 1, 2015 and shall continue until terminated on the terms and conditions set forth herein. The Term of this Agreement is hereafter referred to as "the term of this Agreement" or "the term hereof."
3. Capacity and Performance.

During the term hereof, Executive shall serve as Chief Scientific Officer of the Company (the "Position"). Executive shall report directly to the Chief Executive Officer. Executive shall have all powers and duties consistent with his position, subject to the direction and control of the Board and shall perform such other duties and responsibilities on behalf of the Company as may reasonably be designated from time to time by the Board. Executive shall require the approval of the Board to pursue or enter into any transaction or group of related transactions that are not in the ordinary course of business and would be material to the Company. Executive shall devote sufficient time and his best efforts, business judgment, skill and knowledge to the advancement of the business and interests of the Company and to the discharge of his duties and responsibilities hereunder. Executive shall comply with all written policies of the Company in effect from time to time and shall observe and implement those resolutions and directives of the Board as made or issued from time to time. Executive agrees that under no circumstances shall he undertake any other form of employment or consulting that would conflict with the interests of the Company.

4. Compensation and Benefits. As compensation for all services performed by Executive hereunder during the term hereof, and subject to performance of the Executive's duties and obligations pursuant to this Agreement:

- (a) Base Salary. The Company shall pay Executive a base salary of Three Hundred and Fifty Thousand Dollars (\$350,000) per annum, beginning on the Effective Date (the "Base Salary"), payable in accordance with the payroll practices of the Company for its executives, but no less than once per each month.
- (b) Annual Bonus. During the term hereof, Executive shall have the opportunity to earn an annual performance bonus with a target equal to 50% of the Executive's salary ("Target Bonus") based upon performance criteria set by the Board in its sole discretion on an annual basis. By way of example, if Executive's annualized Base Salary is \$350,000, then Executive's target bonus shall be equal to \$175,000. It is understood and agreed that notwithstanding the Target Bonus, there shall be no minimum or maximum with respect to any potential annual bonus. The Board shall conduct a performance review of Executive at least once a year on or prior to February 1 of each year, commencing in 2016. The Company may, from time to time, pay such other bonus or bonuses to Executive as the Board or a compensation committee of the Board, in its sole discretion, deems appropriate. In order to receive the annual performance bonus, Executive must continue to be employed by the Company through the end of the period with respect to which the annual performance bonus has been earned. The annual performance bonus will be paid to Executive at such time as bonuses for the applicable period are regularly paid to senior executives of the Company; provided, however, in no event will the annual performance bonus be paid later than February 28 of the following calendar year.
- (c) One Time Bonus. The Company will pay the Executive a one-time bonus of \$100,000, when animal testing related to AB101, also known as InsuLAR, and also known as a weekly basal insulin product, begins either in the USA or outside the USA. This bonus will be paid by the Company on February 28, 2015. The Company will also pay the Executive a one-time bonus of \$175,000 upon initiation of a human clinical trial either in the USA or outside the USA related to AB101. The one-time bonus paid upon the occurrence of either or both of these two events shall not be considered or offset to any degree by the Company in determining the annual salary, annual bonus, expense reimbursement, benefits, or severance.
- (d) Equity Incentives. Executive has been previously issued options to purchase shares of common stock of the Company at an exercise price and such options shall remain in full force and effect. Executive shall be eligible to participate in the Company's equity incentive plans, if any, and any options or restricted stock granted under such plan shall be deemed to be Stock Options for purpose of this Agreement. In addition,

Executive shall be eligible to participate in the Company's Restricted Stock Unit Plan, if any. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any equity incentive plan at any time without providing Executive notice, and the right to do so is expressly reserved.

- (e) Vacations. During the term hereof, Executive shall be entitled to four (4) weeks of vacation per annum, to be taken at such times and intervals as shall be determined by Executive and subject to the reasonable business needs of the Company. Vacation time shall not cumulate from year to year.
- (f) Employee Benefits. During the term hereof, Executive shall be entitled to participate in health, dental, life insurance, retirement, and other benefits ("Benefits") provided generally to similarly situated employees of the Company. Such participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable Company policies and (iii) the discretion of the Board or any administrative or other committee provided for in or contemplated by such plan. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any employee benefit plan or policy at any time without providing Executive notice, and the right to do so is expressly reserved.
- (g) Business Expenses. The Company shall pay or reimburse Executive for all reasonable business expenses incurred or paid by Executive in the performance of his duties and responsibilities hereunder, subject to any maximum annual limit and other restrictions on such expenses set by the Board for senior executives of the Company, and to such reasonable substantiation and documentation as may be specified by the Company from time to time.

5. Termination of Employment. Executive's employment hereunder may terminate as set forth below.

- (a) Death. In the event of the Executive's death during the term hereof, the Executive's employment hereunder shall immediately terminate. In that event, the Company shall pay to the Executive's designated beneficiary or, if no beneficiary has been designated by the Executive, to his estate, any earned and unpaid Base Salary through the date of termination plus an amount equal to his annual Target Bonus. The Company shall have no further obligation or liability to Executive or his estate.
- (b) Disability. In the event that Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform the essential functions of his position hereunder, with or without

reasonable accommodation, for at least eighty (80) days during any period of one-hundred eighty (180) consecutive calendar days, the Company may terminate the Executive's employment with thirty (30) day written notice. In that event, the Company shall pay to the Executive, any earned and unpaid Base Salary and his pro-rated annual Target Bonus through the date of termination. The Company shall have no further obligation or liability to the Executive.

- (c) By the Company for Cause. Employment with the Company is not for a specific term and can be terminated by Executive or by the Company or its successors at any time for any reason, with or without Cause, subject to the following terms. As used herein, "Cause" shall mean (i) any act that materially violates this agreement or the employment policies of the Company, (ii) any failure by the Executive to perform assigned job responsibilities that continues unremedied for a period of thirty (30) days after written notice to Executive by the Company (iii) any willful misconduct by Executive that may result in material harm to the Company or its employees, consultants or directors, (iv) misappropriation (or attempted misappropriation) by Executive of any assets or business opportunities of the Company, (v) embezzlement or fraud committed (or attempted) by Executive, or at his direction, (vi) Executive's conviction of, indictment for, or pleading "guilty" or "no contest" to, (x) a felony or (y) any other criminal charge that has a material adverse impact on the performance of Executive's duties to the Company or otherwise result in material injury to the reputation or business of the Company. Upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company shall not have any further obligation or liability to the Executive, other than for Base Salary earned and unpaid through the date of termination. Any unvested stock options shall be forfeited and vested stock options not exercised prior to termination shall expire and no longer be exercisable.
- (d) By the Company without Cause. The Company may terminate the Executive's employment hereunder without Cause at any time upon fourteen (14) days advance written notice.
- (e) By the Executive. Executive may terminate his employment, without cause or with Good Reason, at any time upon at least thirty (30) days' advance written notice to the Company. The term "Good Reason" shall mean a material reduction in Executive's duties or material reduction in compensation, except for a reduction in compensation that affects all members of management on the same percentage basis.
- (f) Change of Control. If the Company terminates Executive within twelve (12) months following a Change of Control or if Executive terminates for Good Reason within twelve (12) months following a Change of Control, in addition to the Severance Benefits specified in Section

4(g)(i)(A) and (C) below, all Stock Options that are subject to vesting shall have the vesting accelerate and become fully vested, any shares of capital stock of the Company that are subject to a right of repurchase shall have such right of repurchase lapse and units then held by Executive pursuant to a restricted stock unit plan shall immediately vest and become exercisable. “Change in Control” means an event or occurrence set forth in any one or more of subsections below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (an “Acquiring Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Acquiring Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either (i) the then-outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company or (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; or
- (ii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively.

(g) Severance Benefits.

- (i) In the event that the Company terminates the Executive's employment without Cause (as defined above subject to the terms and conditions of this Section 5(g)) or Executive terminates his employment for Good Reason, (A) the Company will pay an amount equal to the Base Salary plus the 150% of the annual Target Bonus as severance on a monthly basis to Executive and will provide the continuation of the benefits set forth in Section 4(e) for a period of twelve months (the "Severance Period") following Executive's termination, (B) any Stock Options that are subject to vesting shall have vesting accelerated with respect to the number of shares that would have vested during the Severance Period if Executive had remained employed by the Company during such period (and any shares of capital stock of the Company that are subject to a right of repurchase shall have such right of repurchase lapse with respect to the number of shares that would have lapsed during the Severance Period if Executive had remained employed by the Company during such period), and (C) accrued and unused vacation at the time of termination up to a maximum of four weeks shall be paid to Executive.
- (ii) The severance amount and benefits continuation set forth in Section 5(f)(i) are referred to herein as the "Severance Benefits." The continuation of any group health plan benefits shall be to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), with the cost of the regular employer portion of the premium for such benefits paid by the Company. The Executive's right to receive Severance Benefits under Subsection 5(f)(i) is conditioned upon (x) the Executive's prior execution and delivery to the Company of a reasonably satisfactory general release of any and all claims and causes of action of Executive against the Company and its officers and directors, excepting only the right to any compensation, benefits and/or reimbursable expenses due and unpaid under Sections 4 and/or 5(f)(i) of this Agreement, and (y) the Executive's continued performance of those obligations hereunder that continue by their express terms after the termination of his employment, including without limitation those set forth in Sections 8. Any Severance Benefits to be paid hereunder shall be payable in accordance with the payroll practices of the Company for its executives generally as in effect from time to time, and subject to all required withholding of taxes.

6. Effect of Termination. Upon termination of this Agreement, all obligations and provisions of this Agreement shall terminate except with respect to any accrued and unpaid monetary obligations and vesting acceleration provisions and except for the provisions of Section 7 through (and inclusive of) 20 hereof.
7. Confidential Information; Assignment of Inventions.
- (a) Executive acknowledges that the Company and its Affiliates will continually develop Confidential Information and Proprietary Information (as defined below), that Executive may develop Confidential Information and Proprietary Information for the Company or its Affiliates, and that Executive may learn of Confidential Information and Proprietary Information during the course of his employment with the Company. Executive agrees that, except as required for the proper performance of his duties for the Company, he will not, directly or indirectly, use or disclose any Confidential Information or Proprietary Information. Executive understands and agrees that this restriction will continue to apply after his employment terminates, regardless of the reason for termination.
 - (b) Executive agrees that all Confidential Information and Proprietary Information, including, without limitation all work products, inventions methods, processes, designs, software, apparatuses, compositions of matter, procedures, improvements, property, data documentation, information or materials that the Executive, jointly or separately prepared, conceived, discovered, reduced to practice, developed or created during, in connection with, for the purpose of, related to, or as a result of his employment with the Company, and/or to which he has access as a result of his employment with the Company (collectively, the "Inventions") is and shall remain the sole and exclusive property of the Company.
 - (c) Executive by his signature on this Agreement unconditionally and irrevocably transfers and assigns to the Company all rights, title and interest in the Inventions (as defined above, including all patent, copyright, trade secret and any other intellectual property rights therein) and will take any steps and execute any further documentation from time to time reasonably necessary to effect such assignment free of charge to the Company. Executive will further execute, upon request, whether during, or after the termination of, his employment with the Company, any and all applications for patents, assignments and other papers, which the Company may deem necessary or appropriate for securing such Inventions for the Company.

- (d) Except as required for the proper performance of his duties, Executive will not copy any and all papers, documents, drawings, systems, data bases, memoranda, notes, plans, records, reports files, data (including original data), disks, electronic media etc. containing Confidential Information or Proprietary Information (“Documents”) or remove any Documents, or copies, from Company premises. Executive will return to the Company immediately after his employment terminates, and at such other times as may be specified by the Company, all Documents and copies and all other property of the Company and its Affiliates then in his possession or control.
8. Enforcement of Covenants. Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to Section 7 hereof. Executive acknowledges that the covenants contained in Section 7 are reasonably necessary to protect the goodwill of the Company that is its exclusive property. Executive further acknowledges and agrees that, were he to breach any of the covenants contained in Section 7 hereof, the damage would be irreparable. Executive therefore agrees that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by Executive of any of said covenants, without having to post bond.
9. Conflicting Agreements. Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which Executive is a party or is bound and that Executive is not subject to any covenants against competition or similar covenants that would affect the performance of his obligations hereunder. Executive will not disclose to or use any confidential or proprietary information of a third party without such party’s consent.
10. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 10 and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:
- (a) “*Affiliates*” means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by either management authority or equity interest.
- (b) “*Confidential Information*” means any and all information, inventions, discoveries, ideas, writings, communications, research, engineering methods, developments in chemistry, manufacturing information, practices, processes, systems, technical and scientific information, formulae, designs, concepts, products, trade secrets, projects, improvements and developments that relate to the business of the Company or any Affiliate and are not generally known by

others, including but not limited to (i) products and services, technical data, methods and processes, (ii) marketing activities and strategic plans, (iii) financial information, costs and sources of supply, (iv) the identity and special needs of customers and prospective customers and vendors and prospective vendors, and (v) the people and organizations with whom the Company or any Affiliate has or plans to have business relationships and those relationships. Confidential Information also includes such information that the Company or any Affiliate may receive or has received belonging to customers or others who do business with the Company or any Affiliate and any publication or literary creation of the Executive, developed in whole or in part while Executive is employed by the Company, in whatever form published the content of which, in whole or in part, relates to the business of the Company or any Affiliate. Confidential Information shall not include any information or materials that Executive can prove by written evidence (i) is or becomes publicly known through lawful means and without breach of this Agreement by Executive; (ii) was rightfully in Executive's possession or part of Executive's general knowledge prior to the Effective Date; or (iii) is disclosed to Executive without confidential or proprietary restrictions by a third party who rightfully possesses the information or materials without confidential or proprietary restrictions.

(c) "*Person*" means an individual, a corporation, an association, a partnership, an estate, a trust and any other entity or organization.

(d) "*Proprietary Information*" means any and all intellectual property subject to protection under applicable copyright, trademark, trade secret or patent laws if such property is similar in any material respect with the products and services offered by the Company or any Affiliate.

11. Withholding. All payments made under this Agreement shall be reduced by any tax or other amounts required to be withheld under applicable law.
12. Assignment. Neither the Company nor Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however*, that the Company may assign its rights and shall assign its obligations under this Agreement without the consent of Executive in the event that the Company shall hereafter effect a reorganization, or consolidate with or merge into any other Person, or transfer all or substantially all of its properties or assets to any other Person. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.
13. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
15. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or by overnight courier or delivery service, or three business days after being deposited in United States mail, postage prepaid, registered or certified, and addressed to Executive at his last known address on the books of the Company or, in the case of the Company, at the Company's principal place of business, to the attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment.
17. Amendment. This Agreement may be amended or modified only by a written instrument signed by Executive and an expressly authorized representative of the Company.
18. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
20. Governing Law. This Agreement shall be construed and enforced under and be governed in all respects by the laws of the State of Colorado, without regard to the conflict of laws principles thereof.
21. Tax Matters.
 - (a) In the event of an event constituting a change in the ownership or effective control of Company or ownership of a substantial portion of the assets of Company described in Code Section 280G(b)(2)(A)(i) (a

“280G Transaction “), Company shall cause its independent auditors or another person or entity approved by the Company and Executive promptly to review all payments, accelerations, distributions and benefits that have been made to or provided to, and are to be made, or may be made, to or provided to, Executive under this Agreement, the 2012 Plan and any other arrangements providing for payments or benefits contingent on the occurrence of a 280G Transaction (irrespective of whether such payments or benefits are then payable to Executive at that time), and any other agreement or plan under which Executive may individually or collectively benefit (collectively the “Original Payments”), to determine the applicability of Code Section 4999 to Executive in connection with such event. Company’s independent auditors or such other approved party will perform this analysis in conformity with the foregoing provisions and will provide Executive with a copy of their analysis and determination. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the Original Payments would be subject to the excise tax imposed under Code Section 4999 (the “Excise Tax”), the Original Payments shall be reduced (but not below zero) to the extent necessary so that no Original Payment shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by Executive shall exceed the net after-tax benefit received by him if no such reduction was made. For purposes of this Agreement, “net after-tax benefit” shall mean (a) the Original Payments which Executive receives or is then entitled to receive from Company that would constitute “parachute payments” within the meaning of Code Section 280G, less (b) the amount of all federal, state and local income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid to Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (c) the amount of the Excise Tax imposed with respect to the payments and benefits described in (a) above. If a reduction is to occur pursuant to this Section 24(a), the payments and benefits shall be reduced in the following order: any cash severance to which Executive becomes entitled (starting with the last payment due), then other cash amounts that are parachute payments (starting with the last payment due), then any stock option awards that have exercise prices higher than the then-fair market value price of the stock (based on the latest vesting tranches), then restricted stock and restricted stock units based on the latest awards scheduled to be distributed, and then other stock options based on the latest vesting tranches. The fees and expenses of Company’s auditor or any other party for services in connection with the determinations and calculations contemplated by this provision will be borne by Company.

- (b) The intent of the parties is that payments and benefits under this Agreement comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended (“ Code Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If Executive notifies the Company (with specificity as to the reason therefor) that he believes that any provision of this Agreement (or of any award of any compensation or benefits) would cause him to incur any additional tax or interest under Code Section 409A and the Company concurs with such belief or the Company independently makes such determination, the Company shall, after consultation with the Executive, to the extent legally permitted and to the extent it is possible to timely reform the provision to avoid taxation under Code Section 409A, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with or be exempt from Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to both Executive and the Company of the applicable provision without violating the provisions of Code Section 409A.
- (c) For purposes of the application of Treasury Regulation § 1.409A-1(b)(4) (or any successor provision), each payment in a series of payments will be deemed a separate payment.
- (d) If the termination of employment giving rise to the severance benefits described in Sections 5 or 6 is not a “separation from service” within the meaning of Treasury Regulation § 1.409A- 1(h)(1), then to the extent necessary to avoid the imposition of any accelerated or additional tax under Code Section 409A, such benefits will be deferred without interest until Executive’ experiences a separation from service.

If at the time of Executive’s separation from service, (i) he is a specified employee (within the meaning of Code Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company makes a good faith determination that an amount payable to Executive constitutes deferred compensation (within the meaning of Code Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A (the “ Delay Period “), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period. To the extent that any benefits to be provided during the Delay Period is considered deferred compensation under Code Section 409A provided on account of

a “separation from service,” and such benefits are not otherwise exempt from Code Section 409A, Executive shall pay the cost of such benefits during the Delay Period, and the Company shall reimburse Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to Executive, the Company’s share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

- (e) To the extent an expense or in-kind benefit provided pursuant to this Agreement constitutes a “deferral of compensation” within the meaning of Code Section 409A (1) the expenses will be reimbursed to Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (2) the amount of expenses eligible for reimbursement or in-kind benefits provided during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided in any other calendar year, (3) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

IN WITNESS WHEREOF, this Amended and Restated Agreement has been executed by Executive and the Company, as approved by the Board of Directors by Unanimous Written Consent, by its duly authorized representative, as of the date first above written.

Executive:

AntriaBio, Inc.

/s/ Sankaram MantriPragada
Sankaram MantriPragada

By: /s/ Nevan Elam
Nevan Elam
Chief Executive Officer

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective as of February 23, 2015 (the "Effective Date") by and between AntriaBio, Inc. a Delaware corporation, having an address of 1450 Infinite Drive, Louisville, CO 80027 ("AntriaBio" or the "Company"), and Morgan Fields ("Executive"). This agreement amends and replaces the Employment Agreement entered into on January 27, 2014 between the Company and the Executive (the "Original Agreement") in its entirety.

In consideration of the mutual promises, terms, provisions and conditions set forth in this Agreement, the parties hereby agree as follows:

1. Employment. Subject to the terms and conditions set forth in this Agreement, the Company hereby offers and Executive hereby accepts employment.
2. Term. The Executive's employment hereunder shall commence effective as of January 1, 2015 and shall continue until terminated on the terms and conditions set forth herein. The Term of this Agreement is hereafter referred to as "the term of this Agreement" or "the term hereof."
3. Capacity and Performance.

During the term hereof, Executive shall serve as Chief Accounting Officer of the Company (the "Position"). Executive shall report directly to the Chief Executive Officer. Executive shall have all powers and duties consistent with his position, subject to the direction and control of the Board and shall perform such other duties and responsibilities on behalf of the Company as may reasonably be designated from time to time by the Board. Executive shall require the approval of the Board to pursue or enter into any transaction or group of related transactions that are not in the ordinary course of business and would be material to the Company. Executive shall devote sufficient time and his best efforts, business judgment, skill and knowledge to the advancement of the business and interests of the Company and to the discharge of his duties and responsibilities hereunder. Executive shall comply with all written policies of the Company in effect from time to time and shall observe and implement those resolutions and directives of the Board as made or issued from time to time. Executive agrees that under no circumstances shall he undertake any other form of employment or consulting that would conflict with the interests of the Company.

4. Compensation and Benefits. As compensation for all services performed by Executive hereunder during the term hereof, and subject to performance of the Executive's duties and obligations pursuant to this Agreement:

- (a) Base Salary. The Company shall pay Executive a base salary of One Hundred and Forty Five Thousand Dollars (\$145,000) per annum, beginning on the Effective Date (the "Base Salary"), payable in accordance with the payroll practices of the Company for its executives, but no less than once per each month.
- (b) Annual Bonus. During the term hereof, Executive shall have the opportunity to earn an annual performance bonus with a target equal to 25% of the Executive's salary ("Target Bonus") based upon performance criteria set by the Board in its sole discretion on an annual basis. By way of example, if Executive's annualized Base Salary is \$145,000, then Executive's target bonus shall be equal to \$36,250. It is understood and agreed that notwithstanding the Target Bonus, there shall be no minimum or maximum with respect to any potential annual bonus. The Board shall conduct a performance review of Executive at least once a year on or prior to February 1 of each year, commencing in 2016. The Company may, from time to time, pay such other bonus or bonuses to Executive as the Board or a compensation committee of the Board, in its sole discretion, deems appropriate. In order to receive the annual performance bonus, Executive must continue to be employed by the Company through the end of the period with respect to which the annual performance bonus has been earned. The annual performance bonus will be paid to Executive at such time as bonuses for the applicable period are regularly paid to senior executives of the Company; provided, however, in no event will the annual performance bonus be paid later than February 28 of the following calendar year.
- (c) Equity Incentives. Executive has been previously issued options to purchase shares of common stock of the Company at an exercise price and such options shall remain in full force and effect. Executive shall be eligible to participate in the Company's equity incentive plans, if any, and any options or restricted stock granted under such plan shall be deemed to be Stock Options for purpose of this Agreement. In addition, Executive shall be eligible to participate in the Company's Restricted Stock Unit Plan, if any. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any equity incentive plan at any time without providing Executive notice, and the right to do so is expressly reserved.
- (e) Vacations. During the term hereof, Executive shall be entitled to four (4) weeks of vacation per annum, to be taken at such times and intervals as shall be determined by Executive and subject to the reasonable business needs of the Company. Vacation time shall not cumulate from year to year.

- (f) Employee Benefits. During the term hereof, Executive shall be entitled to participate in health, dental, life insurance, retirement, and other benefits (“Benefits”) provided generally to similarly situated employees of the Company. Such participation shall be subject to (i) the terms of the applicable plan documents, (ii) generally applicable Company policies and (iii) the discretion of the Board or any administrative or other committee provided for in or contemplated by such plan. Nothing contained herein shall be construed to limit the Company’s ability to amend, suspend, or terminate any employee benefit plan or policy at any time without providing Executive notice, and the right to do so is expressly reserved.
- (g) Business Expenses. The Company shall pay or reimburse Executive for all reasonable business expenses incurred or paid by Executive in the performance of his duties and responsibilities hereunder, subject to any maximum annual limit and other restrictions on such expenses set by the Board for senior executives of the Company, and to such reasonable substantiation and documentation as may be specified by the Company from time to time.

5. Termination of Employment. Executive’s employment hereunder may terminate as set forth below.

- (a) Death. In the event of the Executive’s death during the term hereof, the Executive’s employment hereunder shall immediately terminate. In that event, the Company shall pay to the Executive’s designated beneficiary or, if no beneficiary has been designated by the Executive, to his estate, any earned and unpaid Base Salary through the date of termination plus an amount equal to his annual Target Bonus. The Company shall have no further obligation or liability to Executive or his estate.
- (b) Disability. In the event that Executive becomes disabled during his employment hereunder through any illness, injury, accident or condition of either a physical or psychological nature and, as a result, is unable to perform the essential functions of his position hereunder, with or without reasonable accommodation, for at least eighty (80) days during any period of one-hundred eighty (180) consecutive calendar days, the Company may terminate the Executive’s employment with thirty (30) day written notice. In that event, the Company shall pay to the Executive, any earned and unpaid Base Salary and his pro-rated annual Target Bonus through the date of termination. The Company shall have no further obligation or liability to the Executive.
- (c) By the Company for Cause. Employment with the Company is not for a specific term and can be terminated by Executive or by the Company or its successors at any time for any reason, with or without Cause, subject to the following terms. As used herein, “Cause” shall mean (i) any act

that materially violates this agreement or the employment policies of the Company, (ii) any failure by the Executive to perform assigned job responsibilities that continues unremedied for a period of thirty (30) days after written notice to Executive by the Company (iii) any willful misconduct by Executive that may result in material harm to the Company or its employees, consultants or directors, (iv) misappropriation (or attempted misappropriation) by Executive of any assets or business opportunities of the Company, (v) embezzlement or fraud committed (or attempted) by Executive, or at his direction, (vi) Executive's conviction of, indictment for, or pleading "guilty" or "no contest" to, (x) a felony or (y) any other criminal charge that has a material adverse impact on the performance of Executive's duties to the Company or otherwise result in material injury to the reputation or business of the Company. Upon the giving of notice of termination of the Executive's employment hereunder for Cause, the Company shall not have any further obligation or liability to the Executive, other than for Base Salary earned and unpaid through the date of termination. Any unvested stock options shall be forfeited and vested stock options not exercised prior to termination shall expire and no longer be exercisable.

- (d) By the Company without Cause. The Company may terminate the Executive's employment hereunder without Cause at any time upon fourteen (14) days advance written notice.
- (e) By the Executive. Executive may terminate his employment, without cause or with Good Reason, at any time upon at least thirty (30) days' advance written notice to the Company. The term "Good Reason" shall mean a material reduction in Executive's duties or material reduction in compensation, except for a reduction in compensation that affects all members of management on the same percentage basis.
- (f) Change of Control. If the Company terminates Executive within twelve (12) months following a Change of Control or if Executive terminates for Good Reason within twelve (12) months following a Change of Control, in addition to the Severance Benefits specified in Section 4(g)(i)(A) and (C) below, all Stock Options that are subject to vesting shall have the vesting accelerate and become fully vested, any shares of capital stock of the Company that are subject to a right of repurchase shall have such right of repurchase lapse and units then held by Executive pursuant to a restricted stock unit plan shall immediately vest and become exercisable. "Change in Control" means an event or occurrence set forth in any one or more of subsections below (including an event or occurrence that constitutes a Change in Control under one of such subsections but is specifically exempted from another such subsection):

- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (an “Acquiring Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Acquiring Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 50% or more of either (i) the then-outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company or (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company; or
 - (ii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the resulting or acquiring corporation in such Business Combination in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively.
- (g) Severance Benefits.
- (i) In the event that the Company terminates the Executive’s employment without Cause (as defined above subject to the terms and conditions of this Section 5(g)) or Executive terminates his employment for Good Reason, (A) the Company will pay an amount equal to the Base Salary plus the 150% of the annual Target Bonus as severance on a monthly basis to Executive and will provide the continuation of the benefits set forth in Section 4(e) for a period of twelve months (the

“Severance Period”) following Executive’s termination, (B) any Stock Options that are subject to vesting shall have vesting accelerated with respect to the number of shares that would have vested during the Severance Period if Executive had remained employed by the Company during such period (and any shares of capital stock of the Company that are subject to a right of repurchase shall have such right of repurchase lapse with respect to the number of shares that would have lapsed during the Severance Period if Executive had remained employed by the Company during such period), and (C) accrued and unused vacation at the time of termination up to a maximum of four weeks shall be paid to Executive.

- (ii) The severance amount and benefits continuation set forth in Section 5(f)(i) are referred to herein as the “Severance Benefits.” The continuation of any group health plan benefits shall be to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as “COBRA”), with the cost of the regular employer portion of the premium for such benefits paid by the Company. The Executive’s right to receive Severance Benefits under Subsection 5(f)(i) is conditioned upon (x) the Executive’s prior execution and delivery to the Company of a reasonably satisfactory general release of any and all claims and causes of action of Executive against the Company and its officers and directors, excepting only the right to any compensation, benefits and/or reimbursable expenses due and unpaid under Sections 4 and/or 5(f)(i) of this Agreement, and (y) the Executive’s continued performance of those obligations hereunder that continue by their express terms after the termination of his employment, including without limitation those set forth in Sections 8. Any Severance Benefits to be paid hereunder shall be payable in accordance with the payroll practices of the Company for its executives generally as in effect from time to time, and subject to all required withholding of taxes.

6. Effect of Termination. Upon termination of this Agreement, all obligations and provisions of this Agreement shall terminate except with respect to any accrued and unpaid monetary obligations and vesting acceleration provisions and except for the provisions of Section 7 through (and inclusive of) 20 hereof.

7. Confidential Information; Assignment of Inventions.

- (a) Executive acknowledges that the Company and its Affiliates will continually develop Confidential Information and Proprietary Information (as defined below), that Executive may develop

Confidential Information and Proprietary Information for the Company or its Affiliates, and that Executive may learn of Confidential Information and Proprietary Information during the course of his employment with the Company. Executive agrees that, except as required for the proper performance of his duties for the Company, he will not, directly or indirectly, use or disclose any Confidential Information or Proprietary Information. Executive understands and agrees that this restriction will continue to apply after his employment terminates, regardless of the reason for termination.

- (b) Executive agrees that all Confidential Information and Proprietary Information, including, without limitation all work products, inventions methods, processes, designs, software, apparatuses, compositions of matter, procedures, improvements, property, data documentation, information or materials that the Executive, jointly or separately prepared, conceived, discovered, reduced to practice, developed or created during, in connection with, for the purpose of, related to, or as a result of his employment with the Company, and/or to which he has access as a result of his employment with the Company (collectively, the "Inventions") is and shall remain the sole and exclusive property of the Company.
- (c) Executive by his signature on this Agreement unconditionally and irrevocably transfers and assigns to the Company all rights, title and interest in the Inventions (as defined above, including all patent, copyright, trade secret and any other intellectual property rights therein) and will take any steps and execute any further documentation from time to time reasonably necessary to effect such assignment free of charge to the Company. Executive will further execute, upon request, whether during, or after the termination of, his employment with the Company, any and all applications for patents, assignments and other papers, which the Company may deem necessary or appropriate for securing such Inventions for the Company.
- (d) Except as required for the proper performance of his duties, Executive will not copy any and all papers, documents, drawings, systems, data bases, memoranda, notes, plans, records, reports files, data (including original data), disks, electronic media etc. containing Confidential Information or Proprietary Information ("Documents") or remove any Documents, or copies, from Company premises. Executive will return to the Company immediately after his employment terminates, and at such other times as may be specified by the Company, all Documents and copies and all other property of the Company and its Affiliates then in his possession or control.

8. Enforcement of Covenants. Executive acknowledges that he has carefully read and considered all the terms and conditions of this Agreement, including the restraints imposed upon him pursuant to Section 7 hereof. Executive acknowledges that the covenants contained in Section 7 are reasonably necessary to protect the goodwill of the Company that is its exclusive property. Executive further acknowledges and agrees that, were he to breach any of the covenants contained in Section 7 hereof, the damage would be irreparable. Executive therefore agrees that the Company, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any breach or threatened breach by Executive of any of said covenants, without having to post bond.
9. Conflicting Agreements. Executive hereby represents and warrants that the execution of this Agreement and the performance of his obligations hereunder will not breach or be in conflict with any other agreement to which Executive is a party or is bound and that Executive is not subject to any covenants against competition or similar covenants that would affect the performance of his obligations hereunder. Executive will not disclose to or use any confidential or proprietary information of a third party without such party's consent.
10. Definitions. Words or phrases which are initially capitalized or are within quotation marks shall have the meanings provided in this Section 10 and as provided elsewhere herein. For purposes of this Agreement, the following definitions apply:
- (a) "*Affiliates*" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by either management authority or equity interest.
- (b) "*Confidential Information*" means any and all information, inventions, discoveries, ideas, writings, communications, research, engineering methods, developments in chemistry, manufacturing information, practices, processes, systems, technical and scientific information, formulae, designs, concepts, products, trade secrets, projects, improvements and developments that relate to the business of the Company or any Affiliate and are not generally known by others, including but not limited to (i) products and services, technical data, methods and processes, (ii) marketing activities and strategic plans, (iii) financial information, costs and sources of supply, (iv) the identity and special needs of customers and prospective customers and vendors and prospective vendors, and (v) the people and organizations with whom the Company or any Affiliate has or plans to have business relationships and those relationships. Confidential Information also includes such information that the Company or any Affiliate may receive or has received belonging to customers or others who do business with the Company or any Affiliate and any publication or literary creation of the Executive, developed in whole or in part while Executive is employed by the Company, in whatever form published the content of which, in

whole or in part, relates to the business of the Company or any Affiliate. Confidential Information shall not include any information or materials that Executive can prove by written evidence (i) is or becomes publicly known through lawful means and without breach of this Agreement by Executive; (ii) was rightfully in Executive's possession or part of Executive's general knowledge prior to the Effective Date; or (iii) is disclosed to Executive without confidential or proprietary restrictions by a third party who rightfully possesses the information or materials without confidential or proprietary restrictions.

(c) "Person" means an individual, a corporation, an association, a partnership, an estate, a trust and any other entity or organization.

(d) "Proprietary Information" means any and all intellectual property subject to protection under applicable copyright, trademark, trade secret or patent laws if such property is similar in any material respect with the products and services offered by the Company or any Affiliate.

11. Withholding. All payments made under this Agreement shall be reduced by any tax or other amounts required to be withheld under applicable law.
12. Assignment. Neither the Company nor Executive may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; *provided, however*, that the Company may assign its rights and shall assign its obligations under this Agreement without the consent of Executive in the event that the Company shall hereafter effect a reorganization, or consolidate with or merge into any other Person, or transfer all or substantially all of its properties or assets to any other Person. This Agreement shall inure to the benefit of and be binding upon the Company and the Executive, and their respective successors, executors, administrators, heirs and permitted assigns.
13. Severability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
14. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of either party to require the performance of any term or obligation of this Agreement, or the waiver by either party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

15. Notices. Any and all notices, requests, demands and other communications provided for by this Agreement shall be in writing and shall be effective when delivered in person or by overnight courier or delivery service, or three business days after being deposited in United States mail, postage prepaid, registered or certified, and addressed to Executive at his last known address on the books of the Company or, in the case of the Company, at the Company's principal place of business, to the attention of the Chairman of the Board, or to such other address as either party may specify by notice to the other actually received.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the terms and conditions of the Executive's employment.
17. Amendment. This Agreement may be amended or modified only by a written instrument signed by Executive and an expressly authorized representative of the Company.
18. Headings. The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.
19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
20. Governing Law. This Agreement shall be construed and enforced under and be governed in all respects by the laws of the State of Colorado, without regard to the conflict of laws principles thereof.
21. Tax Matters.
 - (a) In the event of an event constituting a change in the ownership or effective control of Company or ownership of a substantial portion of the assets of Company described in Code Section 280G(b)(2)(A)(i) (a "280G Transaction"), Company shall cause its independent auditors or another person or entity approved by the Company and Executive promptly to review all payments, accelerations, distributions and benefits that have been made to or provided to, and are to be made, or may be made, to or provided to, Executive under this Agreement, the 2012 Plan and any other arrangements providing for payments or benefits contingent on the occurrence of a 280G Transaction (irrespective of whether such payments or benefits are then payable to Executive at that time), and any other agreement or plan under which Executive may individually or collectively benefit (collectively the "Original Payments"), to determine the applicability of Code Section

4999 to Executive in connection with such event. Company's independent auditors or such other approved party will perform this analysis in conformity with the foregoing provisions and will provide Executive with a copy of their analysis and determination. Notwithstanding anything contained in this Agreement to the contrary, to the extent that the Original Payments would be subject to the excise tax imposed under Code Section 4999 (the "Excise Tax"), the Original Payments shall be reduced (but not below zero) to the extent necessary so that no Original Payment shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by Executive shall exceed the net after-tax benefit received by him if no such reduction was made. For purposes of this Agreement, "net after-tax benefit" shall mean (a) the Original Payments which Executive receives or is then entitled to receive from Company that would constitute "parachute payments" within the meaning of Code Section 280G, less (b) the amount of all federal, state and local income taxes payable with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which the foregoing shall be paid to Executive (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first payment of the foregoing), less (c) the amount of the Excise Tax imposed with respect to the payments and benefits described in (a) above. If a reduction is to occur pursuant to this Section 24(a), the payments and benefits shall be reduced in the following order: any cash severance to which Executive becomes entitled (starting with the last payment due), then other cash amounts that are parachute payments (starting with the last payment due), then any stock option awards that have exercise prices higher than the then-fair market value price of the stock (based on the latest vesting tranches), then restricted stock and restricted stock units based on the latest awards scheduled to be distributed, and then other stock options based on the latest vesting tranches. The fees and expenses of Company's auditor or any other party for services in connection with the determinations and calculations contemplated by this provision will be borne by Company.

- (b) The intent of the parties is that payments and benefits under this Agreement comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("Code Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If Executive notifies the Company (with specificity as to the reason therefor) that he believes that any provision of this Agreement (or of any award of any compensation or benefits) would cause him to incur any additional tax or interest under Code Section 409A and the Company concurs with such belief or the Company independently makes such determination, the Company shall, after consultation with the Executive, to the extent legally permitted and to the extent it is possible to timely reform the provision to avoid

taxation under Code Section 409A, reform such provision to attempt to comply with Code Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Code Section 409A. To the extent that any provision hereof is modified in order to comply with or be exempt from Code Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to both Executive and the Company of the applicable provision without violating the provisions of Code Section 409A.

- (c) For purposes of the application of Treasury Regulation § 1.409A-1(b)(4) (or any successor provision), each payment in a series of payments will be deemed a separate payment.
- (d) If the termination of employment giving rise to the severance benefits described in Sections 5 or 6 is not a “separation from service” within the meaning of Treasury Regulation § 1.409A-1(h)(1), then to the extent necessary to avoid the imposition of any accelerated or additional tax under Code Section 409A, such benefits will be deferred without interest until Executive experiences a separation from service.

If at the time of Executive’s separation from service, (i) he is a specified employee (within the meaning of Code Section 409A and using the identification methodology selected by the Company from time to time), and (ii) the Company makes a good faith determination that an amount payable to Executive constitutes deferred compensation (within the meaning of Code Section 409A) the payment of which is required to be delayed pursuant to the six-month delay rule set forth in Code Section 409A in order to avoid taxes or penalties under Code Section 409A (the “Delay Period”), then the Company will not pay such amount on the otherwise scheduled payment date but will instead pay it in a lump sum on the first business day after such six-month period. To the extent that any benefits to be provided during the Delay Period is considered deferred compensation under Code Section 409A provided on account of a “separation from service,” and such benefits are not otherwise exempt from Code Section 409A, Executive shall pay the cost of such benefits during the Delay Period, and the Company shall reimburse Executive, to the extent that such costs would otherwise have been paid by the Company or to the extent that such benefits would otherwise have been provided by the Company at no cost to Executive, the Company’s share of the cost of such benefits upon expiration of the Delay Period, and any remaining benefits shall be reimbursed or provided by the Company in accordance with the procedures specified herein.

- (e) To the extent an expense or in-kind benefit provided pursuant to this Agreement constitutes a “deferral of compensation” within the meaning

of Code Section 409A (1) the expenses will be reimbursed to Executive as promptly as practical and in any event not later than the last day of the calendar year after the calendar year in which the expenses are incurred, (2) the amount of expenses eligible for reimbursement or in-kind benefits provided during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided in any other calendar year, (3) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit.

IN WITNESS WHEREOF, this Amended and Restated Agreement has been executed by Executive and the Company, as approved by the Board of Directors by Unanimous Written Consent, by its duly authorized representative, as of the date first above written.

Executive:

AntriaBio, Inc.

/s/ Morgan Fields
Morgan Fields

By: /s/ Nevan Elam
Nevan Elam
Chief Executive Officer

ANTRIABIO, INC.
2015 NON QUALIFIED STOCK OPTION PLAN

Section 1. Purpose

The purpose of the Plan is to promote the interests of the Company and its stockholders by aiding the Company in attracting and retaining employees, officers, consultants, advisors and non-employee Directors capable of assuring the future success of the Company, to offer such persons incentives to put forth maximum efforts for the success of the Company's business and to compensate such persons through stock options and provide them with opportunities for stock ownership in the Company, thereby aligning the interests of such persons with the Company's stockholders.

Section 2. Definitions

As used in the Plan, the following terms shall have the meanings set forth below:

- (a) "*Affiliate*" shall mean any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company.
 - (b) "*Award*" shall mean an Option awarded pursuant to this Plan.
 - (c) "*Award Agreement*" shall mean any written agreement, contract or other instrument or document evidencing an Award granted under the Plan (including a document in an electronic medium) executed in accordance with the requirements of Section 9(b).
 - (d) "*Board*" shall mean the Board of Directors of the Company.
 - (e) "*Code*" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.
 - (f) "*Committee*" means a committee or subcommittee of the Board appointed from time to time by the Board. Notwithstanding the foregoing, if, and to the extent that no Committee exists which has the authority to administer this Plan, the functions of the Committee shall be exercised by the Board and all references herein to the Committee shall be deemed to be references to the Board.
 - (g) "*Company*" shall mean AntriaBio, Inc., a Delaware corporation and any successor corporation.
 - (h) "*Director*" shall mean a member of the Board.
 - (i) "*Eligible Person*" shall mean any employee, officer, non-employee Director, consultant, independent contractor or advisor providing services to the Company or any Affiliate, or any such person to whom an offer of employment or engagement with the Company or any Affiliate is extended.
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- (j) “*Exchange Act*” shall mean the Securities Exchange Act of 1934, as amended.
- (k) “*Fair Market Value*” with respect to of one Share as of any date shall mean (a) if the Share is listed on any established stock exchange, the price of one Share at the close of the regular trading session of such market or exchange on such date, as reported by The Wall Street Journal or a comparable reporting service, or, if no sale of Shares shall have occurred on such date, on the next preceding date on which there was a sale of Shares; (b) if the Shares are not so listed on any established stock exchange, the average of the closing “bid” and “asked” prices quoted by the OTCQB, the National Quotation Bureau, or any comparable reporting service on such date or, if there are no quoted “bid” and “asked” prices on such date, on the next preceding date for which there are such quotes for a Share; or (c) if the Shares are not publicly traded as of such date, the per share value of a Share, as determined by the Board, or any duly authorized Committee of the Board, in its sole discretion, by applying principles of valuation with respect thereto.
- (l) “*Non-Employee Director*” shall mean a Director who is not also an employee of the Company or an Affiliate.
- (m) “*Option*” shall mean shall mean an option granted under the Plan.
- (n) “*Participant*” shall mean an Eligible Person designated to be granted an Award under the Plan.
- (o) “*Person*” shall mean any individual or entity, including a corporation, partnership, limited liability company, association, joint venture or trust.
- (p) “*Plan*” shall mean the AntriaBio, Inc. 2014 Non Qualified Stock Option Plan, as amended from time to time.
- (q) “*Rule 16b-3*” shall mean Rule 16b-3 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or any successor rule or regulation.
- (r) “*Section 409A*” shall mean Section 409A of the Code, or any successor provision, and applicable Treasury Regulations and other applicable guidance thereunder.
- (s) “*Securities Act*” shall mean the Securities Act of 1933, as amended.
- (t) “*Share*” or “*Shares*” shall mean common shares \$0.001 par value in the capital of the Company (or such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 4(c) of the Plan).
- (u) “*Specified Employee*” shall mean a specified employee as defined in Section 409A(a)(2)(B) of the Code or applicable proposed or final regulations under Section 409A, determined in accordance with procedures established by the Company and applied uniformly with respect to all plans maintained by the Company that are subject to Section 409A.

Section 3. Administration

(a) Power and Authority of the Committee. The Plan shall be administered by the Committee. Subject to the express provisions of the Plan and to applicable law, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the number of Shares to be covered by (or the method by which payments or other rights are to be calculated in connection with) each Award; (iii) determine the terms and conditions of any Award or Award Agreement, including any terms relating to the forfeiture of any Award and the forfeiture, recapture or disgorgement of any cash, Shares or other amounts payable with respect to any Award; (iv) amend the terms and conditions of any Award or Award Agreement, subject to the limitations under Section 7; (v) accelerate the exercisability of any Award or the lapse of any restrictions relating to any Award, subject to the limitations in Section 7; (vi) determine whether, to what extent and under what circumstances Awards may be exercised in cash, Shares, other securities, other Awards or other property (excluding promissory notes), or canceled, forfeited or suspended, subject to the limitations in Section 7; (vii) interpret and administer the Plan and any instrument or agreement, including an Award Agreement, relating to the Plan; (ix) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (ix) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan; and (x) adopt such modifications, rules, procedures and subplans as may be necessary or desirable to comply with provisions of the laws of non-U.S. jurisdictions in which the Company or an Affiliate may operate, including, without limitation, establishing any special rules for Affiliates, Eligible Persons or Participants located in any particular country, in order to meet the objectives of the Plan and to ensure the viability of the intended benefits of Awards granted to Participants located in such non-United States jurisdictions. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with respect to the Plan or any Award or Award Agreement shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon any Participant, any holder or beneficiary of any Award or Award Agreement, and any employee of the Company or any Affiliate.

(b) Delegation. The Committee may delegate to one or more officers or Directors of the Company, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion, the authority to grant Awards; provided, however, that the Committee shall not delegate such authority (i) with regard to grants of Awards to be made to officers or directors of the Company or (ii) in such a manner as would contravene Section 157 of the Delaware General Corporation Law, as amended.

(c) Power and Authority of the Board. Notwithstanding anything to the contrary contained herein, the Board may, at any time and from time to time, without any further action of the Committee, exercise all the powers and duties of the Committee under the Plan.

Section 4. Shares Available for Awards

(a) Shares Available. Subject to adjustment as provided in Section 4(c) of the Plan, the aggregate number of Shares that may be issued under all Awards under the Plan shall be six million eight hundred fifty thousand (6,850,000) Shares which represents post Reverse Stock Split Shares.

(b) Counting Shares. For purposes of this Section 4, if an Award entitles the holder thereof to receive or purchase Shares, the number of Shares covered by such Award or to which such Award relates shall be counted on the date of grant of such Award against the aggregate number of Shares available for granting Awards under the Plan. For purposes of determining the number of Shares covered on the date of grant by an Option, the aggregate number of Shares with respect to which the Option is to be exercised shall be counted against the number of Shares available for Awards under the Plan (without regard to the number of actual Shares issued upon exercise or settlement).

If any Shares covered by an Award or to which an Award relates are not purchased or are forfeited or are reacquired by the Company, or if an Award otherwise terminates or is cancelled without delivery of any Shares, then the number of Shares counted pursuant to Section 4(b) of the Plan against the aggregate number of Shares available under the Plan with respect to such Award, to the extent of any such forfeiture, reacquisition by the Company, termination or cancellation, shall again be available for granting Awards under the Plan. Notwithstanding anything to the contrary in this Section 4, the following Shares will not again become available for issuance under the Plan: (i) any Shares which would have been issued upon any exercise of an Option but for the fact that the exercise price was paid by a "net exercise" pursuant to Section 6(a)(iii)(B) or any Shares tendered in payment of the exercise price of an Option; (ii) any Shares withheld by the Company or Shares tendered to satisfy any tax withholding obligation with respect to an Option; or (iii) Shares that are repurchased by the Company using Option exercise proceeds.

(c) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company or other similar corporate transaction or event affects the Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or other property) that thereafter may be made the subject of Awards, (ii) the number and type of Shares (or other securities or other property) subject to outstanding Awards and (iii) the purchase price or exercise price with respect to any Award.

Section 5. Eligibility

Any Eligible Person shall be eligible to be designated as a Participant. In determining which Eligible Persons shall receive an Award and the terms of any Award, the Committee may take into account the nature of the services rendered by the respective Eligible Persons, their present and potential contributions to the success of the Company or such other factors as the Committee, in its discretion, shall deem relevant.

Section 6. Awards

- (a) Options. The Committee is hereby authorized to grant Options to Eligible Persons with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:
- (i) Exercise Price. The purchase price per Share purchasable under an Option shall be determined by the Committee and shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option; *provided, however,* that the Committee may designate a purchase price below Fair Market Value on the date of grant if the Option is granted in substitution for a stock option previously granted by an entity that is acquired by or merged with the Company or an Affiliate.
 - (ii) Option Term. The term of each Option shall be fixed by the Committee at the time but shall not be longer than 10 years from the date of grant.
 - (iii) Time and Method of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part and the method or methods by which, and the form or forms, including, but not limited to, cash, Shares (actually or by attestation), other securities, other Awards or other property, or any combination thereof, having a Fair Market Value on the exercise date equal to the applicable exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.
- (A) Promissory Notes. Notwithstanding the foregoing, the Committee may not accept a promissory note as consideration.
- (B) Net Exercises. The Committee may, in its discretion, permit an Option to be exercised by delivering to the Participant a number of Shares having an aggregate Fair Market Value (determined as of the date of exercise) equal to the excess, if positive, of the Fair Market Value of the Shares underlying the Option being exercised on the date of exercise, over the exercise price of the Option for such Shares.
- (b) General.
- (i) Consideration for Awards. Awards may be granted for no cash consideration or for any cash or other consideration as may be determined by the Committee or required by applicable law.
 - (ii) Awards May Be Granted Separately or Together. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with or in substitution for any other Award or any award granted under any other plan of the Company or any Affiliate. Awards granted in addition to or in tandem with other Awards or in addition to or in tandem with awards granted under any other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

- (iii) Forms of Payment under Awards. Subject to the terms of the Plan and of any applicable Award Agreement, payments or transfers to be made by the Company or an Affiliate upon the grant, exercise or payment of an Award may be made in such form or forms as the Committee shall determine (including, without limitation, cash, Shares, other securities (but excluding promissory notes), other Awards or other property or any combination thereof), and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents with respect to installment or deferred payments.
- (iv) Limitation on Awards Granted to Non-Employee Directors. No Director who is not also an employee of the Company or an Affiliate may be granted any Award or Awards denominated in Shares that exceed \$200,000 value in the aggregate in any calendar year (determined based upon the Black Scholes valuation method).
- (v) Limits on Transfer of Awards. Except as otherwise provided by the Committee in its discretion and subject to such additional terms and conditions as it determines, no Award (other than fully vested and unrestricted Shares issued pursuant to any Award) and no right under any such Award shall be transferable by a Participant other than by will or by the laws of descent and distribution, and no Award (other than fully vested and unrestricted Shares issued pursuant to any Award) or right under any such Award may be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company or any Affiliate. The Committee may establish procedures as it deems appropriate for a Participant to designate a person or persons, as beneficiary or beneficiaries, to exercise the rights of the Participant and receive any property distributable with respect to any Award in the event of the Participant's death.
- (vi) Restrictions; Securities Exchange Listing. All Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such restrictions as the Committee may deem advisable under the Plan, applicable federal or state securities laws and regulatory requirements, and the Committee may cause appropriate entries to be made with respect to, or legends to be placed on the certificates for, such Shares or other securities to reflect such restrictions. The Company shall not be required to deliver any Shares or other securities covered by an Award unless and until the requirements of any federal or state securities or other laws, rules or regulations (including the rules of any securities exchange) as may be determined by the Company to be applicable are satisfied.

- (vii) Prohibition on Option Repricing. Except as provided in Section 4(c) hereof, the Committee may not, without prior approval of the Company's stockholders, seek to effect any re-pricing of any previously granted, "underwater" Option by: (i) amending or modifying the terms of the Option to lower the exercise price; (ii) canceling the underwater Option and granting either (A) replacement Options having a lower exercise price; or (B) Shares in exchange; or (iii) repurchasing the underwater Option. An Option will be deemed to be "underwater" at any time when the Fair Market Value of the Shares covered by such Option is less than the exercise price.
- (viii) Acceleration of Vesting or Exercisability. No Award Agreement shall accelerate the exercisability of any Award or the lapse of restrictions relating to any Award in connection with a change-in-control event unless such acceleration occurs upon the consummation of (or effective immediately prior to the consummation of, provided that the consummation subsequently occurs) such change-in-control event.

Section 7. Amendment and Termination; Corrections

(a) Amendments to the Plan and Awards. The Board may from time to time amend, suspend or terminate this Plan, and the Committee may amend the terms of any previously granted Award, provided that no amendment to the terms of any previously granted Award may, (except as expressly provided in the Plan) adversely alter or impair the terms or conditions of the Award previously granted to a Participant under this Plan without the written consent of the Participant or holder thereof. Any amendment to this Plan, or to the terms of any Award previously granted, is subject to compliance with all applicable laws, rules, regulations and policies of any applicable governmental entity or securities exchange, including receipt of any required approval from the governmental entity or stock exchange. For greater certainty and without limiting the foregoing, the Board may amend, suspend, terminate or discontinue the Plan, and the Committee may amend or alter any previously granted Award, as applicable, without obtaining the approval of stockholders of the Company in order to:

- (i) amend the eligibility for, and limitations or conditions imposed upon, participation in the Plan;
- (ii) amend any terms relating to the granting or exercise of Awards, including but not limited to terms relating to the amount and payment of the exercise price, or the vesting, expiry, assignment or adjustment of Awards, or otherwise waive any conditions of or rights of the Company under any outstanding Award, prospectively or retroactively;

- (iii) make changes that are necessary or desirable to comply with applicable laws, rules, regulations and policies of any applicable governmental entity or stock exchange (including amendments to Awards necessary or desirable to avoid any adverse tax results under Section 409A, and no action taken to comply with Section 409A shall be deemed to impair or otherwise adversely alter or impair the rights of any holder of an Award or beneficiary thereof); or
- (iv) amend any terms relating to the administration of the Plan, including the terms of any administrative guidelines or other rules related to the Plan.

For greater certainty, prior approval of the stockholders of the Company shall be required for any amendment to the Plan or an Award that would:

- (i) require stockholder approval under the rules or regulations of the Securities and Exchange Commission or any other securities exchange that are applicable to the Company;
- (ii) increase the number of shares authorized under the Plan as specified in Section 4(a) of the Plan;
- (iii) increase the number of shares or value of the Plan;
- (iv) permit repricing of Options, which is currently prohibited by Section 6(b)(vii) of the Plan;
- (v) permit the award of Options at a price less than 100% of the Fair Market Value of a Share on the date of grant of such Option, contrary to Section 6(a)(i) of the Plan; or
- (vi) increase the maximum term permitted for Options as specified in Section 6(a)(ii) of the Plan.

(b) Corporate Transactions. In the event of any reorganization, merger, consolidation, split-up, spin-off, combination, plan of arrangement, take-over bid or tender offer, repurchase or exchange of Shares or other securities of the Company or any other similar corporate transaction or event involving the Company (or the Company shall enter into a written agreement to undergo such a transaction or event), the Committee or the Board may, in its sole discretion, provide for any of the following to be effective upon the consummation of the event (or effective immediately prior to the consummation of the event, provided that the consummation of the event subsequently occurs), and no action taken under this Section 7(b) shall be deemed to impair or otherwise adversely alter or impair the rights of any holder of an Award or beneficiary thereof:

- (i) either (A) termination of any the Award, whether or not vested, in exchange for an amount of cash and/or other property, if any, equal to the amount that would have been attained upon the exercise of the Award or realization of the Participant's rights (and, for the avoidance of doubt, if, as of the date of the occurrence of the transaction or event described in this Section 7(b)(i)(A), the Committee or the Board determines in good faith that no amount would have been attained upon the exercise of the Award or realization of the Participant's rights, then the Award may be terminated by the Company without any payment) or (B) the replacement of the Award with other rights or property selected by the Committee or the Board, in its sole discretion;
- (ii) that the Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar options, rights or awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;
- (iii) that the Award shall be exercisable or payable or fully vested with respect to all Shares covered thereby, notwithstanding anything to the contrary in the applicable Award Agreement; or
- (iv) that the Award cannot vest, be exercised or become payable after a date certain in the future, which may be the effective date of the event.

(c) Correction of Defects, Omissions and Inconsistencies»

. The Committee may, without prior approval of the stockholders of the Company, correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award or Award Agreement in the manner and to the extent it shall deem desirable to implement or maintain the effectiveness of the Plan.

Section 8. Income Tax Withholding

In order to comply with all applicable federal, state, local or foreign income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal, state, local or foreign payroll, withholding, income or other taxes, which are the sole and absolute responsibility of a Participant, are withheld or collected from such Participant. In order to assist a Participant in paying all or a portion of the applicable taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (a) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes (but only to the extent necessary to satisfy minimum statutory withholding requirements) or (b) delivering to the Company Shares other than Shares issuable upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.

Section 9. General Provisions

(a) No Rights to Awards. No Eligible Person, Participant or other person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Persons, Participants or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to any Participant or with respect to different Participants.

(b) Award Agreements. No Participant shall have rights under an Award granted to such Participant unless and until an Award Agreement shall have been signed by the Participant (if requested by the Company), or until such Award Agreement is delivered and accepted through an electronic medium in accordance with procedures established by the Company. An Award Agreement need not be signed by a representative of the Company unless required by the Committee. Each Award Agreement shall be subject to the applicable terms and conditions of the Plan and any other terms and conditions (not inconsistent with the Plan) determined by the Committee.

(c) Plan Provisions Control. In the event that any provision of an Award Agreement conflicts with or is inconsistent in any respect with the terms of the Plan as set forth herein or subsequently amended, the terms of the Plan shall control.

(d) No Rights of Stockholders. Neither a Participant nor the Participant's legal representative shall be, or have any of the rights and privileges of, a stockholder of the Company with respect to any Shares issuable upon the exercise or payment of any Award, in whole or in part, unless and until such Shares have been issued.

(e) No Limit on Other Compensation Arrangements
. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation plans or arrangements, and such plans or arrangements may be either generally applicable or applicable only in specific cases.

(f) No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained as an employee of the Company or any Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate a Participant's employment at any time, with or without cause, in accordance with applicable law. In addition, the Company or an Affiliate may at any time dismiss a Participant from employment free from any liability or any claim under the Plan or any Award, unless otherwise expressly provided in the Plan or in any Award Agreement. Nothing in this Plan shall confer on any person any legal or equitable right against the Company or any Affiliate, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or an Affiliate. Under no circumstances shall any person ceasing to be an employee of the Company or any Affiliate be entitled to any compensation for any loss of any right or benefit under the Plan which such employee might otherwise have enjoyed but for termination of employment, whether such compensation is claimed by way of damages for wrongful or unfair dismissal, breach of contract or otherwise. By participating in the Plan, each Participant shall be deemed to have accepted all the conditions of the Plan and the terms and conditions of any rules and regulations adopted by the Committee and shall be fully bound thereby.

