

U.S. 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): June 12, 2020

iBio, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or jurisdiction of incorporation or organization)

001-35023

(Commission File Number)

26-2797813

(I.R.S. Employer Identification Number)

600 Madison Avenue, Suite 1601, New York, NY 10022-1737

(Address of principal executive offices (Zip Code))

Registrant's telephone number: (302) 355-0650

N/A

(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 (see General Instruction A.2. below):

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

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

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

Emerging growth company

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

<u>Title of each class</u>	<u>Ticker symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock	IBIO	NYSE American

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

The information set forth in Item 5.02 below is incorporated by reference.

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

On June 12, 2020, iBio, Inc. (the “Company”) entered into a letter agreement (the “Transition Agreement”) with Robert Kay, the Company’s director, founder and former Chief Executive Officer to provide strategic advice and transition services to the Chief Executive Officer and the Board of Directors. The Transition Agreement provides that Robert Kay will be employed in a transition role, reporting to the Board of Directors from March 11, 2020 until March 10, 2022.

The Transition Agreement provides for the payment to Mr. Kay of an annual base salary of \$150,000, accruing from March 11, 2020; In addition, the Transition Agreement provides for the grant to Mr. Kay of options (“the “Options”) to purchase 400,000 shares of the Company’s common stock, par value \$0.001 per share (the “Common Stock”). The Options, when issued, will have an exercise price equal to the fair market value of the Common Stock on the date of the grant, expire ten years after the date of the grant and vest in equal monthly installments over the twenty-four (24) months commencing March 11, 2020, all subject to the terms of the Company’s 2018 Omnibus Equity Incentive Plan.

Mr. Kay’s employment under the Transition Agreement may be terminated by the Company and Mr. Kay with or without cause. In the event that the Company’s terminates Mr. Kay’s employment under the Transition Agreement without Cause (as such term is defined in the Transition Agreement), he will be entitled to continued payment of his base salary and continued vesting of the Options, for a period equal to the lesser of 16 months after termination or until March 10, 2022.

Mr. Kay will continue as a member of the Company’s Board of Directors for the remainder of his current elected term; however, he will not receive any additional compensation for his service as a Board member, unless the Board otherwise determines. Thomas Isett, previously Co-Chairman of the Board, will continue as Chairman of the Board and continue as Chief Executive Officer.

The foregoing description of the Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the Transition Agreement, dated June 12, 2020, between Mr. Kay and the Company, a copy of which is filed as an exhibit to this Current Report on Form 8-K and is incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K:

<b>Exhibit Number</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Transition Agreement, dated June 12, 2020, between Robert Kay and iBio, Inc.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Form of Stock Option Agreement</u></a>

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**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.

**IBIO INC.**

Date: June 17, 2020

By: /s/ Thomas F. Isett  
Name: Thomas F. Isett  
Title: Chief Executive Officer and  
Chairman of the Board

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EXECUTION COPY

June 12, 2020

Robert Kay

Dear Bob:

We are writing this letter to confirm the terms of continued employment with iBio, Inc. (the "Company") and related matters, following your service as Chief Executive Officer. The Board of Directors appreciates your achievements and long service in support of iBio and its objectives. This letter, once accepted by you, will constitute an agreement between the Company and you (the "Agreement"), effective as of the date hereof.

We recognize that the Company has benefited from your founding of and long history of employment with iBio, your technical knowledge about our intellectual property, and your historical knowledge about our business, customers, investors and collaborators (collectively, the "Cumulative Experience"). We would like to continue to benefit from your strategic advice on these matters and your commitment and performance of the terms of the NDA Agreement that form a part of this Agreement. The Board recognizes both your 15 years of past service and your commitment to make your Cumulative Experience available to the Company in connection with our transition to a new management team.

**Roles and Term.** You will be employed in a transition role, reporting to the Board of Directors, from March 11, 2020 until March 10, 2022. In this capacity, you will remain available to the CEO and to the Board of Directors, and shall perform such duties as are reasonably requested of you by the Board, commensurate with your Cumulative Experience and knowledge. You will continue as a member of the Company's Board of Directors for the remainder of your current elected term, under our Board policies. As an employee-director, you will not receive any additional compensation for your service as a Board member, unless the Board otherwise determines.

**Compensation.** Your annual base salary during this transition period will be \$150,000 payable in installments in accordance with the Company's payroll practices. You will not be entitled to any other incentives or compensation, other than as stated in this letter. Your salary under this Agreement shall begin to accrue from March 11, 2020, provided however, that to the extent that you have already received any wage payments from the Company covering any period after March 10, any such payments will be considered pre-payment of base salary under this Agreement and your initial salary installments will be reduced to accommodate those pre-payments. The Company may withhold from any amounts payable under this Agreement such Federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation.

As part of your compensation, the Board has approved a grant of options to purchase 400,000 common shares of the Company (the "Grant"). The exercise price will be the fair market value of the Company common shares on the date of grant, as established by the Board.

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These options will vest ratably, on a monthly basis from March 11, 2020 until March 10, 2022. In the event that you cease employment for any reason except as set forth in this letter, your options shall cease to vest and exercisability shall be determined in accordance with the Plan. In the event of your death while employed but prior to full vesting, any unvested portion of the Grant shall vest.

Please also note that you will be required to read and sign an Option Agreement as a precondition to receiving any grant. As a condition of your exercise of the options, you agree that any shares so purchased shall not be sold by you (or your legal representative) before the first anniversary of this Agreement (except in a Change in Control transaction (as defined in the Plan) or corporate reorganization), which obligation shall continue whether or not you are then serving as a director or employee of the Company. You agree to execute such other documentation as is reasonably requested to facilitate such holding period (ie, custodial agreement, etc). In addition, you agree that you will be subject to such other minimum share-ownership requirements as shall be adopted from time to time, on the same terms and conditions as for other members of the Board.

**Vacation and Holidays.** You will be entitled to all U.S. federal government holidays. No further paid time off will be accrued for you, however, you may take paid time off at your convenience with notice to the CEO, unless business needs require your attention.

**Benefits.** You are entitled to participate in our standard group employee benefits package for executive employees (“the Benefit Plan”), which includes health coverage for you and your spouse. Your eligibility for coverage and for benefits will be determined in accordance with the terms and conditions of the Benefit Plan. The Company agrees that, following your termination of employment, you shall be eligible to continue coverage for you and your covered spouse in the Company’s health plan for the period required by law (COBRA) at the same per participant premium cost in effect at that time for then-active executives in general, and further, following the time that such continued coverage is no longer available, the Company shall assist you to obtain/ and will reimburse you for the cost for retiree health coverage for you and your spouse in the form of a Medicare Supplement Plan (Medigap) with prescription drug coverage, as long as such coverage is commercially available, at a cost to the Company up to \$10,000 per annum (“Retiree Health Coverage”) for your lifetime.

**Workplace Policies** Also forming part of the terms and conditions of your employment are the Company’s workplace policies, procedures and code of conduct. The Company periodically revises and updates its policies and procedures, and implements new workplace policies. New policies and any changes to existing policies and procedures will be communicated to you, and will also form part of the terms and conditions of your employment, provided that they do not materially diminish your rights and benefits under this Agreement.

**Termination** Your employment with the Company is on an “at will” basis, which means that you may resign from this employment for any reason or no reason, and the Company, by action of a majority of its Board of Directors, may terminate your employment at any time for any reason, with or without Cause.<sup>1</sup> In the event that the Board determines to terminate your employment without Cause, you shall be entitled to continued payment of base salary and continued vesting of the Grant, for a period equal to the lesser of 16 months after termination or until March 10, 2022. In order that we can both avoid the uncertainty that often accompanies the end of an employment relationship, the following terms will apply if your employment terminates for any reason: (a) if you are then participating in any employee group benefit plan, then (to the extent permitted by our group benefit carriers), you will be entitled to participate in Retiree Health Coverage; and (b) your rights regarding any vested stock options granted to you prior to the termination of your employment will be governed by the terms of the Plan and the terms of the grant. You will not be entitled to other or additional compensation of any nature.

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<sup>1</sup> “Cause” means the occurrence of any of the following: (i) you are convicted of or plead guilty *ornolo contendere* to, any felony, or to any crime or offense (whether or not involving the Company or any of its affiliates) either (A) constituting a crime of moral turpitude that is punishable by imprisonment in a state or federal correction facility, or (B) involving acts of theft, fraud or embezzlement; (ii) your misconduct that causes material harm to the Company’s business reputation, or commission of a material act of dishonesty involving the Company or its affiliates; (iii) your material fraud with respect to the Company or any of its affiliates; (iv) your material breach of this Agreement or any other written agreement with the Company, which you fail to cure within 30 days after receipt of written notice of such breach; and (v) your breach of the Company’s policies or procedures which causes, or could reasonably be expected to cause, material harm to the Company or its affiliates, which you fail to cure within 30 days after receipt of written notice of such breach.

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**Conflict of Interest.** We require that you refrain from involving yourself in, or associating yourself with, any outside activity that places you in a conflict of interest with the Company. This offer is conditional upon you having previously made full disclosure to us of any outside activities you or members of your household may now be involved in or associated with, whether directly or indirectly, which might place you in a conflict of interest with the Company.

Please note that this disclosure obligation is ongoing. Therefore, you must make full disclosure in advance to the Company, and obtain prior written permission from us, if you anticipate that you or members of your household will become involved in or associated with such outside activities while the Company employs you.

**Confidentiality and Ownership of Proprietary Property** As a condition of your acceptance of this Agreement, you agree that you are bound by the terms of enclosed Confidentiality of Information and Ownership of Proprietary Rights Agreement on Exhibit A (“the NDA Agreement”). Please note the ongoing nature of the obligations set out in the NDA Agreement. The terms of this NDA Agreement form part of the terms and conditions of this employment agreement.

**Release.** In return for the consideration in this Agreement, you agree to waive all claims and release and forever discharge against the Company or any of its affiliates, officers, directors, subsidiaries, parents, attorneys, shareholders and employees (“Releasees”) from any claims, demands, actions, causes of action or liabilities for compensatory damages or any other relief or remedy, and obligations of any kind or nature whatsoever, based on any matter, cause or thing, from the beginning of time through the effective date of this Agreement. This Release does not apply to your rights as a shareholder or optionholder of the Company and does not prevent you from enforcing your non-forfeitable rights to accrued benefits (within the meaning of Sections 203 and 204 of the Employee Retirement Income Security Act of 1974, as amended), as of the date of termination of his employment, under applicable retirement or pension plans, or your ability to assert any counter-claims against any Releasee, in the event that any of the Releasees asserts a claim against you.

**Governing Law** This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regards to the principles of conflicts of law.

**Severability** If, in any jurisdiction, any provision of this agreement or its application to either of us or to any circumstance is restricted, prohibited or unenforceable, such provision will, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. This employment agreement will be enforced to the fullest extent permitted by law.

**Entire Agreement** This employment agreement (meaning this agreement, including the NDA and any documents enclosed), constitutes the entire agreement between us and sets out all the covenants, promises, representations, conditions, understandings and agreements between us pertaining to the subject matter of this employment agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between us in connection with the subject matter of this employment agreement except as specifically set forth in this employment agreement.

It is important to us that your questions are answered, and your concerns dealt with, before you accept this offer of employment. Therefore, if you have any questions or concerns about the terms of this letter of offer, please contact the undersigned.

We hope that you will choose to accept this transition agreement. To signify your acceptance, please sign the Confirmation and Acceptance below, and return one complete signed original of this offer and of the enclosed Agreement, no later than June 9, 2020.

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We look forward to you joining us in this exciting venture.

iBio, inc.

Per: /s/ James T. Hill  
James T. Hill  
Title: Chairman, Compensation Committee

CONFIRMATION AND ACCEPTANCE

I have read and understood this offer (including the NDA and any documents enclosed), and in advance of signing below, I have had an opportunity to obtain independent legal advice if so wished. I am not a party to, bound or affected by or subject to any agreement, obligation, order, or judgment that would be breached by, or under which default would occur or an adverse claim be created as a result of my accepting this offer of employment, or the performance of my employment obligations to the Company. I hereby accept this offer of employment and agree to the terms and conditions offered.

DATED as of the date set forth above.

/s/ Robert Kay  
Robert Kay

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EXHIBIT A

CONFIDENTIALITY OF INFORMATION AND  
OWNERSHIP OF PROPRIETARY RIGHTS AGREEMENT

WHEREAS, Robert Kay ("Executive") agrees that his employment or engagement has previously given and shall in the future give him access to proprietary and confidential information, including but not limited to all unpublished know-how, technical data, techniques, records, formulae, processes, sketches, photographs, plans, drawings, specifications, samples, reports, manuals, documents, prototypes, business plans, hardware, software, telecommunications and other equipment, working materials, customer lists, findings, inventions and ideas, whether patentable or not, whether they be trade secrets or not and whether they be in written, graphic or oral form, that are now or hereafter owned, licensed or otherwise acquired by the Company, its customers, its suppliers and others (which proprietary and confidential information is collectively referred to in this Agreement as "**Confidential Information**").

WHEREAS, the Executive may develop or has developed, in the course of employment or engagement with the Company, tangible and intangible property including without limitation, software, hardware, know-how, designs, techniques, documentation and other material regardless of the form or media in or on which it is stored, some or all of which property may be protected by patents, copyrights, trade secrets, trade-marks, industrial designs or mask works (which tangible and intangible property is collectively referred to in this Agreement as "**Proprietary Property**").

THEREFORE, in consideration of the Executive's employment or engagement with the Company and other good and valuable consideration, the Executive agrees as follows:

- 1) The Executive, both during and after employment or engagement with the Company, will not disclose or use any Proprietary Property or Confidential Information except in the course of carrying out authorized activities on behalf of the Company or except as expressly authorized by the Company in writing. The Executive may, however, use or disclose Confidential Information that:
    - (a) is or becomes public, other than through a breach of this Agreement;
    - (b) is known to the Executive prior to employment or engagement by the Company and with respect to which the Executive does not have any obligation of confidentiality; or
    - (c) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that the Executive informs the Company of such requirement as soon as the Executive becomes aware of the requirement and in sufficient time to allow the Company, to take such steps as are lawfully available to the Company to avoid or limit such disclosure by the Executive.
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2) After Employment:

- a) The Executive will return or destroy, as directed by the Company, Confidential Information or Proprietary Property to the Company upon request by the Company at any time. Upon request by the Company, the Executive will certify, by way of affidavit or statutory declaration that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.
  - b) The Executive, both during and after employment or engagement with the Company, will not disclose or use any trade secrets or proprietary property of a third party obtained by the Executive during the course of or as result of employment or engagement with the Company, except as expressly authorized by the Company or such third party in writing.
- 3) **Ownership:** All right, title and interest in and to Proprietary Property that the Executive develops in the course of employment or engagement with the Company, whether alone or jointly with others, belongs to the Company, and the Executive has no rights in any such Proprietary Property. For greater certainty, any intellectual property rights in any such Proprietary Property that the Executive may have acquired in the course of employment or engagement with the Company are hereby assigned to the Company. The Executive agrees to make full disclosure to the Company of and to properly document each such development, and to provide written documentation describing such development to the Company, promptly after its creation. At the request and expense of the Company, both during and after employment or engagement with the Company, the Executive will do all acts necessary and sign all documentation necessary in order to assign all rights in the Proprietary Property to the Company and to enable the Company to register patents, copyrights, trade marks, mask works, industrial designs and such other protections as the Company deems advisable anywhere in the world.
- 4) If, during and in the course of employment or engagement with the Company, the Executive has developed or further develops any work that is protected by copyright, the Executive hereby waives unconditionally any "moral rights" the Executive may have in such work.
- 5) All notes, data, tapes, reference items, sketches, drawings, memoranda, records, documentation and other material regardless of the form or media in or on which it is stored, that is in or comes into the possession or control of the Executive, and that is in any way obtained, conceived, developed, generated or contributed to by the Executive during or as a result of the Executive's employment or engagement with the Company, is and remains Proprietary Property within the meaning of this Agreement. Upon request by the Company, and upon the cessation of employment or engagement with the Company, regardless of how that cessation occurs, the Executive will forthwith deliver to the Company all originals and all copies of the Confidential Information and Proprietary Property, in whatever medium or form, that is then in the control or possession of the Executive. Both during and after employment or engagement with the Company, the Executive will not make or retain copies of the Confidential Information or Proprietary Property in the Executive's possession or control, except for the purpose of carrying out authorized activities on behalf of the Company or except as expressly authorized by the Company in writing.
- 6) During the Executive's employment or engagement with the Company, the Executive will not make use of or in any manner communicate to the Company any confidential information of any third party (including but not limited to former employers of the Executive) that may be in or may come into the Executive's possession or control, other than confidential information disclosed to the Executive in his or her capacity as a representative of the Company.
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- 7) The Executive will, if requested from time to time by the Company, execute such further agreements as to confidentiality and proprietary rights as the Company or any of its customers or suppliers require to protect confidential information or proprietary property.
  - 8) Regardless of any changes in position, salary or otherwise, including without limitation cessation of the Executive's employment or engagement with the Company (regardless of how that cessation occurs), the Executive will continue to be subject to the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph and such terms and conditions may be enforced by the Company in a court of competent jurisdiction.
  - 9) Executive acknowledges that Company has provided Executive with the following notice of immunity rights in compliance with the requirements of the Defend Trade Secrets Act: (i) Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Proprietary Information that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (ii) Executive shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Proprietary Information that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (iii) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the Proprietary Information to her attorney and use the Proprietary Information in the court proceeding, if Executive files any document containing the Proprietary Information under seal, and does not disclose the Proprietary Information, except pursuant to court order.
  - 10) Miscellaneous:
    - a) The Executive hereby waives, relinquishes and conveys to the Company any and all claims of any nature whatsoever, which the Executive now or hereafter has for infringement of any proprietary rights assigned to the Company.
    - b) The Executive acknowledges that it would be difficult to compute the monetary loss to the Company arising from a breach or threatened breach of this Agreement by the Executive and that, accordingly, the Company will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages.
    - c) The Executive's employment or engagement with the Company is subject to the terms and conditions of this Agreement.
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- d) This Agreement shall enure to the benefit of and be binding upon the Company and its successors and permitted assigns and the Executive and his or her heirs, attorneys, guardians, estate trustees, executors, trustees and permitted assigns.
- e) This Agreement is a contract made under and will be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws, and the federal laws of the United States of America applicable in the State of New York.
- f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision is to be deleted and the other provisions remain in effect and are valid and enforceable to the fullest extent permitted by law.

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**iBIO, INC.**  
**STOCK OPTION AGREEMENT UNDER**  
**iBIO, INC. 2018 OMNIBUS EQUITY INCENTIVE PLAN**  
**FOR EMPLOYEES**

Unless otherwise defined herein, the terms defined in the iBio, Inc. 2018 Omnibus Equity Incentive Plan (the "Plan") shall have the same defined meanings in this Stock Option Agreement (the "Option Agreement").

**I. NOTICE OF STOCK OPTION GRANT**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

The undersigned Optionee has been granted an Option to purchase Common Stock of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

**Date of Grant:** \_\_\_\_\_

**Vesting Commencement Date:** \_\_\_\_\_

**Exercise Price per Share:** \_\_\_\_\_

**Total Number of Shares Granted:** \_\_\_\_\_

**Total Exercise Price:** \_\_\_\_\_

**Type of Option:**                     Incentive Stock Option  
    Nonstatutory Stock Option

**Expiration Date:** As provided in Section 3 of the Option Agreement.

**Vesting Schedule:** The Options will vest *[according to Plan and Board discretion]*.

**Exercise Schedule:** To the extent vested, this Option shall be exercisable during its term as provided in Section 2 and 3 of the Option Agreement.

## II. AGREEMENT

### 1. Grant of Option.

The Plan Administrator of the Company hereby grants to the person named in the Notice of Stock Option Grant (the "**Optionee**"), an option (the "**Option**") to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "**Exercise Price**"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in the Notice of Stock Option Grant as an Incentive Stock Option ("**ISO**"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that it exceeds the \$100,000 rule of Code Section 422(d) or otherwise fails to qualify as an ISO, this Option shall be treated as a Non-Qualified Stock Option ("**NSO**").

### 2. Exercise of Option.

(a) Right to Exercise. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant and with the applicable provisions of the Plan and this Option Agreement. [*additional exercise conditions at discretion of Board*].

(b) Method of Exercise. This Option shall be exercisable by delivery of an exercise notice in the form satisfactory to the Company (an example of which is attached as Exhibit A) (the "**Exercise Notice**") which shall state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised, and such other representations and agreements as may be required by the Company.

No Shares shall be issued pursuant to the exercise of an Option unless such issuance and such exercise complies with applicable laws. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Optionee on the date on which the Option is exercised with respect to such Shares.

The Option shall be deemed exercised when the Company receives (i) written or electronic notice of exercise (in accordance with this Option Agreement) from the Optionee (or other person entitled to exercise the Option), (ii) full payment for the Shares with respect to which the Option is exercised, and (iii) any other documents or agreements required by this Option Agreement or the Exercise Notice. Full payment may consist of any consideration and method of payment permitted by this Option Agreement. Shares issued upon exercise of an Option shall be issued in the name of the Optionee or, if requested by the Optionee, in the name of the Optionee and his or her spouse (to the extent permitted by law). Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued.

Exercise of this Option in any manner shall result in a decrease in the number of Shares thereafter available for sale under the Option, by the number of Shares as to which the Option is exercised.

**3. Term**

Optionee may not exercise the Option before the commencement of its term or after its term expires. During the term of the Option, Optionee may only exercise the Option to the extent vested. The term of the Option commences on the Date of Grant and expires upon the **earliest** of the following:

- (a) With respect to the unvested portion of the Option, upon termination of your continuous Service;
- (b) With respect to the vested portion of the Option, immediately upon the termination of your continuous Service for Cause;
- (c) With respect to the vested portion of the Option, the day before the [\_\_]th anniversary of the Date of Grant but not less than twelve (12) months after the termination of your continuous Service due to your Disability or death; or
- (d) Immediately prior to the close of a Change in Control, pursuant to Section 14.3 of the Plan.

**4. Method of Payment**

Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

- (a) cash or check; or
- (b) consideration received by the Company in the form of: the surrender of Company stock pursuant to Section 10.2 of the Plan; a cashless exercise pursuant to Section 10.3 of the Plan; or a net exercise (by using the value of a portion of the Option to purchase the remaining shares of the Option) pursuant to Section 10.5 of the Plan.

**5. Optionee's Representations**

In the event the Shares have not been registered under the Securities Act of 1933, as amended, at the time this Option is exercised, the Optionee shall, if required by the Company, concurrently with the exercise of all or any portion of this Option, deliver to the Company an investment representation statement in a form satisfactory to the Company.

**6. Lock-Up Period**

Optionee hereby agrees that Optionee shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Optionee (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act.

Optionee agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Optionee shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period. Optionee agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section.

**7. Restrictions on Exercise**

This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable law.

**8. Non-Transferability of Option**

If this Option is not an ISO, it may be transferred to a Family Member pursuant to Section 8.2 of the Plan. If this Option is designated as an ISO, it may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

**9. Tax Obligations**

(a) Withholding Taxes. Optionee agrees to make appropriate arrangements with the Company (or the Parent or Subsidiary employing or retaining Optionee) for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Optionee acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

(b) Share Withholding. Unless otherwise instructed by the Optionee in writing, the Company, in compliance with any applicable legal conditions or restrictions, may withhold from fully vested Shares purchased through the exercise of the Option, otherwise deliverable to Optionee through the exercise of the Option, a whole number of Shares having a Fair Market Value, as determined by the Company as of the date of exercise, not in excess of the amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid adverse financial accounting treatment). To the extent that the withholding of the Shares is less than the tax withholding amount, the Optionee agrees to pay the remainder of the tax withholding in cash or check or to have such amount withheld by the Company from the Optionee's compensation through payroll and any other amounts payable to Optionee.

(c) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee herein is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date two years after the Date of Grant, or (2) the date one year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

**10. Entire Agreement; Governing Law**

The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee. This agreement is governed by the internal substantive laws but not the choice of law rules of Delaware.

**11. No Guarantee of Continued Service**

Subject to the last sentence of Section 2(a), Optionee acknowledges and agrees that the vesting of shares pursuant to the vesting schedule hereof is earned only by Continuing Service at the will of the Company (not through the act of being hired, being granted this Option or acquiring shares hereunder). Optionee further acknowledges and agrees that this Agreement, the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of Continued Service for the vesting period, for any period, or at all,

and shall not interfere in any way with Optionee's right or the company's right to terminate Optionee's relationship as a service provider at any time, with or without cause.

Optionee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Plan Administrator upon any questions arising under the Plan or this Option. Optionee further agrees to notify the Company upon any change in the residence address indicated below.

**Optionee**

**iBio, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*By*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Residence Address*

**EXHIBIT A**

**iBIO, INC.**  
**STOCK OPTION AGREEMENT UNDER**  
**iBIO, INC. 2018 OMNIBUS EQUITY INCENTIVE PLAN**

**EXERCISE NOTICE**

iBio, Inc.  
600 Madison Avenue, Suite 1601  
New York, NY 10022-1737  
esop@ibioinc.com

Attention: Chief Financial Officer

**1. Exercise of Option**

Effective as of today, \_\_\_\_\_, \_\_\_\_\_, the undersigned ("**Optionee**") hereby elects to exercise Optionee's option to purchase \_\_\_\_\_ shares of the Common Stock (the "**Shares**") of iBio, Inc. (the "**Company**") under and pursuant to the iBio, Inc. 2018 Omnibus Equity Incentive Plan (the "**Plan**") and the Stock Option Agreement dated \_\_\_\_\_ (the "**Option Agreement**").

**2. Delivery of Payment**

Optionee herewith delivers to the Company the full purchase price of the Shares, as set forth in the Option Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

**3. Representations of Optionee**

Optionee acknowledges that Optionee has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

**4. Rights as Stockholder**

Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. The Shares shall be issued to the Optionee as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment shall be made for a dividend or other right for which the record date is prior to the date of issuance.

**5. Tax Consultation**

Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Company for any tax advice.

**6. Restrictive Legends and Stop-Transfer Orders.**

(a) Legends. Optionee understands and agrees that the Company shall cause the legends set forth below or legends substantially equivalent thereto, *if applicable*, to be placed upon any certificate(s) evidencing ownership of the Shares together with any other legends that may be required by the Company or by state or federal securities laws:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER FOR A PERIOD NOT TO EXCEED 180 DAYS FOLLOWING THE EFFECTIVE DATE OF AN UNDERWRITTEN PUBLIC OFFERING OF THE COMPANY'S SECURITIES AND MAY NOT BE SOLD OR OTHERWISE DISPOSED OF BY THE HOLDER WITHOUT THE CONSENT OF THE COMPANY OR THE MANAGING UNDERWRITER.

(b) Stop-Transfer Notices. Optionee agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Exercise Notice or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

**7. Successors and Assigns**

The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon Optionee and his or her heirs, executors, administrators, successors and assigns.

**8. Interpretation**

Any dispute regarding the interpretation of this Exercise Notice shall be submitted by Optionee or by the Company forthwith to the Plan Administrator which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Plan Administrator shall be final and binding on all parties.

**9. Governing Law; Severability**

This Exercise Notice is governed by the internal substantive laws but not the choice of law rules, of Delaware. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Option Agreement will continue in full force and effect.

**10. Entire Agreement**

The Plan and Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan, the Option Agreement and the Investment Representation Statement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee.

**Optionee**

**iBio, Inc.**

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*By*

\_\_\_\_\_

*Print Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Residence Address*

\_\_\_\_\_

SIGNATURE PAGE OF STOCK OPTION EXERCISE NOTICE