
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 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): April 15, 2020

ABEONA THERAPEUTICS INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-15771

(Commission
File Number)

83-0221517

(I.R.S. Employer
Identification No.)

**1330 Avenue of the Americas, 33rd Floor,
New York, NY 10019**

(Address of principal executive offices) (Zip Code)

(646) 813-4712

(Registrant's telephone number, including area code)

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 (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 par value	ABEO	Nasdaq Capital Market

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

Emerging growth company

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

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

Appointment of New Directors

On April 15, 2020, the Board of Directors (the “Board”) of Abeona Therapeutics Inc. (the “Company”) appointed Brian J.G. Pereira, M.D. and Shawn Tomasello to serve on the Board effective immediately. Dr. Pereira will serve as a Class 3 director whose term will expire at the Company’s annual meeting of stockholders to be held in 2022, and Ms. Tomasello will serve as a Class 2 director whose term will expire at the Company’s annual meeting of stockholders to be held in 2021. Effective upon the appointment of Dr. Pereira and Ms. Tomasello to the Board, Mark J. Alvino and Richard Van Duyne resigned from the Board, consistent with their previously-disclosed resignation letters. In addition, the Board has appointed Dr. Pereira as Executive Chairman.

Dr. Pereira is not expected to serve on any committees of the Board. Ms. Tomasello is expected to be appointed to the Nominating and Governance Committee and Audit Committee of the Board.

Dr. Pereira and Ms. Tomasello were each nominated pursuant to a letter agreement dated as of December 20, 2019 (the “Letter Agreement”), between the Company and affiliates of Great Point Partners, LLC (“Great Point”), an existing stockholder. The Letter Agreement granted Great Point the right to nominate two members to the Company’s Board.

The Company’s former Executive Chairman, Steven H. Rouhandeh, resigned from that position effective upon Dr. Pereira’s appointment, consistent with Mr. Rouhandeh’s separation agreement entered into on January 2, 2020. As previously disclosed, Mr. Rouhandeh will continue to serve as a member of the Board.

As a non-employee director, Ms. Tomasello will receive the same compensation as the other non-employee directors of the Company under the standard arrangements and agreements described in the Company’s 2020 Annual Meeting Proxy Statement, including cash compensation, prorated from Ms. Tomasello’s appointment, and equity awards.

The Board has determined that Ms. Tomasello qualifies as an “independent director” as defined under Nasdaq Listing Rule 5605(a)(2). The Company is not aware of any transaction or relationship involving Dr. Pereira or Ms. Tomasello requiring disclosure under Item 404(a) of Regulation S-K.

Brian Pereira’s Offer Letter

Pursuant to the offer letter dated April 15, 2020 (the “Offer Letter”), by and between Dr. Pereira and the Company, for his services as Executive Chairman, Dr. Pereira will receive an annual retainer of \$375,000, payable in accordance with regular payroll practices of the Company. Dr. Pereira will also be entitled to an annual bonus opportunity, with a target range equal to 50% of his annual retainer and prorated for any partial year of service. Any such bonus will be contingent on Dr. Pereira’s satisfaction of objective and subjective performance goals established by the Board. Additionally, Dr. Pereira was granted options to purchase 930,000 shares of common stock of the Company. Such options were granted as an inducement grant under Nasdaq Listing Rule 5635(c)(4) and outside of the Company’s 2015 Equity Incentive Plan, but will generally have terms and conditions consistent with those set forth in that plan. The options have an exercise price of \$2.50 per share, which is equal to the closing price of Abeona’s common stock on the date of grant. The options have a 10-year term and will vest 25% on the one-year anniversary of the grant date and in equal monthly installments over the following three years. Additionally, 100% of the options will be accelerated in the event of certain qualifying terminations of Dr. Pereira’s relationship following a change of control of the Company. As Executive Chairman, Dr. Pereira also will be eligible for a grant of annual stock options. Such grants shall be in the sole discretion of the Board, but is anticipated to be approximately equal to 75% of the stock options granted to the Company’s Chief Executive Officer.

Dr. Pereira and the Company may each terminate the relationship for any reason upon written notice to the other party. If the relationship is terminated for any reason, Dr. Pereira will be entitled to (i) payment of any retainer earned but unpaid through the Termination Date (as such term is defined in the Offer Letter); (ii) payment of additional vested benefits, if any, in accordance with the applicable terms of applicable Company arrangements; (iii) any unreimbursed expenses in accordance with the Company’s business expense reimbursement policies; and (iv) if Dr. Pereira’s relationship is terminated by the Company without cause, Dr. Pereira is entitled to receive as severance an amount equal to the retainer, payable over the one-year period following his termination. The Company’s obligations in the preceding sentence are conditioned upon, among other things, Dr. Pereira’s execution of a release of claims in favor of the Company and its affiliates. The foregoing summary of the Offer Letter does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Offer Letter filed as Exhibit 10.1 herewith.

Appointment of Principal Financial Officer

Also on April 15, 2020, the Board appointed Edward Carr, the Company's Vice President and Chief Accounting Officer, as Principal Financial Officer. The Company is not aware of any transaction or relationship involving Mr. Carr requiring disclosure under Item 404(a) of Regulation S-K. No material contract, plan, or arrangement was entered into in connection with this appointment. Mr. Carr's compensation has not changed as a result of this appointment.

Item 7.01 Regulation FD.

The Company has issued a press release, dated April 21, 2020, announcing the appointment of Dr. Pereira and Ms. Tomasello to the Board. The press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein. The information furnished in Exhibit 99.1 hereto shall not be considered "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be incorporated by reference into future filings by the Company under the Securities Act of 1933, as amended, or under the Exchange Act, unless the Company expressly sets forth in such future filings that such information is to be considered "filed" or incorporated by reference therein.

Item 9.01 Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Offer Letter, dated April 15, 2020, between Abeona Therapeutics Inc. and Brian J.G. Pereira, M.D.</u>
99.1	<u>Press release, dated April 21, 2020</u>

SIGNATURE

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.

April 21, 2020

Abeona Therapeutics Inc.
(Registrant)

By: /s/ Edward G. Carr
Name: Edward G. Carr
Title: Chief Accounting Officer

April 15, 2020

Brian J. G. Pereira, MD



Dear Dr. Pereira,

I am pleased to offer you the position of Executive Chairman of Abeona Therapeutics Inc. (the "Company") effective April 15, 2020 (the "Effective Date"). You shall report directly to the Board of Directors of the Company ("Board").

1. Duties.

In the position as Executive Chairman, you shall perform such duties, functions and responsibilities as are commensurate with such position, as reasonably and lawfully directed by the Board and pursuant to which all officers and other employees of the Company shall report directly or indirectly to you. You shall be appointed to the Board as a Class III director, effective immediately, with a term expiring at the Company's 2022 Annual Meeting of Stockholders. You shall, if later requested by the Board, also serve as a member of the Board of any corporation, organization, association, partnership, sole proprietorship, or other type of entity, directly or indirectly controlling, controlled by, or under direct or indirect common control with the Company for no additional compensation.

2. Time Obligation.

As Executive Chairman you shall devote an amount of your business time and attention sufficient to successfully carry out your duties as Executive Chairman, shall faithfully serve the Company, use your best efforts to promote and serve the interests of the Company and shall not engage in any other business activity, whether or not such activity shall be engaged in for pecuniary profit, that conflicts with the foregoing obligation. However, nothing herein shall preclude you from continuing in your role as CEO of Visterra, Inc. and performing all duties and obligations in connection therewith, engaging in charitable or community affairs and managing your personal, financial, and legal affairs, so long as such activities do not materially interfere or conflict with your carrying out your duties and responsibilities under this offer letter. Notwithstanding the foregoing, you will be permitted to act or serve as a director or member of the boards of those companies on which you currently serve as previously disclosed to the Board and such other private or public companies with the express written consent of the Board which consent shall not be unreasonably withheld.

3. Compensation.

(a) For your services described in this offer letter, you will receive an annual retainer of \$375,000 USD, payable in accordance with the regular payroll practices of the Company ("Retainer"). You will additionally be entitled to an annual bonus opportunity, which is generally expected to track the bonus opportunity provided to the Company's CEO, with a target range equal to 50% of your annual retainer and prorated for any partial year of service. Any such bonus will be contingent upon your satisfaction of objective and/or subjective performance goals as established in the sole discretion of the Board (or a designated committee of the Board). To be eligible to receive the bonus, you must remain affiliated with the Company on the date of payment.

(b) As of the Effective Date, you will be granted 930,000 options to purchase common stock of the Company under the Company's Equity Incentive Plan (the "Plan") at an exercise price equal to the fair market value of the common stock on the date of grant. Such options will vest over a four-year period in accordance with the Plan and the Company's standard vesting schedule and are subject to the terms and conditions of the Plan and the Company's standard form of option agreement under the Plan.

(c) While you are Executive Chairman, on an annual basis (commencing in 2021) you will be eligible for annual stock option grants. The amount of such grants shall be in the sole discretion of the Board, but it is anticipated that such grants will be approximately equal to 75% of the stock options granted to the Chief Executive Officer. Any such grants will have an exercise price per share equal to the fair market value of the common stock on the date of grant and will be subject to the terms and conditions of the Plan (or a successor plan) and an applicable option agreement thereunder (including vesting terms and conditions to be established by the Board or a designated committee thereof at the time of grant).

(d) If, following any termination of your employment as CEO of Visterra, Inc., you become a full-time employee of the Company, you shall be entitled to participate in the Company's employee benefit plans in accordance with their terms and eligibility conditions.

4. Termination.

The Company may terminate its relationship with you for any reason, and you may voluntarily terminate your relationship with the Company hereunder for any reason, in each case at any time upon written notice to the other party (the date on which your relationship terminates for any reason is herein referred to as the "Termination Date"). Upon the termination of our relationship, you (or your beneficiary or estate, as applicable, in the event of your death) will be entitled to (i) payment of any retainer earned but unpaid through the Termination Date, (ii) additional vested benefits (if any) in accordance with the applicable terms of applicable Company arrangements, (iii) any unreimbursed expenses in accordance with the Company's business expense reimbursement policies (collectively, the "Accrued Amounts") and (iv) if your relationship is terminated by the Company without cause (and other than by reason of your death or disability), you shall be paid as severance an amount equal to the retainer, payable on the Company's normal payroll schedule over the 1-year period following such termination (the "Severance").

The foregoing payments and benefits upon termination of your relationship shall constitute the exclusive payments and benefits due to you upon a termination of your relationship. The Severance will be subject to your execution of a general release of claims in favor of the Company and its affiliates in a form acceptable to the Company within 60 days following your termination by the Company without cause and your continued compliance with post-relationship obligations similar to those of the current Chief Executive Officer as in effect as of the date hereof, including without limitation, non-competition and non-solicitation covenants.

Upon your termination of your relationship with the Company for any reason, you will be deemed to have resigned, as of the Termination Date, from all positions you then hold with the Company and its affiliates, including your position as a member of the Board. Upon termination of your relationship, you agree to submit your resignation as a Director of the Company (and from any other positions you hold with the Company and its affiliates) to the Board in writing.

Following the termination of your relationship with the Company for any reason, you will reasonably cooperate with the Company upon reasonable request of the CEO or the Board and be reasonably available to the Company (taking into account your other business endeavors) with respect to matters arising out of your services to the Company and its subsidiaries, including, in connection with any legal proceeding, providing testimony and affidavits; provided, that, the Company shall make reasonable efforts to minimize disruption of your other activities. The Company shall reimburse you for reasonable expenses incurred in connection with such cooperation.

5. Restrictive Covenants.

This offer is subject to the Company's policies contained in the Employee Handbook, the Policy on Insider Trading, Whistle Blower Policy, Code of Ethics, and the terms of any Employee Confidentiality Non-competition and Proprietary Information Agreement between you and the Company, the terms of which are incorporated by reference. You will also be subject to non-competition and non-solicitation provisions consistent with those of the Chief Executive Officer as in effect on the date hereof (it being understood that your continued employment as the CEO of Visterra, Inc. shall not itself be deemed to violate such provisions).

6. Conditions of Appointment.

This offer of employment is contingent on your continued employment eligibility in accordance with the US immigration and Naturalization requirements, if appropriate.

7. At-Will Appointment.

Your appointment with the Company will be at-will. This means that you will have the right to terminate your relationship with the Company at any time for any reason. Similarly, the Company will have the right to terminate its relationship with you at any time for any reason.

8. Miscellaneous.

You shall be entitled to enter into any indemnification agreement generally offered to the Company's other directors and/or executive officers.

All amounts paid to you during or following your relationship with the Company shall be subject to withholding and other employment taxes imposed by applicable law, and the Company shall withhold from any payments under this offer letter all federal, state and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. You shall be solely responsible for the payment of all taxes imposed on you relating to the payment or provision of any amounts or benefits hereunder.

This offer letter may be executed by .pdf or facsimile signatures in any number of counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

This offer letter shall be construed and enforced in accordance with, and the laws of the State of New York, without giving effect to the conflicts of law principles thereof.

Any notices required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, if to the Company, to its chief legal officer at the address above, and if to you at the most recent address in the Company's records.

Please acknowledge your acceptance of this offer by returning a signed copy of this offer letter. If there are any other agreements of any type that you are aware of that may impact or limit your ability to perform your job at the Company, please let us know as soon as possible. Please also send to us any employment agreement, confidentiality agreement on non-competition agreement or any similar agreement that may bear on your ability to assume the position of Executive Chairman of the Company. In accepting this offer, you represent and warrant to the Company that you are not subject to any legal or contractual restrictions that would in any way impair your ability to perform your duties and responsibilities to the Company, and that all information you provided to the Company is accurate and complete in all respects.

Formalities aside, we are very excited about having you join our team. Your skills and experiences are a great match with our goals, and I anticipate you being a critical part of the Company's success.

* * * * *

[Signature Page Follows]

Very truly yours,

/s/ Steven H. Rouhandeh

Steven H. Rouhandeh,
Executive Chairman
Abeona Therapeutics Inc.

ACCEPTED AND AGREED:

Signature:

Date: April 15, 2020

/s/ Brian Pereira

Brian Pereira

[Signature Page to Pereira Offer Letter]

Abeona Therapeutics Appoints Brian Pereira and Shawn Tomasello to the Board of Directors

Company appoints experienced industry leaders Brian Pereira as Executive Chairman and Shawn Tomasello as Independent Board Member

NEW YORK and CLEVELAND, Apr. 21, 2020 — Abeona Therapeutics Inc. (Nasdaq: ABEO), a fully-integrated leader in gene and cell therapy, today announced appointments of Brian Pereira, M.D. and Shawn Tomasello, M.B.A. as Executive Chairman and Independent Board Member, respectively.

“On behalf of the Board, I am pleased to welcome Brian and Shawn, and look forward to collaborating with them as we guide Abeona to success,” said Steven H. Rouhandeh, former Executive Chairman and current Director. “Each brings seasoned insights, leadership, and an array of knowledge that will be extremely valuable as the Company evolves from a clinical to commercial-stage organization.”

Dr. Pereira, President and CEO of Visterra, Inc. (ACQ: Otsuka America, Inc.), brings proven leadership to Abeona fostered during a distinguished career in guiding several biopharma companies to success. Equally, Ms. Tomasello has extensive experience in several leadership roles, most notably as Chief Commercial Officer (CCO) at cell therapy pioneer Kite Pharmaceuticals (ACQ: Gilead).

“With an impressive clinical pipeline of gene and cell therapies, a novel capsid platform, and world-class GMP manufacturing operations, Abeona has tremendous potential to be a leader in the exciting field of genetic medicine that is making treatment for those with rare genetic diseases a reality,” said Dr. Pereira. “Fulfilling the promise of Abeona’s mission, led by the most advanced gene therapy program in Recessive Dystrophic Epidermolysis Bullosa, is central to my commitment to the company and its investors.”

Ms. Tomasello said, “My past experiences have several parallels to the opportunity at Abeona, most notably at Kite, which was a true innovator in the fields of autologous cell therapy, biotech, and medicine as a whole. Moreover, Abeona’s fully-integrated business has a range of unique qualities rarely found in a company of its size, and has it poised to reach its full potential.”

Dr. Pereira and Ms. Tomasello were nominated by funds affiliated with Great Point Partners, LLC (GPP) pursuant to the previously disclosed letter agreement entered into as part of the Company’s December 24, 2019 underwritten public offering, which was supported by a considerable investment from GPP. As contemplated by that agreement, former Executive Chairman Steven H. Rouhandeh has remained as a Director and Richard Van Duyne and Mark Alvino have resigned from the Board. The Board has formed a search committee to, with the assistance of a leading executive search firm, identify a new highly qualified independent director to add to the Board, who would also serve as Chair of the Audit Committee. Dr. Pereira and Ms. Tomasello are each independent of GPP.

Dr. Pereira continued, “On behalf of the Board and all Abeona employees, I am grateful to Steve, Dick, and Mark for their service and dedication to the company. We wish Dick and Mark well and welcome continued leadership from Steve as a Board Director. I look forward to working with Joao Siffert, CEO, and his team in making the promise of Abeona a reality.”

Dr. Pereira brings over 30 years of expertise to Abeona as a veteran biopharmaceutical leader. His experience in financing and growing companies is seen at Visterra, where he continues to serve as President and CEO following the Company’s 2018 acquisition by Otsuka America, Inc. Previously, Dr. Pereira served as the President and CEO of AMAG Pharmaceuticals where he built the clinical development, manufacturing, supply-chain, and commercial infrastructure for Feraheme[®], underpinned by four financing rounds at increasing valuations. Previously, he held senior roles at Tufts Medical Center including President and CEO of a Physician Organization. Currently, Dr. Pereira serves as Chairman of the Board of Directors of Africa Healthcare Network and serves on the Boards of KalVista, Cullinan Pearl and the American India Foundation. He earned a medical degree (M.B.B.S.) from St. John’s Medical College, M.D. (Medicine), D.M. (Nephrology) from the Post Graduate Institute, and M.B.A. from Kellogg Graduate School of Management at Northwestern University.

Ms. Tomasello brings over 30 years of experience in biopharmaceutical industry to Abeona. As CCO, she was a key executive in the \$11.9 billion Kite Pharma/Gilead acquisition in 2017. Prior to joining Kite, Ms. Tomasello was the CCO of Commercial and Medical Affairs at Pharmacyclics, surging its market cap from \$8 billion to \$19 billion, and culminating in the 2015 acquisition by AbbVie for \$21 billion. She brings extensive strategic experience in building world class organizations encompassing commercial, compliance, regulatory, pricing, and medical affairs functions. Ms. Tomasello built the foundation for her career with leadership roles at Celgene Corporation, Genentech, Pfizer Laboratories, Miles Pharmaceuticals and Proctor & Gamble. She currently serves on the Board of Principia BioPharma, Urogen Pharma, Mesoblast Ltd., Gamida Cell, and Centrexion Therapeutics. Ms. Tomasello earned a B.S. in Marketing from the University of Cincinnati and M.B.A. from Murray State University, KY.

About Abeona Therapeutics

Abeona Therapeutics Inc. is a clinical-stage biopharmaceutical company developing gene and cell therapies for serious diseases. The Company’s clinical programs include EB-101, its autologous, gene-corrected cell therapy for recessive dystrophic epidermolysis bullosa, as well as ABO-102 and ABO-101, novel AAV9-based gene therapies for Sanfilippo syndrome types A and B (MPS IIIA and MPS IIIB), respectively. The Company’s portfolio of AAV9-based gene therapies also features ABO-202 and ABO-201 for CLN1 disease and CLN3 disease, respectively. Abeona has received numerous regulatory designations from the FDA and EMA for its pipeline candidates, including Regenerative Medicine Advanced Therapy designation for two candidates (EB-101 and ABO-102). www.abeonatherapeutics.com

Forward Looking Statements

This press release contains certain statements that are forward-looking within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and that involve risks and uncertainties. These statements include statements about the Company's pipeline of product candidates and clinical trials, including its gene therapy designed to address Recessive Dystrophic Epidermolysis Bullosa; commercialization prospects; the Company's novel capsid platform; the Company's manufacturing operations; and the ongoing search for a suitable candidate to join the Company's Board of Directors and Audit Committee. We have attempted to identify forward-looking statements by such terminology as "may," "will," "believe," "estimate," "expect," and similar expressions (as well as other words or expressions referencing future events, conditions or circumstances), which constitute and are intended to identify forward-looking statements. Actual results may differ materially from those indicated by such forward-looking statements as a result of various important factors, numerous risks and uncertainties, including but not limited to the ongoing effects of the coronavirus (COVID-19) pandemic, continued interest in our rare disease portfolio, our ability to enroll patients in clinical trials, the outcome of any future meetings with the U.S. Food and Drug Administration or other regulatory agencies, the impact of competition, the ability to secure licenses for any technology that may be necessary to commercialize our products, the ability to achieve or obtain necessary regulatory approvals, the impact of changes in the financial markets and global economic conditions, risks associated with data analysis and reporting, and other risks as may be detailed from time to time in the Company's Annual Reports on Form 10-K and quarterly reports on Form 10-Q and other periodic reports filed by the Company with the Securities and Exchange Commission. The Company undertakes no obligation to revise these forward-looking statements or update them to reflect events or circumstances occurring after the date of this presentation, whether as a result of new information, future developments or otherwise, except as required by the federal securities laws.

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