

**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): **March 31, 2016**

AngioDynamics, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

000-50761

(Commission File
Number)

11-3146460

(IRS Employer
Identification No.)

14 Plaza Drive Latham, New York

(Address of Principal Executive Offices)

12110

(Zip Code)

(518) 795-1400

(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:

- 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.

On April 1, 2016, AngioDynamics, Inc. (the “Company”) entered into an employment agreement with James C. Clemmer to secure his service as President and Chief Executive Officer of the Company (the “Employment Agreement”). A description of the Employment Agreement is contained in Item 5.02 below, which is incorporated by reference into this Item 1.01. A copy of the Employment Agreement is attached to this Current Report on Form 8-K as Exhibit 10.1, and the terms of the Employment Agreement are incorporated herein by this reference.

Item 3.02. Unregistered Sale of Equity Securities.

The disclosure in Item 5.02 of this Current Report on Form 8-K regarding the issuance of inducement grants to Mr. Clemmer in the form of (i) an award of performance shares of Company common stock, par value \$0.01 (“Common Stock”), (ii) an option to purchase shares of Company Common Stock, and (iii) an award of restricted stock units in respect of shares of Company Common Stock is incorporated by reference into this Item. The inducement grants are exempt from the registration requirements of the Securities Act of 1933 pursuant to the exemption for transactions by an issuer not involving any public offering under Section 4(a) (2) thereof. Copies of the performance share, stock option and restricted stock unit award agreements between the Company and Mr. Clemmer, each dated April 4, 2016, are filed as Exhibits 10.3, 10.4 and 10.5, respectively, and are incorporated herein by reference.

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

On April 1, 2016, the Board of Directors of the Company appointed James C. Clemmer President and Chief Executive Officer of the Company, effective April 4, 2016. Prior to his appointment as President and Chief Executive Officer, Mr. Clemmer, age 51, most recently served as President of the Medical Supplies segment at Covidien plc from September 2006 to January 2015. In this role, Mr. Clemmer directed the strategic and day-to-day operations for global business divisions that collectively manufactured 23 different product categories. In addition, he managed global manufacturing, research and development, operational excellence, business development and all other functions associated with the Medical Supplies business. Prior to his role at Covidien, Mr. Clemmer served as Group President at Kendall Healthcare from July 2004 to September 2006, where he managed the US business across five divisions and built the strategic plan for the Medical Supplies segment before it was spun off from Tyco. Mr. Clemmer served as interim president at the Massachusetts College of Liberal Arts from August 2015 until March 1, 2016. Mr. Clemmer is a Graduate of the Massachusetts College of Liberal Arts.

Mr. Clemmer succeeds Joseph M. DeVivo who has served as President and CEO since September 2011. Mr. DeVivo left the Company effective

March 31, 2016 and has decided to pursue other interests. In addition, Mr. Clemmer is being appointed to the Company's board of directors.

Mr. Clemmer does not have any family relationships with any of the Company's directors or executive officers and is not a party to any transactions listed in Item 404(a) of Regulation S-K.

In connection with Mr. Clemmer's appointment, on April 1, 2016, the Company and Mr. Clemmer entered into the Employment Agreement. Pursuant to the Employment Agreement, Mr. Clemmer will serve as the Company's President and CEO, commencing on April 4, 2016, for an initial two-year term (the "Initial Term"), subject to successive one-year extensions unless either party notifies the other in writing not later than March 1 immediately prior to the anniversary of the Employment Agreement effective date, beginning on March 1, 2018 and each March 1 thereafter.

Mr. Clemmer will receive a base salary of \$625,000 per year and be eligible for annual bonuses at a target level of 100% of his base salary beginning with the Company's fiscal year ending May 31, 2017.

Under the terms of the Employment Agreement Mr. Clemmer was granted equity awards effective April 4, 2016 in the form of (i) 250,000 performance shares of Company Common Stock, (ii) an option to purchase 200,000 shares of Company Common Stock, and (iii) 50,000 restricted stock units in respect of shares of Company Common Stock. The exercise price for the options is equal to the closing price of the Company's common stock as reported on the NASDAQ Global Market on the date of the grant (i.e., April 4, 2016). The performance shares have a three-year term with payouts to be made in shares of Company Common Stock at the end of the term ranging between 0 and 200% of the grant amount depending on the Company's total shareholder return relative to a peer group of companies substantially similar to the peer group previously disclosed in connection with the Company's prior performance share programs. The options will vest in four equal instalments beginning on the first anniversary of the grant date, have a strike price equal to the closing price of the Company's Common Stock as of April 4, 2016 and expire, if not exercised, on April 4, 2023. The restricted stock units will vest in four equal instalments beginning on the first anniversary of the grant date. Each of these three grants were granted to Mr. Clemmer as inducement equity awards in accordance with Nasdaq Listing Rule 5635(c)(4).

With respect to the Company's fiscal year ending May 31, 2017, Mr. Clemmer will be eligible to receive an equity award in accordance with the Company's customary procedures pursuant to the annual equity award program. The exact amount and allocation of this award shall be made in the sole discretion of the compensation committee of the Company's board of directors. The board of directors and its compensation committee reserve the right to reduce this award, particularly with respect to performance shares, due to the inducement grants described above.

After the Company's fiscal year ending May 31, 2017, Mr. Clemmer will also be eligible for participation in the Company's annual award program under the Company's 2004

Stock and Incentive Award Plan (as amended). It is the current policy of the Company's board of directors that the chief executive officer receive for his annual equity grant an award valued at 225% of base salary, and that such award be comprised of 25% stock options, 25% restricted stock units, and 50% performance shares (the board of directors may modify this policy, in its sole discretion, at any time).

In addition, under the Employment Agreement, Mr. Clemmer will receive (i) an executive car allowance of \$1,500 per month (less applicable taxes), (ii) reimbursement of up to \$15,000 for legal fees incurred by Mr. Clemmer in the review of the Employment Agreement, (iii) reimbursement for reasonable business expenses incurred during the period of employment subject to the Company's expense reimbursement policies, and (iv) a relocation allowance of \$75,000 in the form of reimbursements and payments. Mr. Clemmer will also be eligible to participate in the benefit and perquisite plans and programs generally available to senior executives of the Company, including health insurance, life and disability insurance, The Employee Stock Purchase Plan, 401(k) plan and flexible spending plan.

Mr. Clemmer's employment may be terminated by either party at any time. If Mr. Clemmer's employment is terminated (A) by the Company other than (1) in connection with a change in control of the Company (as defined in the Change in Control Agreement described below) or (2) as a result of Mr. Clemmer's (a) death, (b) disability, or (c) "Cause" (as defined in the Employment Agreement), or (B) if Mr. Clemmer's employment is terminated by Mr. Clemmer for "Good Reason" (as defined in the Employment Agreement), then, subject to Mr. Clemmer's execution of an effective release of claims in favor of the Company, the Company will pay Mr. Clemmer his base salary for a 12-month severance period plus a prorated annual bonus for the fiscal year in which the termination occurs, with the amount of such prorated bonus to be determined by reference to the average of all annual bonuses (including any deferred bonuses) awarded to Mr. Clemmer during the 36 months immediately preceding the termination date or, if Mr. Clemmer was employed for less than 36 months before the termination date, during the period of his employment by the Company prior to the termination date (annualizing any bonus awarded for less than a full year of employment); Mr. Clemmer would also be entitled to the Company's payment of his COBRA/insurance premium for Mr. Clemmer's benefits for 12 months or until Mr. Clemmer secures new employment and the continued vesting of his then outstanding equity awards for the 12-month period following his termination.

In addition, on April 1, 2016, the Company entered into a change in control agreement with Mr. Clemmer (the "Change in Control Agreement"). The Change in Control Agreement has an initial term ending December 31, 2016, and each year will automatically renew for an additional one year term (unless the Company has given 60 days written notice before the January 1 in question that the term that is then in effect will not be extended), provided however, that if a Change in Control occurs the term shall expire no earlier than 12 calendar months after the calendar month in which such Change in Control occurs.

The Change in Control Agreement provides, among other things, that if a Change in Control (as defined in the Change in Control Agreement) occurs during the term of the Agreement, and Mr. Clemmer's employment is terminated either by the Company or by Mr. Clemmer, other than (a) by the Company for Cause (as defined in the Change in Control Agreement), (b) by reason of death or disability, or (c) by Mr. Clemmer without Good Reason (as defined in the Change in Control Agreement), then subject to Mr. Clemmer's execution of an effective release of claims in favor of the Company, Mr. Clemmer will receive (i) his annual bonus for the fiscal year of the Company preceding the fiscal year of the Company in which his termination occurs, if then unpaid, with the amount of such bonus to be determined on a basis no less favorable to Mr. Clemmer than the determinations made with respect to Mr. Clemmer and other Company executives prior to the Change in Control, (ii) a prorated annual bonus for the fiscal year in which the termination occurs (calculated as described below), (iii) a lump sum cash payment equal to 2.5 times Mr. Clemmer's annual base salary at the rate in effect immediately prior to his termination or, if higher, in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, and (iv) payment for all earned but unused vacation leave at the time of termination. The amount of the prorated bonus payable to Mr. Clemmer is determined by reference to the higher of (x) the average of all annual bonuses (including deferred bonuses) awarded to Mr. Clemmer during the 36 months immediately preceding his termination or, if he was employed for less than 36 months before the termination, during the period of his employment prior to the termination, or (y) the average of all annual bonuses (including any deferred bonuses) awarded to Mr. Clemmer during the three fiscal years of the Company that precede the fiscal year in which the termination occurs or during the portion of such three fiscal years in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment), or (z) the average of all annual bonuses (including any deferred bonuses) awarded to Mr. Clemmer during the 36 months preceding the date on which the Change in Control occurred or during the portion of such 36-month period in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment).

Payment made under the Change in Control Agreement is generally made in a lump sum within thirty days following termination, subject to delay if required by Section 409A of the Internal Revenue Code. In addition, the Change in Control Agreement provides that in the event that the severance and other benefits provided for in the Agreement or otherwise payable to Mr. Clemmer would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Service Code, the benefits under the agreement will be either delivered in full, or delivered to a lesser extent which would result in no portion of the benefits being subject to such excise tax, whichever is more beneficial to Mr. Clemmer.

The foregoing descriptions of the Employment Agreement and the Change in Control Agreement are qualified in their entirety by the text of such agreements, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2, and the terms of which are incorporated herein by this reference.

A copy of the press release pursuant to which the Company announced the appointment of Mr. Clemmer as President and Chief Executive Officer is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 – Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit</u> <u>No.</u>	<u>Description</u>
10.1	Employment Agreement, dated April 1, 2016, between AngioDynamics, Inc. and James C. Clemmer.
10.2	Change in Control Agreement, dated April 1, 2016, between AngioDynamics, Inc. and James C. Clemmer.
10.3	Performance Share Award Agreement, with a grant date of April 4, 2016, between AngioDynamics, Inc. and James C. Clemmer.
10.4	AngioDynamics, Inc. Total Shareholder Return Performance Share Award Program – Performance Period Ending July 2019.
10.5	Stock Option Award Agreement, with a grant date of April 4, 2016, between AngioDynamics, Inc. and James C. Clemmer.
10.6	Restricted Stock Unit Award Agreement, with a grant date of April 4, 2016, between AngioDynamics, Inc. and James C. Clemmer.
99.1	Press release dated April 4, 2016.

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.

ANGIODYNAMICS, INC.
(Registrant)

Date: April 5, 2016

By: /s/ Stephen A. Trowbridge
Stephen A. Trowbridge
Senior Vice President and General Counsel

EXHIBIT INDEX

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99.1	Press release dated April 4, 2016.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 1st day of April, 2016, by and between AngioDynamics, Inc., a Delaware corporation (the "Company") and James C. Clemmer, an individual with an address of 1310 Seaspray Lane, Sanibel, FL 33957 (the "Executive").

RECITALS

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

- A. The Company desires to hire the Executive as its President and Chief Executive Officer on the terms and conditions set forth in this Agreement.
- B. This Agreement shall govern the employment relationship between the Executive and the Company from and after the Effective Date, and, as of the Effective Date, supersedes and negates any previous agreements or understandings with respect to such relationship except as specifically set forth herein.
- C. The Executive desires to be employed by the Company on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals incorporated herein and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Term and Duties.

1.1 Term. The Company does hereby hire, engage and employ the Executive beginning on April 4, 2016 (the "Effective Date"), and concluding on the last day of the Term (as such term is defined in Section 2) on the terms and conditions expressly set forth in this Agreement. The Executive does hereby accept and agree to such hiring, engagement, and employment, on the terms and conditions expressly set forth in this Agreement.

1.2 Duties. During the Term, the Executive shall serve the Company as its President and Chief Executive Officer and shall have the powers, authorities, duties, and obligations of management usually vested in the office of the President and Chief Executive Officer of a company of a similar size and similar nature as the Company, and such other powers, authorities, duties, and obligations commensurate with such position as the Company's Board of Directors (the "Board") may assign from time to time, all subject to the lawful directives of the Board and the corporate policies of the Company as they are in effect from time to time throughout the Term (including, without limitation, the Company's business conduct and ethics policies, as in effect from time to time). During the Term, the Executive shall report to the Board. Upon or as soon as practical following Executive's appointment as President and Chief Executive Officer,

the Board will appoint Executive to the Board. The Company further agrees that the Board will nominate Executive to stand for election as a Board member throughout the Term, subject to section 5.4(c) of this Agreement.

1.3 No Other Employment; Minimum Time Commitment. During the Term, the Executive shall: (i) devote substantially all of the Executive's business time, energy and skill to the performance of the Executive's duties for the Company; (ii) perform such duties in a faithful, effective, and efficient manner to the best of his abilities; and (iii) hold no other employment. The Board encourages Executive's service on the boards of directors (or similar body) of other business entities, but such service must be approved by the Board; provided, however that the Company agrees and acknowledges that the Executive may continue to serve on the Board of Directors of Lantheus Holdings, Inc. The Company shall have the right to require the Executive to resign from any board or similar body (including, without limitation, any association, corporate, civic or charitable board or similar body) on which he may then serve, if the Board reasonably determines that the Executive's service in such capacity interferes with the effective discharge of the Executive's duties and responsibilities to the Company or that any business related to such service is then in competition with any business of the Company or any of its Affiliates (as such term is defined in Section 5.5), successors or assigns.

1.4 Location. The Executive's principal place of employment shall be the Company's principal corporate office as it may be located from time to time. The Executive agrees that he will be regularly present at that office. The Executive acknowledges that he may be required to travel from time to time in the course of performing his duties for the Company.

1.5 At Will Employment. Executive's employment with the Company will be on an "at will" basis, meaning that either the Executive or the Company may terminate the Executive's employment at any time for any reason or no reason, without further obligation or liability, other than as provided in this Agreement.

2. Term. The "Term" shall be a period of two (2) years commencing on the Effective Date and ending at the close of business on the 2nd anniversary of the Effective Date; provided, however, that the Term shall be extended on the same terms for successive one (1) year periods, unless either the Company or the Executive notifies the other party in writing not later than March 1st immediately prior to the anniversary of the Effective Date, beginning on March 1, 2018 and each March 1st thereafter ("Notice of Non-Renewal"). Notwithstanding the foregoing, the Term is subject to earlier termination as provided below in this Agreement.

3. Compensation.

3.1 Base Salary. During the Term, the Company shall pay the Executive a base salary (the "Base Salary"), which shall be paid in accordance with the Company's regular payroll practices in effect from time to time, but not less frequently than monthly. The Executive's Base Salary shall be at an annualized rate of Six Hundred Twenty Five Thousand and 00/100 Dollars (\$625,000.00) and shall be subject to an annual review by the Board.

3.2 Short Term Cash Incentive Opportunity. Beginning with the Company's fiscal year ending May 31, 2017, Executive shall be eligible to participate in the Company's Senior

Executive Incentive Compensation Program, with a target bonus of 100% of the Executive's Base Salary, subject to the terms and conditions of such Program. The performance measures shall be determined in accordance with the Company's Senior Executive Incentive Compensation Program, as approved by the Compensation Committee of the Board (the "Compensation Committee") and/or the Board.

3.3 Long Term Incentives.

(a) Initial Performance Share Award. Executive shall receive an initial performance share award ("Initial Performance Share Award") of 250,000 Performance Shares, subject to the terms and conditions (including forfeiture provisions) of a performance share award agreement to be executed on Executive's first day of employment in a form substantially similar to the form in Exhibit A. The Initial Performance Share Award shall be an "inducement" award under the NASDAQ Marketplace Rules.

(b) Non-Qualified Options. Executive will receive a non-qualified stock option grant to purchase 200,000 shares of Company stock (the "Initial Option Grant"). All such options will be subject to Executive commencing and continuing employment and will vest 25% per year on the first four (4) anniversaries of the grant date. The strike price of the options will be the fair market value of the Company's stock as of the close of the market on the date of grant. The Initial Option Grant will be subject to the terms and conditions of a separate grant agreement to be executed on Executive's first day of employment in a form substantially similar to the form in Exhibit A. The Initial Option Grant shall be an "inducement" award under the NASDAQ Marketplace Rules.

(c) Restricted Stock Units. Executive will also receive 50,000 Restricted Stock Units (the "Initial RSU Grant") subject to the terms and conditions (including forfeiture provisions) of a separate grant agreement to be executed on Executive's first day of employment in a form substantially similar to the form in Exhibit A, which will vest 25% per year on the first four (4) anniversaries of the grant date. The Initial RSU Grant shall be an "inducement" award under the NASDAQ Marketplace Rules.

(d) Fiscal Year 2017 Equity Grant. Executive will be eligible to receive an equity award in accordance with the Company's customary procedures pursuant to the annual equity award program. The exact amount and allocation of the award shall be made in the sole discretion of the Compensation Committee of the Board. The Board and the Compensation Committee reserve the right to reduce this award, particularly with respect to Performance Shares, due to the grant set forth in 3.3(a) above, and Executive acknowledges that such a reduction is likely to occur. Specific metrics that determine the actual number of shares granted annually will be subject to the limits contained in the Plan, as amended.

(e) Annual Equity Awards. In addition to the equity awards noted above, Executive will be eligible, after the Company's fiscal year ending May 31, 2017, for participation in the Company's annual equity award program, consistent with the Company's programs and policies governing these awards. It is the current policy of the Board that the CEO will receive, for his annual equity grant, an award valued at two hundred and twenty five percent (225%) of Base Salary, and that such award will be comprised of twenty five percent (25%) stock options, twenty five percent (25%) restricted stock units, and fifty percent (50%) performance share awards. The Board may modify this policy, in its sole discretion, at any time.

4. **Benefits.**

4.1 The Company currently provides the following benefits for exempt employees, which, subject to the terms and conditions thereof, Executive will be eligible to participate in on or after the Effective Date:

- (a) Medical, Dental, Prescription, & Vision insurance
- (b) Standard and Voluntary Life Insurance
- (c) Statutory Short Term & Voluntary Short Term Disability Insurance
- (d) Long Term Disability Insurance
- (e) Executive will be eligible to participate in the Company's employee-contribution 401(k) Retirement Plan beginning on the first Monday of the month following the Effective Date
- (f) Tuition Assistance Program
- (g) Paid Time Off: Executive will be eligible to accrue up to 20 days of paid vacation per calendar year, pro-rated for the remainder of this calendar year. Vacation accrues per the Company's vacation policy.
- (h) Health & Dependent Care Reimbursement Accounts
- (i) Employee Stock Purchase Program: Executive will be eligible to participate in the Company's Employee Stock Purchase Plan beginning on September 1, 2016, as long as he has met the 30-day service requirement.
- (j) Executive Automobile Allowance: Executive will be eligible to participate in the Company's executive car program, which includes an allowance of up to \$1,500.00 per month (less applicable taxes).
- (k) Executive's participation in these and any other Company benefit plans are subject to the terms and conditions of such plans, as they may be amended from time to time.

4.2 Reimbursement of Business Expenses. The Executive is authorized to incur reasonable expenses in carrying out the Executive's duties for the Company under this Agreement and shall be entitled to reimbursement for all reasonable business expenses that the Executive incurs during the Term in connection with carrying out the Executive's duties for the Company, subject to the Company's expense reimbursement policies and any pre-approval policies in effect from time to time. Manner of travel shall be according to Company policy.

4.3 Relocation Allowance. The Company shall provide to Executive a relocation allowance of \$75,000 in the form of reimbursements and payments.

4.4 Change in Control Agreement. The Executive and the Company will also enter into a change in control agreement in a form substantially similar to the Company's previously adopted form agreement, which is attached to this Agreement as Exhibit B.

4.5 Indemnification Agreement. Simultaneously with the execution of this Agreement, the Company shall enter into a separate Indemnification Agreement attached hereto as Exhibit C (the "Indemnification Agreement").

5. Termination.

5.1 Termination by the Company. The Executive's employment by the Company during the Term may be terminated at any time by the Company: (i) with Cause (as such term is defined in Section 5.5); or (ii) without Cause; or (iii) in the event of the Executive's death; or (iv) in the event that the Board determines in good faith that the Executive has a Disability (as such term is defined in Section 5.5); or (v) in the event the Company provides Executive with a Notice of Non-Renewal.

5.2 Termination by the Executive. The Executive's employment by the Company during the Term may be terminated by the Executive (1) for Good Reason (as such term is defined in Section 5.5) without notice, except as provided in Section 5.5, or (2) without Good Reason, with no less than ninety (90) days' advance written notice to the Company (such notice to be delivered in accordance with Section 17). Should the Executive terminate his employment by the Company before the 1st anniversary of the Effective Date for other than Good Reason, the Executive shall pay to the Company a prorated portion of the relocation allowance granted according to Section 4.3 equal to fifty percent (50%) of the total relocation allowance. Should the Executive terminate his employment by the Company after the 1st anniversary of the Effective Date but before the 2nd anniversary of the Effective Date for other than Good Reason, the Executive shall pay to the Company a prorated portion of the relocation allowance granted according to Section 4.3 equal to twenty five percent (25%) of the total relocation allowance. For avoidance of doubt, no portion of the relocation allowance shall be required to be repaid to the Company pursuant to this section 5.2 if the Company terminates the Executive's employment without Cause or in the event of death or Disability, or if the Executive terminates his employment for Good Reason.

5.3 Benefits Upon Termination. If the Executive's employment by the Company is terminated during the Term for any reason by the Company or by the Executive, or upon or

following the expiration of the Term (in any case, the date that the Executive's employment by the Company terminates is referred to as the "Severance Date"), the Company shall have no further obligation to make or provide to the Executive, and the Executive shall have no further right to receive or obtain from the Company, any payments or benefits except as follows:

- (a) The Company shall pay the Executive (or, in the event of his death, the Executive's estate) any Accrued Obligations (as such term is defined in Section 5.5).

- (b) If, during the Term, the Executive's employment with the Company terminates as a result of an Involuntary Termination (as such term is defined in Section 5.5), the Company shall pay the Executive (in addition to the Accrued Obligations), subject to tax withholding and other authorized deductions, a severance benefit in certain amounts ("Severance Benefit") over certain periods of time ("Severance Period") depending upon the timing of the Involuntary Termination, as follows:
 - (i) the Company shall pay the Executive (in addition to the Accrued Obligations), subject to tax withholding and other authorized deductions, Base Salary for a twelve (12) month Severance Period. Subject to Section 5.7, the Company shall pay the Severance Benefit to the Executive in substantially equal installments in accordance with the Company's standard payroll practices over a period of twelve (12) months, with the first installment payable in the month following the month in which the Executive's employment with the Company terminates, except as otherwise provided in Section 5.7. Except as provided in this Section 5, all unvested equity awards shall terminate in accordance with their terms;

 - (ii) Except to the extent deemed discriminatory pursuant to the Affordable Care Act, state law or other federal law, the Company shall also pay the continuing COBRA/insurance premium for the shorter of (x) twelve 12 months, or (y) such time as the Executive secures new full-time employment; and

 - (iii) Notwithstanding anything to the contrary in the governing award agreement, the Board shall take such necessary steps to provide that any performance shares, stock options and restricted stock units will continue to vest according to their terms during the twelve (12) month period following the Severance Date. For the avoidance of doubt, unvested options shall continue to vest as if Executive were still employed during this twelve (12) month period, and vested options shall remain exercisable until the end of this twelve (12) month period.

 - (iv) The Company shall pay the Executive a prorated annual bonus for the fiscal year of the Company in which the Severance Date occurs, such prorated bonus to be determined by multiplying the "Applicable Average Bonus" as defined below in this subsection (iv) by a fraction the

numerator of which shall be the number of days elapsed in such fiscal year through (and including) the Severance Date and the denominator of which shall be the number 365. For purposes of this Agreement, the "Applicable Average Bonus" means the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the 36 months immediately preceding the Severance Date or, if the Executive was employed by the Company for less than 36 months before the Severance Date, during the period of his employment by the Company prior to the Severance Date (annualizing any bonus awarded for less than a full year of employment).

(c) Notwithstanding the foregoing provisions of this Section 5.3, if the Executive materially breaches his obligations under Section 6 or any material obligation under any other agreement signed by the Executive and the Company or any of its Affiliates that imposes restrictions with respect to the Executive's activities at any time, from and after the date of such breach and not in any way in limitation of any right or remedy otherwise available to the Company, the Executive will no longer be entitled to, and the Company will no longer be obligated to pay, any remaining unpaid portion of the Severance Benefit; provided, however, that the Company shall have provided the Executive with written notice in accordance with Section 17 specifying with particularity the conduct that the Company contends constitutes such a breach and shall have provided the Executive with a reasonable period (not less than 30 days) in which to respond and/or to cure such alleged breach; and provided further that, if the Executive provides the release contemplated by Section 5.4, in no event shall the Executive be entitled to a Severance Benefit payment of less than \$5,000, which amount the parties agree is good and adequate consideration, standing alone, for the Executive's release contemplated by Section 5.4.

(d) The foregoing provisions of this Section 5.3 shall not affect: (i) the Executive's receipt of any benefits otherwise due terminated employees under group insurance coverage consistent with the terms of an applicable Company welfare benefit plan; (ii) the Executive's rights to continued health coverage under COBRA; and (iii) the Executive's receipt of benefits otherwise due in accordance with the terms of the Company's 401(k) plan (if any).

5.4 Release; Exclusive Remedy.

(a) This Section 5.4 shall apply notwithstanding anything else contained in this Agreement or any stock option or other equity-based award agreement to the contrary. As a condition precedent to payment of the Severance Benefit, the Executive shall, upon or promptly following his last day of employment with the Company, provide the Company with a valid, executed general release agreement in a form reasonably acceptable to the Company and substantially in the form attached as Exhibit D, but in no event shall any modifications to the form of release materially impair the rights of the Executive pursuant to the release agreement, and such release agreement shall have not been revoked by the Executive pursuant to any revocation rights afforded by applicable law.

(b) The Executive agrees that the payments and benefits contemplated by Section 5.3 shall constitute the exclusive and sole remedy for any termination of his employment and the Executive covenants not to assert or pursue any other remedies, at law or in equity, with respect to any termination of employment.

(c) The Executive agrees to resign, on the Severance Date, as an officer and director of the Company and any Affiliate of the Company, and as a fiduciary of any benefit plan of the Company and any Affiliate of the Company, and to promptly execute and provide to the Company any further documentation, as requested by the Company, to confirm such resignation. The Severance Benefit will not be paid unless and until the Company has received adequate documentation, in its sole discretion, of all such resignations from Executive.

5.5 Certain Defined Terms.

(a) As used herein, "Accrued Obligations" means:

(i) any Base Salary and Paid Time Off that had accrued but had not been paid on or before the Severance Date; and

(ii) any payments or grants that had accrued but had not been paid on or before the Severance Date under Section 4.1 and 4.3 (subject to any required return of funds under Section 5.2); and

(iii) any reimbursement due to the Executive pursuant to Section 4.2 for expenses reasonably incurred by the Executive on or before the Severance Date and documented and pre-approved, to the extent applicable, in accordance with the Company's expense reimbursement policies in effect at the applicable time.

(b) As used herein, "Affiliate" of the Company means a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company. As used in this definition, the term "control," including the correlative terms "controlling," "controlled by" and "under common control with," means the possession, directly or indirectly, of

the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person.

(c) As used herein, "Cause" shall mean: (i) the willful and persistent failure by the Executive to substantially perform the Executive's duties with the Company (other than any failure resulting from the Executive's Disability); (ii) the engaging by the Executive in willful and persistent conduct that is injurious to the Company or its subsidiaries, monetarily or otherwise; (iii) the Executive's refusal to follow a reasonable and lawful instruction from the Board after written notice and opportunity to comply; or (iv) the Executive's conviction of (a) a felony or (b) a misdemeanor involving fraud, dishonesty, or moral turpitude; provided however that, with respect to items (i), (ii), and (iii) above, the Company must provide the Executive with written notice in accordance with Section 17 specifying with particularity the conduct that it contends constitutes Cause, plus the provision of the Cause definition that applies, and must provide the Executive a reasonable period (not less than 30 days) in which to respond and/or cure such alleged grounds to the Board's satisfaction; and provided further that the Executive shall thereafter be granted the opportunity within a reasonable period (not more than 30 days) to appear before the Board, with counsel, to address any such claimed grounds, during which period the Company may not implement such termination.

(d) As used herein, "Disability" shall mean a physical or mental impairment as a result of which, as reasonably determined by the Board, the Executive has been unable to perform the essential functions of his employment with the Company, even with reasonable accommodation that does not impose an undue hardship on the Company, for more than 90 days in any 180-day period, unless a longer period is required by federal or state law, in which case such longer period shall apply.

(e) As used herein, "Good Reason" shall mean (i) a material diminution of the Executive's duties, responsibilities, authority, title, position, compensation, or bonus opportunity as set forth in this Agreement; (ii) a material breach by the Company of any material provision of this Agreement; or (iii) relocation of the Executive's place of employment, against the Executive's wishes, more than fifty (50) miles from the location specified in Section 17; provided however that, with respect to items (i) and (ii) above, the Executive must provide the Company with written notice within ninety (90) days of the initial existence of the alleged Good Reason event or condition in accordance with Section 17 specifying with particularity the conduct that he contends constitutes Good Reason, and must provide the Company a reasonable period (not less than 30 days) in which to respond and/or cure such alleged grounds.

(f) As used herein, "Involuntary Termination" shall mean a termination of the Executive's employment (i) by the Company without Cause (and other than due to Executive's death or in connection with a good faith determination by the

Board that the Executive has a Disability), and other than in connection with a “Change in Control,” as it is defined in the change in control agreement entered into between the Company and the Executive pursuant to Section 4.4 or (ii) by the Executive for Good Reason.

(g) As used herein, the term “Person” shall be construed broadly and shall include, without limitation, an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, and a governmental entity, or any department, agency or political subdivision thereof.

(h) As used herein, a “Separation from Service” occurs when the Executive dies, retires, or otherwise has a termination of employment with the Company that constitutes a “separation from service” within the meaning of Treasury Regulation Section 1.409A-1(h)(1).

5.6 Notice of Termination. Any termination of the Executive’s employment under this Agreement shall be communicated by written notice of termination from the terminating party to the other party. This notice of termination must be delivered in accordance with Section 17 and must indicate the specific provision(s) of this Agreement relied upon in effecting the termination.

5.7 Internal Revenue Code Section 409A. The Company shall interpret and apply this Agreement (and any additional separate agreements contemplated by this agreement) in a manner that is consistent with the intent that amounts earned and payable to Executive shall not be subject to the premature income recognition or adverse tax provisions of Internal Revenue Code Section 409A (“Section 409A”). Accordingly, notwithstanding any other term or provision in this Agreement (or in any other agreement) to the contrary, distributions of benefits that are subject to Section 409A and that are payable upon or following Executive’s Separation from Service with the Company shall commence as of the date required by the agreement or, if later and to the extent required, the earliest date permitted by Section 409A (generally six months after Separation from Service, if Executive is considered a “specified employee” within the meaning of Section 409A), without interest.

6. Protective Covenants.

6.1 Confidential Information; Inventions.

(a) Executive’s commencement of employment with the Company is contingent upon the execution (and delivery to an officer of the Company) of the Company’s Confidentiality, Non-Solicitation and Invention Disclosure Agreement for U.S Employees and the Non-Competition Agreement by Executive in the forms attached as Exhibit E (collectively, the “Form Agreements”), on or prior to the Effective Date.

(b) As used in this Agreement, the term “Work Product” means all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos, and all similar or related information (whether

patentable or unpatentable, copyrightable, registerable as a trademark, reduced to writing, or otherwise) that relates to the Company's or any of its Affiliates' actual or anticipated business, research and development or existing or future products or services and which are conceived, developed or made by the Executive (whether or not during usual business hours, whether or not by the use of the facilities of the Company or any of its Affiliates, and whether or not alone or in conjunction with any other person) while employed by the Company (including those conceived, developed or made prior to the Effective Date) together with all patent applications, letters patent, trademark, trade name and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any of the foregoing. All Work Product that the Executive may have discovered, invented, or originated during his employment by the Company or any of its Affiliates prior to the Effective Date, that he may discover, invent or originate during the Term or at any time in the period of twelve (12) months after the Severance Date, shall be the exclusive property of the Company and its Affiliates, as applicable, and Executive hereby assigns all of Executive's right, title and interest in and to such Work Product to the Company or its applicable Affiliate, including all intellectual property rights therein. Executive shall promptly disclose all Work Product to the Company, shall execute at the request of the Company any assignments or other documents the Company may deem necessary to protect or perfect its (or any of its Affiliates', as applicable) rights therein, and shall assist the Company, at the Company's expense, in obtaining, defending and enforcing the Company's (or any of its Affiliates', as applicable) rights therein. The Executive hereby appoints the Company as his attorney-in-fact to execute on his behalf any assignments or other documents deemed necessary by the Company to protect the Company, or to protect or perfect the Company's (and any of its Affiliates', as applicable) rights to any Work Product. In addition, Executive agrees that he shall also be bound by the restrictions and requirements in the Form Agreements.

6.2 Restriction on Competition. The Executive agrees that if the Executive were to become employed by, or substantially involved in, the business of a competitor of the Company or any of its Affiliates, it would be very difficult for the Executive not to rely on or use the Company's and its Affiliates' trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Company's and its Affiliates' trade secrets and confidential information, and to protect such trade secrets and confidential information and the Company's and its Affiliates' relationships and goodwill with customers, during the Term and for a period of time after the Severance Date equal to twelve (12) months (the "Restricted Period") the Executive will not directly or indirectly through any other Person engage in, enter the employ of, render any services to, have any ownership interest in, nor participate in the financing, operation, management or control of, any Competing Business. For purposes of this Agreement, the phrase "directly or indirectly through any other Person engage in" shall include, without limitation, any direct or indirect ownership or profit participation interest in such enterprise, whether as an owner, stockholder, member, partner, joint venturer or otherwise, and shall include any direct or indirect participation in such enterprise as an employee, executive, consultant, director, officer, licensor of technology or otherwise. For purposes of this Agreement, "Competing Business"

means a Person anywhere in the continental United States or elsewhere in the world where the Company or any of its Affiliates engage in business, or reasonably and demonstrably anticipate engaging in business, on the Severance Date (the "Restricted Area") that at any time during the Term has competed, or at any time during the Restricted Period competes, with the Company or any of its Affiliates in any of its or their material businesses; provided, however, that the term Competing Business shall apply only to any business unit within a Person that is itself engaged in such business, if the Person is not otherwise a Competing Business. Nothing herein shall prohibit the Executive from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation that is publicly traded, so long as the Executive has no active participation in the business of such corporation. In addition, Executive agrees that he shall also be bound by the restrictions and requirements in the Form Agreements.

6.3 Non-Solicitation of Employees and Consultants. During the Term and for a period of twelve (12) months after the Severance Date, the Executive will not directly or indirectly (other than through general advertising) through any other Person (i) induce or attempt to induce any employee or independent contractor of the Company or any Affiliate of the Company to leave the employ or service, as applicable, of the Company or such Affiliate, or in any way interfere with the relationship between the Company or any such Affiliate, on the one hand, and any employee or independent contractor thereof, on the other hand, or (ii) hire any person who was an employee of the Company or any Affiliate of the Company until eighteen (18) months after such individual's employment relationship with the Company or such Affiliate has been terminated. In addition, Executive agrees that he shall also be bound by the restrictions and requirements in the Form Agreements.

6.4 Non-Disruption of Other Business Relationships. During the Term and for a period of twelve (12) months after the Severance Date, the Executive will not directly or indirectly through any other Person influence or attempt to influence customers, vendors, suppliers, licensors, lessors, joint venturers, associates, consultants, agents, or partners of the Company or any Affiliate of the Company to divert their business away from the Company or such Affiliate, and the Executive will not otherwise interfere with, disrupt or attempt to disrupt the business or professional relationships, contractual or otherwise, between the Company or any Affiliate of the Company, on the one hand, and any of its or their customers, suppliers, vendors, licensors, joint venturers, government regulators, associates, officers, employees, consultants, managers, partners, members or investors, on the other hand. In addition, Executive agrees that he shall also be bound by the restrictions and requirements in the Form Agreements.

6.5 Non-Disparagement. At all times following the date hereof, the Executive shall not, whether in writing or orally, disparage or denigrate the Company or any Affiliate, or any of their respective current or former affiliates, directors, officers, employees, members, partners, agents, or representatives. At all times following the date hereof, the directors, officers, and communications and human resources personnel of the Company shall not, whether in writing or orally, disparage or denigrate the Executive.

6.6 Understanding of Covenants. The Executive acknowledges that, in the course of his employment with the Company and/or its Affiliates and their predecessors, he has become familiar, or will become familiar, with the Company's and its Affiliates' and their predecessors' trade secrets and with other confidential and proprietary information concerning the Company,

its Affiliates and their respective predecessors and that his services have been and will be of special, unique and extraordinary value to the Company and its Affiliates. The Executive agrees that the foregoing covenants set forth in this Section 6 (together, the "Restrictive Covenants") are reasonable and necessary to protect the Company's and its Affiliates' trade secrets and other confidential and proprietary information, goodwill, stable workforce, and customer relations.

Without limiting the generality of the Executive's agreement in the preceding paragraph, the Executive: (i) represents that he is familiar with and has carefully considered the Restrictive Covenants; (ii) represents that he is fully aware of his obligations hereunder; (iii) agrees to the reasonableness of the length of time, scope and geographic coverage, as applicable, of the Restrictive Covenants; (iv) agrees that the Company and its Affiliates currently conduct business or reasonably anticipate engaging in business throughout the Restricted Area; and (v) agrees that the Restrictive Covenants will continue in effect for the applicable periods set forth above in this Section 6 regardless of whether the Executive is then entitled to receive severance pay or benefits from the Company. The Executive understands that the Restrictive Covenants may limit his ability to earn a livelihood in a business similar to the business of the Company and any of its Affiliates, but he nevertheless believes that he has received and will receive sufficient consideration and other benefits as an employee of the Company and as otherwise provided hereunder or as described in the recitals hereto to clearly justify such restrictions which, in any event (given his education, skills and ability), the Executive does not believe would prevent him from otherwise earning a living. The Executive agrees that the Restrictive Covenants do not confer a benefit upon the Company disproportionate to the detriment of the Executive.

6.7 Enforcement. Without limiting the generality of Section 16, the Executive agrees that a breach by the Executive of any of the covenants in this Section 6 would cause immediate and irreparable harm to the Company that would be difficult or impossible to measure, and that damages to the Company for any such injury would therefore be an inadequate remedy for any such breach. Therefore, the Executive agrees that in the event of any breach or threatened breach of any provision of this Section 6 or any similar provision, the Company shall be entitled, in addition to and without limitation upon all other remedies the Company may have under this Agreement, at law or otherwise, to obtain specific performance, injunctive relief and/or other appropriate relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Section 6 or any similar provision, as the case may be, or require the Executive to account for and pay over to the Company all compensation, profits, moneys, accruals, increments or other benefits derived from or received as a result of any transactions constituting a breach of this Section 6 or any similar provision, as the case may be, if and when final judgment of a court of competent jurisdiction or arbitrator is so entered against the Executive. The Executive further agrees that the applicable period of time any Restrictive Covenant is in effect following the Severance Date, as determined pursuant to the foregoing provisions of this Section 6, shall be extended by the same amount of time that Executive is in breach of any Restrictive Covenant.

6.8 Additional Documentation. The Executive agrees to execute any additional documentation as may reasonably be requested by the Company in furtherance of the enforcement of any Restrictive Covenant.

7. **Withholding Taxes.** Notwithstanding anything else herein to the contrary, the Company may withhold (or cause there to be withheld, as the case may be) from any amounts otherwise due or payable under or pursuant to this Agreement such federal, state and local income, employment, or other taxes as may be required to be withheld pursuant to any applicable law or regulation.

8. **Successors and Assigns.** This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns and to the benefit of and be binding upon the Executive's estate and/or personal representatives. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any assignee or successor to all or substantially all of the Company's assets, as applicable, which assumes this Agreement by operation of law or otherwise.

9. **Rules of Construction.** Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. Unless otherwise expressly provided herein, all determinations to be made by the Compensation Committee or the Board under this Agreement shall be made in their sole discretion.

10. **Section Headings.** The section headings of, and titles of paragraphs and subparagraphs contained in, this Agreement are for the purpose of convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.

11. **Governing Law; Arbitration; Waiver of Jury Trial.**

11.1 THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

11.2 Except for the limited purpose provided in Sections 6.7 and 16, any legal dispute related to this Agreement and/or any claim related to this Agreement, or breach thereof, shall, in lieu of being submitted to a court of law, be submitted to arbitration, in accordance with the applicable dispute resolution procedures of the American Arbitration Association under its Rules for the Resolution of Employment Disputes. The award of the arbitrator shall be final and binding upon the parties. The parties hereto agree that: (i) one arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association; (ii) the arbitrator

shall have the power to award injunctive relief or to direct specific performance; (iii) each of the parties, unless otherwise required by applicable law, shall bear its own attorneys' fees, costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration; and (iv) the arbitrator shall award to the prevailing party a sum equal to that party's share of the arbitrator's and administrative fees of arbitration. Moreover, the arbitrator shall have the authority to award reasonable attorneys' fees to the party that substantially prevails. Nothing in this Section 11 shall be construed as providing the Executive a cause of action, remedy or procedure that the Executive would not otherwise have under this Agreement or the law.

11.3 EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

11.4 The parties agree that any legal proceeding to determine whether an issue should be arbitrated pursuant to section 11.2 of this Agreement, or any legal proceeding pursuant to sections 6.7 or 16 of this Agreement, shall be venued in Supreme Court, Albany County, New York or the federal courts of the Northern District of New York, and the parties consent to the jurisdiction of those courts. Any arbitration pursuant to section 11.2 shall be held in Albany, New York.

12. Severability. The parties desire that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement is found to be invalid, prohibited, or unenforceable under any present or future law, and if the rights and obligations of any party under this Agreement will not be materially and adversely affected thereby, such provision shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. To this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, if such provision could be more narrowly drawn (as to geographic scope, period of duration or otherwise) so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

13. Entire Agreement. This Agreement, together with each of the other agreements and exhibits referenced herein, embodies the entire agreement of the parties hereto respecting the matters within its scope. This Agreement supersedes all prior and contemporaneous agreements of the parties hereto that directly or indirectly bears upon the subject matter hereof, including, without limitation, any term sheet or offer letter prepared in connection herewith. Any prior negotiations, correspondence, agreements, proposals, or understandings relating to the subject matter hereof shall be deemed to have been merged into this Agreement, and to the extent inconsistent herewith, such negotiations, correspondence, agreements, proposals, or understandings shall be deemed to be of no force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as expressly set forth herein. Notwithstanding the foregoing integration provisions, the Executive acknowledges having received and read the Company's Corporate Governance Principles, Code of Business Conduct and Ethics and the Compliance

Plan and Code of Conduct for Interactions with Customers and agrees to conduct himself in accordance therewith as in effect from time to time.

14. **Modifications.** This Agreement may not be amended, modified, or changed (in whole or in part), except by a formal, definitive written agreement expressly referring to this Agreement, which agreement is executed by both of the parties hereto.

15. **Waiver.** No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. Failure or delay on the part of a party to exercise fully any right, remedy, power or privilege under this Agreement shall not operate as a waiver thereof. Any single or partial exercise of any right, remedy, power, or privilege shall not preclude any other or further exercise of the same or of any right, remedy, power or privilege. Waiver of any right, remedy, power or privilege with respect to any occurrence shall not be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

16. **Remedies.** Each of the parties to this Agreement and any such person or entity granted rights hereunder whether or not such person or entity is a signatory hereto shall be entitled to enforce its rights under this Agreement specifically to recover damages and costs for any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that each party may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance, injunctive relief and/or other appropriate equitable relief (without posting any bond or deposit) in order to enforce or prevent any violations of the provisions of this Agreement. Each party shall be responsible for paying its own attorneys' fees, costs, and other expenses pertaining to any such legal proceeding and enforcement regardless of whether an award or finding or any judgment or verdict thereon is entered against either party, provided however that the court shall have the authority to award reasonable attorneys' fees, costs, and expenses to the party that substantially prevails.

17. **Notices.** Any notice provided for in this Agreement must be in writing and must be either personally delivered, transmitted via telecopier, mailed by first class mail (postage prepaid and return receipt requested), or sent by reputable overnight courier service (charges prepaid) to the recipient at the address below indicated or at such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder and received when delivered personally, when received if transmitted via telecopier, five days after deposit in the U.S. mail, and one day after deposit on a weekday with a reputable overnight courier service.

if to the Company, to the address listed below or the then-current principal corporate office:

AngioDynamics, Inc.
14 Plaza Drive
Latham, NY 12110
Attn: Stephen Trowbridge, Senior Vice President, General Counsel

With a copy to:

Gregory J. Champion, Esq.
Bond, Schoeneck & King, PLLC
22 Corporate Woods Blvd., Suite 501
Albany, NY 12211
Facsimile: (518) 533-3299

If to the Executive, to the address most recently on file in the payroll records of the Company.

With a copy to:

James L. Hauser
Gunderson Dettmer
1 Marina Park Drive, Suite 900
Boston, MA 02210
Facsimile: (617) 648-9199
jhaus@gunder.com

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Signature pages transmitted via facsimile or PDF transmission shall be as effective as manually signed, original counterparts.

19. Legal Counsel. Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, the parties agree the Agreement shall not be construed against either party on the basis of that party being the drafter of such language. The Executive agrees and acknowledges that he has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so. The Company shall reimburse the Executive for legal expenses he incurs with respect to the negotiation of this Agreement and related documents in an amount not to exceed fifteen thousand dollars (\$15,000.00).

20. Survivorship. The following sections of this Agreement shall survive the termination or expiration of the Agreement: 5.2, 5.4(c), 6, 11, 16 and 17.

IN WITNESS WHEREOF, the Company and the Executive have executed this Employment Agreement as of April 1, 2016.

COMPANY

AngioDynamics, Inc.

By: /s/ Howard W. Donnelly

Name: Howard W. Donnelly

Title: Chairman of the Board of Directors

EXECUTIVE

/s/ James C. Clemmer

James C. Clemmer

Exhibit "A" to Employment Agreement

FORM OF PERFORMANCE SHARE AWARD AGREEMENT

FORM OF OPTION AWARD AGREEMENT

FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT

Exhibit "B" to Employment Agreement

FORM OF CHANGE IN CONTROL AGREEMENT

Exhibit "D" to Employment Agreement

FORM OF RELEASE AGREEMENT

This Release Agreement (this "Release Agreement") is entered into this ___ day of _____ 20___, by and between _____, an individual ("Executive"), and AngioDynamics, Inc., a Delaware corporation (the "Company").

WHEREAS, Executive has been employed by the Company; and

WHEREAS, Executive's employment by the Company has terminated and, in connection with the Executive's Employment Agreement with the Company, dated as of [_____] (the "Employment Agreement"), the Company and Executive desire to enter into this Release Agreement upon the terms set forth herein;

NOW, THEREFORE, in consideration of the covenants undertaken and the releases contained in this Release Agreement, and in consideration of the obligations of the Company to pay severance and other benefits (conditioned upon this Release Agreement) under and pursuant to the Employment Agreement, Executive and the Company agree as follows:

1. Termination of Employment. Executive's employment with the Company terminated on [_____, ____]. Executive waives any right or claim to reinstatement as an employee of the Company and each of its affiliates. Executive hereby confirms that Executive does not hold any position as an officer or employee with the Company and each of its affiliates. Executive acknowledges and agrees that Executive has received all amounts owed for his regular and usual salary (including, but not limited to, any overtime, bonus, accrued vacation, commissions, or other wages), reimbursement of expenses, and usual benefits. Executive understands and agrees that he will not receive the payments specified in Section 5.3 of the Employment Agreement unless he executes this Release Agreement and does not revoke this Release Agreement within the time period permitted hereafter and that such amounts shall be forfeited if he breaches this Release Agreement or Section 6 of the Employment Agreement.

2. Release. Executive, on behalf of himself, his descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges the Company and each of its parents, subsidiaries and affiliates, past and present, as well as its and their trustees, directors, officers, members, managers, partners, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and each of them, hereinafter together and collectively referred to as the "Releasees," with respect to and from any and all claims, wages, demands, rights, liens, agreements or contracts (written or oral), covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise arising out of or in connection with Executive's service as an officer, director, employee, member or manager of any Releasee or Executive's separation

from his position as an officer, director, employee, manager and/or member, as applicable, of any Releasee, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden (each, a "Claim"), which he now owns or holds or he has at any time heretofore owned or held or may in the future own or hold as against any of said Releasees (including, any Claim arising out of or in any way connected, in whole or in part, with Executive's service as an officer, director, employee, member or manager of any Releasee, Executive's separation from his position as an officer, director, employee, manager and/or member, as applicable, of any Releasee, or any other transactions, occurrences, acts or omissions or any loss, damage or injury in connection with Executive's service as an officer, director, employee, member or manager of any Releasee or Executive's separation from his position as an officer, director, employee, manager and/or member, as applicable, of any Releasee), whether known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Release Agreement including, without limiting the generality of the foregoing, any Claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, or any other federal, state or local law, regulation, or ordinance, or any Claim for severance pay, equity compensation, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit, workers' compensation or disability (the "Release"); provided, however, that the foregoing Release does not impair, release, or otherwise modify (A) any obligation of the Company to Executive pursuant to any rights to the severance and other benefits payable under Section 5.3 of the Employment Agreement in accordance with the terms of the Employment Agreement; or (B) rights to indemnification pursuant to section 4.5 of the Employment Agreement; or (C) rights to enforce this Release Agreement; or (D) rights to any vested Long Term Incentives under section 3.4 of the Employment Agreement in accordance with governing award agreement and plan. In addition, this Release does not cover any Claim that cannot be so released as a matter of applicable law, any vested benefits, any rights to defense and indemnity under any Company certificate, bylaw, resolution, policy, or practice, or any rights to coverage under any liability insurance (such as directors' and officers' liability insurance). Executive acknowledges and agrees that he has received any and all leave and other benefits that he has been and is entitled to pursuant to the Family and Medical Leave Act of 1993.

3. ADEA Waiver. Executive expressly acknowledges and agrees that by entering into this Release Agreement, Executive is waiving any and all rights or Claims that he may have arising under the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), which have arisen on or before the date of execution of this Release Agreement. Executive further expressly acknowledges and agrees that:

- A. In return for this Release Agreement, the Executive will receive consideration beyond that which the Executive was already entitled to receive before entering into this Release Agreement;
- B. Executive is hereby advised in writing by this Release Agreement to consult with an attorney before signing this Release Agreement;
- C. Executive has voluntarily chosen to enter into this Release Agreement and has not been forced or pressured in any way to sign it;
- D. Executive was given a copy of this Release Agreement on [_____, 20__] and informed that he had twenty one (21) days within which to consider this Release Agreement and that if he wished to execute this Release Agreement prior to expiration of such 21-day period, he should execute the Endorsement attached hereto; and
- E. Executive was informed that he had seven (7) days following the date of execution of this Release Agreement in which to revoke this Release Agreement, and this Release Agreement will become null and void if Executive elects revocation during that time. Any revocation must be in writing and must be received by the Company during the seven-day revocation period. In the event that Executive exercises his right of revocation, neither the Company nor Executive will have any obligations under this Release Agreement.

4. Proceedings. Executive acknowledges that he has not filed any complaint, claim or proceeding against any of the Releasees before any court. Executive acknowledges that he will not

initiate or cause to be initiated on his behalf any civil action regarding the released claims against any of the Releasees in any court. Further, Executive understands that, by executing this Release, he will be limiting the availability of certain remedies that he may have against the Company and limiting also his ability to pursue certain claims against the Releasees. Notwithstanding the above, nothing in this Release shall prevent Executive from (i) initiating or causing to be initiated on his behalf any complaint, charge, claim or proceeding against the Company before any local, state or federal agency, court or other body challenging the validity of the waiver of his claims under the ADEA contained in this Release or (ii) initiating or participating in an investigation or proceeding conducted by a state or federal agency, including the Equal Employment Opportunity Commission, but Executive acknowledges, and Executive intends, that this Release Agreement precludes him from receiving any consideration, payment, or relief as a result of any such proceeding.

5. No Transferred Claims. Executive warrants and represents that the Executive has not heretofore assigned or transferred to any person not a party to this Release Agreement any released matter or any part or portion thereof and he shall defend, indemnify and hold the Company and each of its affiliates harmless from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

6. Severability. It is the desire and intent of the parties hereto that the provisions of this Release Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Release Agreement shall be adjudicated by an arbitrator or court of competent jurisdiction to be invalid, prohibited or unenforceable under any present or future law, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Release Agreement or affecting the validity or enforceability of such provision in any other jurisdiction; furthermore, in lieu of such invalid or unenforceable provision there will be added automatically as a part of this Release Agreement, a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Release Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

7. Counterparts. This Release Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

8. Successors. This Release Agreement is personal to Executive and shall not, without the prior written consent of the Company, be assignable by Executive. This Release Agreement shall inure to the benefit of and be binding upon the Company and its respective successors and assigns and any such successor or assignee shall be deemed substituted for the Company under the terms of this Release Agreement for all purposes. As used herein, "successor" and "assignee" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger, acquisition of assets, or otherwise, directly or indirectly acquires the ownership of the Company, acquires all or substantially all of the Company's assets, or to which the Company assigns this Release Agreement by operation of law or otherwise.

9. Governing Law; Forum; Waiver of Jury Trial. This Release Agreement shall be governed by and construed in accordance with the laws of the State of New York (without regard to any conflicts of laws principles thereof that would give effect to the laws of another jurisdiction), and the parties submit to arbitration provisions set forth in Section 11 of the Employment Agreement as if such

Section were incorporated by reference and reprinted herein (with appropriate references to this Release Agreement as the context requires). The parties agree that any legal proceeding to determine whether an issue should be arbitrated pursuant to section 11 of the Employment Agreement, or any legal proceeding pursuant to sections 6.7 or 16 of the Employment Agreement, shall be venued in Supreme Court, Albany County, New York or the federal courts of the Northern District of New York, and the parties consent to the jurisdiction of those courts. Any arbitration shall be held in Albany, New York. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE EXECUTIVE HEREBY WAIVES, AND COVENANTS THAT HE WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS RELEASE AGREEMENT OR ANY MATTERS CONTEMPLATED HEREBY.

10. Amendment and Waiver. The provisions of this Release Agreement may be amended and waived only with the prior written consent of the Company and Executive, and no course of conduct or failure or delay in enforcing the provisions of this Release Agreement shall be construed as a waiver of such provisions or affect the validity, binding effect or enforceability of this Release Agreement or any provision hereof.

11. Descriptive Headings. The descriptive headings of this Release Agreement are inserted for convenience only and do not constitute a part of this Release Agreement.

12. Construction. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Release Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

13. Nouns and Pronouns. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice-versa.

14. Legal Counsel. Each party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Executive acknowledges and agrees that he has read and understands this Release Agreement completely, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Release Agreement and he has had ample opportunity to do so.

[The Remainder of this Page is Intentionally Left Blank]

The undersigned have read and understand the consequences of this Release Agreement and voluntarily sign it. The undersigned declare under penalty of perjury under the laws of the State of [] that the foregoing is true and correct.

EXECUTED this _____ day of _____ 20__, at _____

EXECUTIVE

Print Name: _____

ANGIODYNAMICS, INC., a Delaware corporation

By: _____

Name: _____

Title: _____

ENDORSEMENT

I, _____ hereby acknowledge that I was given [21/45] days to consider the foregoing Release Agreement and voluntarily chose to sign the Release Agreement prior to the expiration of the [21-day/45-day] period.

I declare under penalty of perjury under the laws of the United States and the State of [] that the foregoing is true and correct.

EXECUTED this [] day of [] 20 [].

Print Name: _____

Exhibit "E" to Employment Agreement

FORM OF CONFIDENTIALITY, NON-SOLICITATION AND INVENTION DISCLOSURE AGREEMENT FOR U.S. EMPLOYEES

AND

FORM OF NON-COMPETITION AGREEMENT

CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT (the "Agreement"), is made as of the 1st day of April, 2016 between AngioDynamics, Inc., a Delaware corporation (the "Company"), and James C. Clemmer, an individual residing at 1310 Seaspray Lane, Sanibel, Florida 33957 ("Executive").

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel; and

WHEREAS, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control exists and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. **Defined Terms.** The definitions of capitalized terms used in this Agreement are provided in the last Section hereof.
 2. **Term of Agreement.** The Term of this Agreement shall commence on the date hereof and shall continue in effect through December 31, 2016; provided, however, that effective January 1, 2017 and each January 1 thereafter, the Term that is then in effect shall automatically be extended for one additional year unless the Company has given sixty (60) days written notice before the January 1 in question that the Term that is in effect at the time such notice is given will not be extended; and further provided, however, that if a Change in Control occurs during the Term, the Term shall expire no earlier than twelve (12) calendar months after the calendar month in which such Change in Control occurs. Notwithstanding the foregoing, this Agreement shall terminate if the Executive ceases to be an employee of the Company and its subsidiaries for any reason prior to a Change in Control. However, anything in this Agreement (including the preceding sentence) to the contrary notwithstanding, if a Change in Control occurs and if, within three months prior to the date on which such Change in Control occurs, the Executive's employment with the Company is terminated by the Company without Cause or an event occurs that would, if it took place after the Change in Control, constitute Good Reason for termination of employment by the Executive, and if it is reasonably demonstrated by the Executive that such termination of employment by the Company or event constituting Good Reason for termination of employment by the Executive (a) was undertaken at the request of a third party who has taken steps reasonably calculated to effect the Change in Control, or (b) otherwise arose in connection with or in anticipation of the Change in Control, then for purposes of this Agreement such termination of employment by the Company without Cause or event constituting Good Reason shall be deemed to occur during the 12 month period following the Change in Control and, if the
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Executive terminates his employment for such Good Reason before the Change in Control, such termination of employment by the Executive shall likewise be deemed to occur during the 12 month period following the Change in Control.

3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's covenants set forth in Section 4 hereof, the Company agrees, under the conditions described herein, to pay the Executive the Severance Payments and the other payments and benefits described herein. Except as provided in Section 2, Section 6.3, Section 9.1 or Section 14.2 hereof, no amounts shall be payable under this Agreement unless the Executive's employment with the Company terminates following a Change in Control and during the Term. This Agreement shall not be construed as creating an express or implied contract of employment enforceable against the Company nor, except as provided in Section 4 below, enforceable against the Executive, and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.

4. The Executive's Covenants. The Executive agrees to remain in the employ of the Company, subject to the terms and conditions of this Agreement, if a Potential Change in Control occurs during the Term and the Executive is then in the employ of the Company, until the earliest of (a) the date which is six (6) months from the date of such Potential Change in Control, (b) the date of a Change in Control, (c) the date of termination by the Executive of the Executive's employment for Good Reason or by reason of death, Disability or Retirement, or (d) the termination by the Company of the Executive's employment for any reason; provided that Executive's agreement to remain in the employ of the Company shall be subject to the condition that no adverse change occurs after the Potential Change in Control in his title, duties, responsibilities, authority, reporting relationships, compensation, benefits or indemnification rights.

5. Certain Compensation Other Than Severance Payments.

5.1 If the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the Company shall pay the Executive his full salary through the date of termination at the rate in effect immediately prior to the date of termination or, if higher, the rate in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, together with all compensation and benefits payable to the Executive through the date of termination under the terms of the Company's compensation and benefit plans, programs and arrangements as in effect immediately prior to the date of termination or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason.

5.2 Subject to Section 6.1 hereof, if the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the Company shall pay to the Executive the Executive's normal post-termination compensation and benefits as such payments become due. Any such post-termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation and benefit plans, programs and arrangements as in effect immediately

prior to the date of termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason.

6. Severance Payments.

6.1 Subject to Section 6.2 and Section 6.3 hereof, if the Executive's employment is terminated following a Change in Control and during the Term either by the Company or by the Executive, other than (a) by the Company for Cause, (b) by reason of death or Disability, or (c) by the Executive without Good Reason, (any such employment termination being hereafter sometimes referred to as a "Compensable Termination"), then the Company shall pay the Executive the amounts, and provide the Executive the benefits, described in this Section 6.1 ("Severance Payments"), in addition to any payments and benefits to which the Executive is entitled under Sections 5 and 6.3 hereof. Notwithstanding the foregoing, the Executive shall not be eligible to receive any payment or benefit provided for in this Section 6.1 unless the Executive shall have executed a release substantially in the form of Exhibit A hereto effective as of the date of the Compensable Termination or a date subsequent thereto and shall not have revoked said release. The Severance Payments are in lieu of any severance benefits that would otherwise be payable or provided pursuant to any severance plan or practice of the Company.

i. The Company shall pay the Executive, at the time provided in Section 6.2 below, his annual bonus for the fiscal year of the Company preceding the fiscal year of the Company in which the Compensable Termination occurs, if unpaid at the time of the Compensable Termination, the amount of such bonus to be determined by the Compensation Committee of the Board on a basis no less favorable to the Executive than its bonus determinations with respect to the Executive prior to the Change in Control, unless the Committee made no bonus determinations with respect to the Executive before the Change in Control, in which case on a basis no less favorable to the Executive than its bonus determinations with respect to other executives of comparable rank before the Change in Control.

ii. The Company shall pay the Executive, at the time provided in Section 6.2 below, a prorated annual bonus for the fiscal year of the Company in which the Compensable Termination occurs, such prorated bonus to be determined by multiplying the "Applicable Average Bonus" as defined below in this subsection (ii) by a fraction the numerator of which shall be the number of days elapsed in such fiscal year through (and including) the date on which the Compensable Termination occurs and the denominator of which shall be the number 365. For purposes of this Agreement, the "Applicable Average Bonus" means the higher of (A) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the 36 months immediately preceding the Compensable Termination or, if the Executive was employed by the Company for less than 36 months before the Compensable Termination, during the period of his employment by the Company prior to the Compensable Termination (annualizing any bonus awarded for less than a full year of employment), or (B) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the three fiscal years of the Company that precede the fiscal year in which the Compensable Termination occurs or during the portion of such three fiscal years in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment), or (C) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during

the 36 months preceding the date on which the Change in Control occurred or during the portion of such 36 month period in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment).

iii. The Company shall pay the Executive, at the time provided in Section 6.2 below, a lump sum cash payment equal to two and one half (2.5) times the Executive's annual base salary at the rate in effect immediately prior to the Compensable Termination or, if higher, in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason ("Base Salary").

iv. The Company will pay the Executive for all earned but unused vacation leave at the time of the Compensable Termination.

6.2 All payments to be made pursuant to subsections (i) through (iv) of Section 6.1 above shall be made within thirty (30) calendar days after the date on which a Separation from Service occurs coincident with or following, or within 30 days before, the date on which the Compensable Termination occurs (the "Separation from Service Date") unless on the Separation from Service Date the Executive is a Specified Employee, in which case such payments shall be made six months and one day after the Separation from Service Date (or, if earlier, the date of the Executive's death). For purposes of the preceding sentence, a Specified Employee means a "specified employee" who is subject to the special rule set forth in subsection (a)(2)(B)(i) of section 409A of the Code and the regulations thereunder (including, without limitation, Proposed Treasury Regulation section 1.409A-1(i)) with respect to such payments.

6.3 In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code, and (ii) would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then Executive's benefits under this Agreement shall be either

i. delivered in full, or

ii. delivered as to such lesser extent which would result in no portion of such benefits being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the greatest amount of benefits, notwithstanding that all or some portion of such benefits may be taxable under Section 4999 of the Code. If a reduction in severance and other benefits constituting "parachute payments" is necessary so that benefits are delivered to a lesser extent, reduction will occur in the following order: reduction of cash payments, cancellation of equity awards granted within the twelve (12) month period prior to a "change in control" (as determined under Code Section 280G) that are deemed to have been granted contingent upon the change in control (as determined under Code Section 280G), cancellation of accelerated vesting of equity awards, reduction of employee benefits.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section shall be made in writing by the Company's independent certified public accountants (the "Accountants"), whose determination shall be conclusive and binding upon Executive and

the Company for all purposes. For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Section 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section.

7. Payments During Dispute. Any payments to which the Executive may be entitled under this Agreement, including, without limitation, under sections 5 and 6 hereof, shall be made forthwith on the applicable date(s) for payment specified in this Agreement. If for any reason the amount of any payment due to the Executive cannot be finally determined on that date, such amount shall be estimated on a good faith basis by the Company and the estimated amount shall be paid no later than 10 days after such date. As soon as practicable thereafter, the final determination of the amount due shall be made and any adjustment requiring a payment to or from the Executive shall be made as promptly as practicable.

8. No Mitigation. The Company agrees that, if the Executive's employment with the Company terminates during the Term, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 6 hereof or any other provision of this Agreement. Further, the amount of any payment or benefit provided for in this Agreement shall not be reduced (a) by any compensation earned by the Executive as the result of employment by another employer, (b) by retirement benefits, (c) by offset against any amount claimed to be owed by the Executive to the Company, or (d) otherwise.

9. Successors; Binding Agreement.

9.1 In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform the Company's obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession during the Term shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control and during the Term, except that, for purposes of implementing the foregoing, the date on which the Executive's employment terminates (for any reason other than Cause) within 30 days before, or at any time during the Term and on or after, the date on which any such succession becomes effective during the Term shall be deemed the date of the Compensable Termination.

9.2 This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

10. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to the Executive, to his most recent address shown on the books and records of the Company at the time notice is given and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

AngioDynamics, Inc.
14 Plaza Drive
Latham, NY 12110

Attention: Chief Executive Officer

With a copy to:

James L. Hauser
Gunderson Dettmer
1 Marina Park Drive, Suite 900
Boston, MA 02210
Facsimile: (617) 648-9199
jhaus@gunder.com

11. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement constitutes the entire agreement of the parties concerning the specific subject matter addressed by this Agreement and supersedes all prior agreements addressing the terms and conditions contained herein. Nothing in this Agreement is intended to amend or otherwise alter the change in control provisions or any other provisions of any (a) stock option or other compensation or incentive award that may heretofore have been or may hereafter be granted to the Executive, or (b) employee benefit or fringe benefit plan in

which the Executive may heretofore have been or may hereafter be a participant. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York. All references to sections of the Code or the Exchange Act shall be deemed also to refer to any successor provisions to such sections and to IRS or SEC regulations and official guidance published thereunder. Any payments provided for hereunder shall be subject to any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after the expiration of the Term (including, without limitation, those under Sections 6 and 7 hereof) shall survive such expiration.

12. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

14. Settlement of Disputes; Arbitration.

14.1 All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

14.2 Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in the Albany, New York metropolitan area in accordance with the employment dispute resolution rules of the American Arbitration Association then in effect. The arbitrator shall have the authority to require that the Company reimburse the Executive for the payment of all or any portion of the legal fees and expenses incurred by the Executive in connection with such dispute or controversy. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

14.3 The Company agrees to use commercially reasonable efforts to administer this Agreement, and operate any deferred compensation plans in which the Executive participates from time to time that are aggregated with this Agreement or with any payment or benefit provided by this Agreement for purposes of Section 409A of the Code (e.g., account balance plans, nonaccount balance plans, separation pay plans, and plans that are neither account balance nor nonaccount balance plans), in good faith compliance with Code Section 409A to the extent necessary to avoid inclusion of any amounts of benefits payable hereunder in the Executive's income pursuant to Section 409A(a)(1)(A) of the Code.

14.4 If there shall be any dispute between the Company and the Executive (i) in the event of any termination of the Executive's employment by the Company, whether such termination was for Cause, or (ii) in the event of any termination of employment by the Executive, whether Good Reason existed, then, unless and until there is a final, nonappealable judgment by a court of competent jurisdiction declaring that such termination was for Cause or that the determination by the Executive of the existence of Good Reason was not made in good faith, the Company shall pay all amounts, and provide all benefits, to the Executive and/or the Executive's family or other beneficiaries, as the case may be, that the Company would be required to pay or provide pursuant to Section 6 as though such termination were by the Company without Cause, or by the Executive with Good Reason; provided, however, that the Company shall not be required to pay any disputed amount pursuant to this paragraph except upon receipt of an undertaking by or on behalf of the Executive to repay all such amounts to which the Executive is ultimately adjudged by such court not to be entitled.

15. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

- A. "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.
 - B. "Applicable Average Bonus" shall have the meaning set forth in subsection (ii) of Section 6.1.
 - C. "Base Salary" shall have the meaning set forth in subsection (iii) of Section 6.1.
 - D. "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.
 - E. "Board" shall mean the Board of Directors of the Company.
 - F. "Cause" for termination by the Company of the Executive's employment shall mean: (i) the willful and persistent failure by the Executive to substantially perform the Executive's duties with the Company as such duties were in effect prior to any change therein constituting Good Reason (other than any such failure resulting from the Executive's incapacity due to physical or mental illness, Disability [as such term is defined in the governing employment agreement] or any such failure after the occurrence of an event constituting Good Reason for resignation by the Executive) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, provided that such failure will constitute Cause only if it remains uncured for more than thirty (30) days following receipt by the Executive of such written demand from the Board; (ii) the engaging by the Executive in willful and persistent conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise, provided that such conduct will constitute Cause only if it remains uncured for more than
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thirty (30) days following receipt by the Executive of a written demand from the Board to cease such conduct; (iii) the Executive's refusal to follow a reasonable and lawful instruction from the Board after written notice and opportunity to comply ; or (iv) the Executive's conviction of: (a) a felony or (b) a crime involving fraud, dishonesty or moral turpitude. For purposes of clauses (i) and (ii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Company. The Company shall notify the Executive in a writing that specifically identifies the provision of the Cause definition that applies, and must provide the Executive a reasonable period (not less than 30 days) in which to respond and/or cure such alleged grounds to the Board's satisfaction; and provided further that the Executive shall thereafter be granted the opportunity within a reasonable period (not more than 30 days) to appear before the Board, with counsel, to address any such claimed grounds, during which period the Company may not implement such termination. Any purported termination of employment by the Company for Cause which does not satisfy the applicable requirements of this Section 15(F) shall be conclusively deemed to be a termination of employment by the Company without Cause for purposes of this Agreement. To the extent that this definition of "Cause " is more beneficial to Executive than any definition of "Cause" in any granting document relating to his stock options, restricted stock units or performance shares, the Board shall take any such necessary steps to ensure that this definition, and not any more restrictive definition contained in any granting document, shall apply.

G. A "Change in Control" shall mean that any of the following events has occurred:

i. any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing more than 40% of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of paragraph (iii) below; or

ii. the following individuals cease for any reason to constitute a majority of the number of directors serving on the Board: individuals who, at the beginning of any period of two consecutive years or less (not including any period prior to the date of this Agreement), constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of such period or whose appointment, election or nomination for election was previously so approved or recommended; or

iii. there is consummated a merger or consolidation of the Company or any Subsidiary with any other corporation, other than (A) a merger or consolidation which would

result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing more than 40% of the combined voting power of the Company's then outstanding securities; or

iv. there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

H. "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

I. "Company" shall mean AngioDynamics, Inc. and, except in determining under Section 15(G) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

J. "Compensable Termination" shall have the meaning set forth in Section 6.1.

K. "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six consecutive months or for six non-consecutive months within any period of 12 consecutive months.

L. "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

M. "Executive" shall mean the individual named in the first paragraph of this Agreement.

N. "Good Reason" for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent) after any Change in Control, of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in paragraph (i), (iii), (iv) or (vii) below, such act or failure to act is corrected within thirty (30) calendar days after the Company's receipt

of written notice thereof given by the Executive within ninety (90) calendar days of such act or failure to act:

- i. the assignment to the Executive of any duties inconsistent with the Executive's status or position in the Company immediately prior to the Change in Control, or a substantial adverse alteration in the nature, status or scope of the Executive's responsibilities or authority from his responsibilities or authority immediately prior to the Change in Control, or a reduction in his title;
- ii. a material reduction by the Company in the Executive's annual base salary as in effect on the date of this Agreement or as the same may be increased from time to time;
- iii. a significant reduction in compensation, benefits or reimbursements provided under any employment, compensation, employee benefit or reimbursement plan or program in which the Executive is a participant which is not replaced with substantially equivalent compensation, benefits or reimbursements under another plan, program or arrangement at substantially the same cost (if any) to the Executive;
- iv. the Company fails to pay or provide any amount or benefit that the Company is obligated to pay or provide under this Agreement or any other employment, compensation, benefit or reimbursement plan, agreement or arrangement of the Company to which the Executive is a party or in which the Executive participates;
- v. the Company fails to pay the Executive a bonus, for each fiscal year of Employer that terminates following a Change in Control and during the Term, at least equal to 80% of the Applicable Average Bonus;
- vi. the relocation of the Executive's principal place of employment to a location which increases the Executive's one-way commuting distance by more than 40 miles, or the Company's requiring the Executive to travel on business other than to an extent substantially consistent with the Executive's business travel obligations prior to the Change in Control;
- vii. a significant adverse change occurs, whether of a quantitative or qualitative nature, in the indemnification protection provided to the Executive for acts and omissions arising out of his service on behalf of the Company or any other entity at the request of the Company; or
- viii. a material breach by the Company of any material provision of this Agreement.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder. To the extent that this definition of "Good Reason" is more beneficial to Executive than any definition of "Good Reason" in any granting document relating to his stock options, restricted stock units or performance shares, the

Board shall take any such necessary steps to ensure that this definition, and not any more restrictive definition contained in any granting document, shall apply.

O. "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

P. "Potential Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

i. the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

ii. the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

iii. any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 15% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates); or

iv. the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

Q. "Retirement" shall be deemed the reason for the termination by the Executive of the Executive's employment if such employment is terminated in accordance with the Company's retirement policy, including early retirement, generally applicable to its salaried employees.

R. "Separation from Service" means termination of employment with the Company and any affiliate, subsidiary, or related entity of Company. However, the Executive shall not be deemed to have a Separation from Service if he continues to provide services to the Company in a capacity other than as an employee and if he is providing services at an annual rate that is fifty percent or more of the services he rendered, on average, during the immediately preceding three full calendar years of employment with the Company (or if employed by the Company less than three years, such lesser period) and the annual remuneration for his services is fifty percent or more of the annual remuneration earned during the final three full calendar years of employment (of if less, such lesser period); provided, however, that a Separation from Service will be deemed to have occurred if his service with the Company is reduced to an annual rate that is less than twenty percent of the services he rendered, on average, during the immediately preceding three full calendar years of employment with the Company (or if employed by the Company less than three years, such lesser period) or the annual remuneration for his services is less than twenty percent of the annual remuneration earned during the three full calendar years of employment with the Company (or if less, such lesser period).

S. "Separation from Service Date" shall have the meaning set forth in Section 6.2 hereof.

T. "Severance Payments" shall have the meaning set forth in Section 6.1 hereof.

U. "Subsidiary" means a corporation or other form of business association of which shares (or other ownership interests) having more than 50% of the voting power are owned or controlled, directly or indirectly, by the Company.

V. "Term" shall mean the period of time described in Section 2 hereof (including any extension or continuation described therein).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ANGIODYNAMICS, INC.

By: /s/ Howard W. Donnelly

Name: Howard W. Donnelly

Title: Chairman of the Board of Directors

/s/ James C. Clemmer

James C. Clemmer

ANGIODYNAMICS, INC.

RELEASE OF CLAIMS

This Release of Claims (“Agreement”) is made by and between AngioDynamics, Inc. (the “Company”), and James C. Clemmer (“Executive”).

WHEREAS, Executive has agreed to enter into a release of claims in favor of the Company upon certain events specified in the Severance Benefits Agreement by and between Company and Executive, as amended (the “Severance Agreement”); and

WHEREAS, Executive and Company entered into an Employment Agreement, dated April 1, 2016 (the “Employment Agreement”) and a Change in Control Agreement, dated April 1, 2016 (the “Change in Control Agreement”).

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties hereby agree as follows:

1. Termination. Executive’s employment from the Company terminated on [DATE].
 2. Confidential Information. Executive shall continue to maintain the confidentiality of all confidential and proprietary information of the Company and shall continue to comply with the terms and conditions of the Proprietary Information and Nondisclosure Agreement between Executive and the Company (the “Confidentiality Agreement”), as well as Section 4 of the Severance Agreement. Executive shall return all the Company property and confidential and proprietary information in his possession to the Company on the Effective Date of this Agreement.
 3. Payment of Salary. Executive acknowledges and represents that the Company has paid all salary, wages, bonuses, accrued vacation, commissions and any and all other benefits due to Executive.
 4. Release of Claims. Except as set forth in the last paragraph of this Section 4, Executive agrees that the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company. Executive, on behalf of himself, and his respective heirs, family members, executors and assigns, hereby fully and forever releases the Company and its past, present and future officers, agents, directors, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, parents, predecessor and successor corporations, and assigns, from, and agrees not to sue or otherwise institute or cause to be instituted any legal or administrative proceedings concerning any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that he may possess arising from any omissions, acts or facts that have occurred up until and including the Effective Date of this Agreement including, without limitation,
-

- (a) any and all claims relating to or arising from Executive's employment relationship with the Company and the termination of that relationship;
- (b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of shares of stock of the Company, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;
- (c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; breach of contract, both express and implied; breach of a covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; and conversion;
- (d) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, and The Worker Adjustment and Retraining Notification Act;
- (e) any and all claims for violation of the federal, or any state, constitution;
- (f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination; and
- (g) any and all claims for attorneys' fees and costs.

Notwithstanding anything to the contrary in this Section 4 the foregoing Release does not impair, release, or otherwise modify (A) any obligation of the Company to Executive pursuant to any rights to the severance and other benefits payable under the Change in Control Agreement; or (B) rights to indemnification pursuant to section 4.5 of the Employment Agreement; or (C) rights to enforce this Agreement; or (D) rights to any vested Long Term Incentives under section 3.4 of the Employment Agreement in accordance with governing award agreement and plan. Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released.

5. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination in Employment Act of 1967 ("ADEA") and that this waiver and release is knowing and voluntary. Executive and the Company agree that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the Effective Date of this Agreement. Executive acknowledges that the consideration given for this waiver and release Agreement is in addition to anything of value to which Executive was already entitled. Executive further acknowledges that he has been advised by this writing that (a) he should consult with an attorney prior to executing this Agreement; (b) he has at least twenty-one (21) days within which to consider this Agreement; (c) he has seven (7) days following the execution of this Agreement by the parties to

revoke the Agreement; (d) this Agreement shall not be effective until the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law. Any revocation should be in writing and delivered to [HR Contact Name] at the Company by close of business on the seventh day from the date that Executive signs this Agreement.

6. No Pending or Future Lawsuits. Executive represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any other person or entity referred to herein. Executive also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any other person or entity referred to herein.

7. Application for Employment. Executive understands and agrees that, as a condition of this Agreement, he shall not be entitled to any employment with the Company, its subsidiaries, or any successor, and he hereby waives any right, or alleged right, of employment or re-employment with the Company.

8. No Cooperation. Executive agrees that he will not counsel or assist any attorneys or their clients in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints by any third party against the Company and/or any officer, director, employee, agent, representative, shareholder or attorney of the Company, unless under a subpoena or other court order to do so.

9. Cooperation with Company. Executive agrees to cooperate, at the request of the Company, in the defense and/or prosecution of any charges, claims, investigations (internal or external), administrative proceedings and/or lawsuits relating to matters occurring during or relating to Executive's period of employment about which Executive may have relevant information. Executive shall further reasonably cooperate with regard to the transition of Executive's job duties and business relationships. Executive agrees to respond to reasonable requests for information from the Company in a timely manner.

10. No Admission of Liability. No action taken by the Company, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to the Executive or to any third party.

11. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.

12. Authority. Executive represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement.

13. No Representations. Executive represents that he has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the

provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

14. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

15. Entire Agreement. This Agreement, along with the Confidentiality Agreement, and Executive's written equity compensation agreements with the Company, represents the entire agreement and understanding between the Company and Executive concerning Executive's separation from the Company.

16. No Oral Modification. This Agreement may only be amended in writing signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Governing Law. This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of New York.

18. Effective Date. Each Party has seven (7) days after that Party signs this Agreement to revoke it. This Agreement will become effective on the eighth (8th) day after Executive signed this Agreement, so long as it has been signed by both Parties.

19. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

20. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have had the opportunity of being represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains;
- (d) They are fully aware of the legal and binding effect of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

[Company Name]

Dated: [MONTH], 20__

By: _____

[Name], an individual

Dated: [MONTH], 20__

By: _____

[]





PERFORMANCE SHARE AWARD AGREEMENT

This Performance Share Award Agreement (this "Agreement"), dated as of the 1st day of April, 2016 (the "Grant Date"), is between AngioDynamics, Inc., a Delaware corporation (the "Company"), and the ("Participant"), an employee of the Company or any of its affiliates or subsidiaries and whose name appears on the signature page hereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Total Shareholder Return Performance Share Award Program (the "Program") for the period beginning on the Grant Date and ending on the date that is the second trading day following the Company's annual earnings announcement for the fiscal year ending May 31, 2019 (the "Performance Period").

1. Grant and Acceptance of Award. Effective as of the Grant Date, the Company hereby grants to the Participant a Performance Share Award (the "Performance Share Award"), subject to the terms and conditions set forth in this Agreement and the Program, with respect to 250,000 (the "Target Amount") shares of the Company's common stock, par value \$0.01 per share (the "Common Stock"). The grant of this Performance Share Award shall not confer any right to the Participant (or any other participant) to be granted any Performance Share Awards in the future under the Program.

2. Eligibility Conditions upon Performance Share Award. The Participant hereby acknowledges the vesting of any shares of Common Stock underlying the Performance Share Award is subject to certain eligibility, performance and other conditions set forth herein. All shares of Common Stock vested pursuant to the terms of this Agreement and the Program shall be issued to the Participant as soon as practicable (and in all events within sixty (60) days) after the end of the Performance Period.

3. Satisfaction of Performance-Based Conditions. Subject to the eligibility conditions described in Section 7 of this Agreement, except as otherwise provided in Sections 5, 6 and 8 of this Agreement, and the satisfaction of the performance conditions set forth on Appendix A to this Agreement during the Performance Period, shares of Common Stock subject to the Performance Share Award will vest pursuant to the terms and in accordance with the conditions set forth in the Program. Except as set forth in Sections 5, 6 and 8 of this Agreement, no shares of Common Stock in settlement of vested shares of Common Stock underlying the Performance Share Award shall be issued to the Participant prior to the end of the Performance Period.

4. Participant's Rights in Common Stock. The shares of Common Stock, if and when issued hereunder, shall be registered in the name of the Participant and evidenced in the manner as the Company may determine. During the period prior to the issuance of Common Stock, the Participant will have no rights of a stockholder of the Company with respect to the Common Stock underlying the Performance Share Award, including no right to receive dividends or vote the shares of Common Stock underlying each Performance Share Award.

5. Death. In the event that the Participant's employment with the Company or its subsidiaries or affiliates is terminated due to death on or after the Grant Date, but prior to the end of the Performance Period, the Performance Share Award shall remain eligible to vest following the end date of the Performance Period (subject to satisfaction of the performance conditions set forth on Appendix A to this Agreement) and the Participant shall receive a pro-rated portion of the Common Stock underlying the Performance Share Award that would otherwise vest based on performance during the Performance Period, with the pro-rata portion based on the Participant's whole months of service with the Company during the Performance Period prior to the date of such termination; provided that a partial month of employment will be considered a whole "month of service" for purposes of this Agreement only if the Participant was employed by the Company for at least fifteen (15) days during such month. Any portion of the Performance Share Award that remains unvested as of the end of the Performance Period (after giving effect to such pro-ration) shall be considered to have terminated as of the end of the Performance Period. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Secretary of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

6. Retirement or Disability. In the event that the Participant's employment with the Company or its subsidiaries or affiliates is terminated due to Retirement or Disability on or after the Grant Date, but prior to the end of the Performance Period, the Performance Share Award shall remain eligible to vest following the end date of the Performance Period (subject to satisfaction of the performance conditions set forth on Appendix A to this Agreement) and the Participant shall receive a pro-rated portion of the Common Stock underlying the Performance Share Award that would otherwise vest based on performance during the Performance Period, with the pro-rata portion based on the Participant's whole months of service with the Company during the Performance Period prior to the date of such termination; provided that a partial

month of employment will be considered a whole “month of service” for purposes of this Agreement only if the Participant was employed by the Company for at least fifteen (15) days during such month. Any portion of the Performance Share Award that remains unvested as of the end of the Performance Period (after giving effect to such pro-ration) shall be considered to have terminated as of the end of the Performance Period.

7. Other Termination of Employment - Eligibility Conditions. If the Participant’s employment with the Company and its affiliates or subsidiaries is terminated or the Participant separates from the Company and its affiliates or subsidiaries for any reason other than death, Retirement or Disability, the Performance Share Award shall terminate and no shares of Common Stock shall be issued. Except as set forth in Sections 5, 6 and 8, eligibility to be issued shares of Common Stock underlying the Performance Share Award is conditioned on the Participant’s continuous employment with the Company through the last day of the Performance Period.

8. Change in Control of the Company. Notwithstanding anything to the contrary in this Agreement, in the event of a Change in Control (as defined in the Program) of the Company on or after the Grant Date, but prior to the end of the Performance Period and prior to the Participant’s termination of employment for any reason, the Participant shall immediately vest in 100% of the Target Amount of shares of Common Stock subject to the Performance Share Award. Notwithstanding anything to the contrary in this Agreement, in the event the Participant’s employment with the Company or any Subsidiary terminates due to one of the reasons expressly covered by Section 5 or Section 6 of this Agreement and a Change in Control of the Company occurs subsequent to such a termination of employment (but during the Performance Period), the pro-rata vesting provided for in such sections shall be based on the Target Amount of shares of Common Stock subject to the Performance Share Award. Any shares of Common Stock subject to the Performance Share Award that become vested pursuant to this Section 8 shall be issued to the Participant upon or as soon as practicable (and in all events within thirty (30) days) after the effective date of the Change in Control of the Company (or, if so provided by the Board of Directors, immediately prior to the Change in Control). In the event a Change in Control of the Company occurs following the last day of the Performance Period, prior to the Participant’s termination of employment for any reason, and prior to the date all vested shares of Common Stock underlying the Performance Share Award are issued pursuant to Section 2 above, any shares of Common Stock subject to the Performance Share Award that became vested pursuant to the terms of this Agreement and the Program shall be issued to the Participant upon or as soon as practicable (and in all events within thirty (30) days) after the effective date of the Change in Control of the Company (or, if so provided by the Company’s Board of Directors, immediately prior to the Change in Control).

9. Consideration for Stock. The shares of Common Stock underlying the Performance Share Award that are issued pursuant to this Agreement and the Program will be issued for no cash consideration.

10. Issuance of Stock. The Company shall not be obligated to issue any shares of Common Stock underlying the Performance Share Award that become vested pursuant to the terms of this Agreement and the Program until (i) all federal and state laws and regulations as the Company may deem applicable have been complied with; (ii) the shares have been listed or authorized for listing upon official notice to the Nasdaq Global Select Market or have otherwise been accorded trading privileges; and (iii) all other legal matters in connection with the issuance and delivery of the shares have been approved by the Company's legal department.

11. Tax Withholding. The Participant acknowledges that he or she shall be responsible for the payment of any taxes of any kind required by any national, state or local law to be paid with respect to the Performance Share Award or the shares of Common Stock to be awarded hereunder, including, without limitation, the payment of any applicable withholding, income, social and similar taxes or obligations. The Participant further acknowledges that the Company (1) makes no representations or undertakings regarding the treatment of any tax-related matters in connection with any aspect of this Agreement, including the grant of this Performance Share Award, the vesting of any shares of Common Stock underlying this Performance Share Award, the issuance of shares of Common Stock hereunder, the subsequent sale of any shares of Common Stock acquired hereunder and the receipt of any dividends; and (2) does not commit and is under no obligation to structure the terms of the grant or any aspect of the Performance Share Award to reduce or eliminate the Participant's liability for tax-related matters or achieve any particular tax result. Further, if the Participant becomes subject to tax and/or social security contributions in more than one jurisdiction between the Grant Date and the date of any relevant taxable, tax and/or social security contribution withholding event, as applicable, the Participant acknowledges that the Company may be required to withhold or account for tax-related matters in more than one jurisdiction. Prior to any relevant taxable, tax and/or social security contribution withholding event, the Participant shall pay or make adequate arrangements satisfactory to the Company to satisfy all tax-related matters. In this regard, the Participant authorizes the Company, at its sole discretion, to satisfy the obligations with respect to tax-related matters by one or a combination of the following: (i) withholding from the Participant's wages or other cash compensation paid to him or her by the Company; or (ii) withholding from the proceeds of the sale of shares of Common Stock acquired hereunder, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization); or (iii) withholding in shares of Common Stock to be issued

hereunder. To avoid negative accounting treatment, the Company will withhold or account for tax-related matters by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the obligation for tax-related matters is satisfied by withholding in shares of Common Stock, for tax purposes, the Participant will be deemed to have been issued the full number of shares of Common Stock subject to the vested portion of this Performance Share Award, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying the tax-related matters due as a result of any aspect of the Participant's participation in the Program. Finally, the Participant shall pay to the Company any amount of tax-related matters that the Company may be required to withhold or account for as a result of Participant's participation in the Program that cannot be satisfied by the means described in this Section 11. The Company may refuse to issue or deliver shares of Common Stock or the proceeds of the sale of shares of Common Stock to the Participant if the Participant fails to comply with Participant's obligation in connection with any tax-related matters.

12. Compliance with Section 409A. This Agreement is intended to comply with the requirements of Section 409A. Accordingly, all provisions herein shall be construed and interpreted to comply with Section 409A. This Agreement may be amended at any time, without the consent of any party, to avoid the application of Section 409A in a particular circumstance or that is necessary or desirable to satisfy any of the requirements under Section 409A, but the Company shall not be under any obligation to make any such amendment. Nothing in the Agreement shall provide a basis for any person to take action against the Company or any of its subsidiaries or affiliates based on matters covered by Section 409A, including the tax treatment of any amount paid or Performance Share Award granted under this Agreement, and neither the Company nor any of its subsidiaries or affiliates shall under any circumstances have any liability to any participant or his or her estate or any other party for any taxes, penalties or interest due on amounts paid or payable under the this Agreement, including taxes, penalties or interest imposed under Section 409A. Notwithstanding any provision to the contrary in this Agreement, if shares of Common Stock or other amounts become issuable or distributable under this Agreement by reason of the Participant's Separation from Service and the Participant is a "specified employee," within the meaning of Section 409A, at the time of such Separation from Service, the shares of Common Stock shall not be issued or distributed to the Participant prior to the earlier of (i) the first day of the seventh (7th) month following the date of the Participant's Separation from Service or (ii) the date of the Participant's death, if such delayed commencement is otherwise required in order to avoid a prohibited distribution under Section 409A(a)(2). Upon the expiration of the applicable Section 409A(a)(2) deferral period, all shares of Common Stock underlying the Performance Share Award issued pursuant to this Agreement or other amounts deferred pursuant to this Section 12 shall be issued or distributed in a lump sum to the Participant. For purposes of this Agreement, "Separation from Service" means the Participant's

separation from service as determined in accordance with Section 409A and the applicable standards of the Treasury Regulations issued thereunder.

13. Recapitalization. In the event there is any change in the Company's Common Stock through the declaration of stock dividends or through recapitalization resulting in stock split-ups or through merger, consolidation, exchange of shares of Common Stock, or otherwise, the number and class of shares of Common Stock subject to this Performance Share Award shall be equitably adjusted by the Company, in the manner determined in its sole discretion, to prevent dilution or enlargement of rights.

14. Investment Intent. The Participant acknowledges that the acquisition of shares of Common Stock to be issued hereunder is for investment purposes without a view to distribution thereof.

15. Limits on Transferability; Restrictions on Shares; Legend on Certificate. Until the eligibility conditions of this Performance Share Award have been satisfied and shares of Common Stock have been issued in accordance with the terms of this Agreement or by action of the Company's Board of Directors, this Performance Share Award is not transferable and shall not be sold, transferred, assigned, pledged, gifted, hypothecated or otherwise disposed of or encumbered by the Participant. Transfers of shares of Common Stock by the Participant are subject to the Company's Insider Trading Policy and applicable securities laws. Shares of Common Stock issued to the Participant in certificate form or to the Participant's book entry account upon satisfaction of the vesting and other conditions of this Performance Share Award may be restricted from transfer or sale by the Company and evidenced by stop-transfer instructions upon the Participant's book entry account or restricted legend(s) affixed to certificates in the form as the Company or its counsel may require with respect to any applicable restrictions on sale or transfer.

16. Award Subject to the Plan and the Program. The Performance Share Award made pursuant to this Agreement is made subject to the Program. The terms and provisions of the Program, as such may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained in this Agreement and a term or provision of the Program, the applicable terms and conditions of the Program will govern and prevail. However, no amendment of the Program after the date hereof may adversely alter or impair the issuance of the Common Stock underlying the Performance Share Award to be made pursuant to this Agreement.

17. No Rights to Continued Employment. This Agreement shall not confer upon the Participant any right to continuation of employment with the Company, its subsidiaries or affiliates, nor shall this Agreement interfere in any way with the Company's right to terminate the Participant's employment at any time with or without cause.

18. Legal Notices. Any legal notice necessary under this Agreement shall be addressed to the Company in care of its general counsel at the principal executive offices of the Company and to the Participant at the address appearing in the personnel records of the Company for such Participant or to either party at such other address as either party may designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

19. Governing Law. The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of New York (without regard to the conflict of laws principles thereof) and applicable federal laws. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, the parties hereby submit and consent to the exclusive jurisdiction of the State of New York and agree that such litigation shall be conducted only in the State of New York, or the federal courts for the United States for the Northern District of New York, and no other courts, where this Performance Share Award is made and/or to be performed.

20. Headings. The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

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This Agreement is being signed as of the Grant Date..

AngioDynamics, Inc.

Participant

By: /s/ Howard W. Donnelly

By: /s/ James C. Clemmer

Name: Howard W. Donnelly

Name: James C. Clemmer

Title: Chairman of the Board

APPENDIX A

I. Company Performance Levels

The Performance Share Award will pay out in shares of Common Stock in a range of 0% to 200% of the target number of Performance Shares as follows:

TSR Performance Percentile Rank	Performance Share as a Percent of Target
75th Percentile or above	200%
50th Percentile	100%
25th Percentile	50%
Below 25th Percentile	0%

II. The Peer Group (as defined in the Program) with respect to this Agreement is set forth below.

Abaxis Inc.	Lakeland Industries Inc.
Abiomed Inc.	Lemaitre Vascular, Inc.
Accuray Inc.	Masimo Corporation
AlphaTec Holdings Inc.	Merit Medical Systems, Inc.
Articure, Inc.	Mine Safety Appliances Company
Atrion Corporation	Natus Medical Incorporated
C.R. Bard, Inc.	NuVasive, Inc.
Becton, Dickinson & Company	NxStage Medical, Inc.
Boston Scientific Corporation	Resmed Inc.
Cantel Medical Corp.	RTI Surgical, Inc.
Conmed Corporation	Span-America Medical Systems, Inc.
CryoLife, Inc.	Spectranetics Corporation
Cutera, Inc.	St. Jude Medical, Inc.
Cynosure, Inc.	Steris Corporation
Dexcom, Inc.	Stryker Corporation
Digirad Corp	Teleflex Incorporated
Edwards Lifesciences Corporation	Varian Medical Systems, Inc.
Endologix, Inc.	Vascular Solutions, Inc.
Exactech, Inc.	
Haemonetics Corporation	
ICU Medical, Inc.	
Insulet Corporation	
Integra Lifesciences Holdings Corporation	
Intricon Corporation	
Intuitive Surgical, Inc.	
Invacare Corporation	



**Total Shareholder Return Performance Share Award Program (the “Program”)
Performance Period Ending July, 2019**

I. Purpose of the Program

The purpose of the Program is to align AngioDynamics’ executive compensation program with the interests of shareholders and to reinforce the concept of pay for performance by comparing the relative Total Shareholder Return (“TSR”) of shares of AngioDynamics’ Common Stock (the “Common Stock”) to the TSR of a pre-defined peer group (the “Peer Group”) of companies over a three-year period as provided for herein in July 2019.

The Program entails the grant of Performance Share Awards.

II. Eligible Participants

The Program covers members of the Executive Management Team (“EMT”) on the date that awards are granted under the Program as determined and in the amounts established by the Board of Directors (the “Board”).

The Board may review Program eligibility criteria for Participants in the Program from time to time and may revise such criteria at any time, even within a Program year, with or without notice and within its sole discretion.

III. Performance Share Units

Pursuant to this Program, the Board may, in its sole discretion, grant Performance Share Awards to members of the EMT after **April [], 2016** (the date such grants are made being the “Grant Date”). Each Performance Share Award shall specify a target number of shares of Common Stock underlying the Performance Share Award (the “Target Amount”). Shares of Common Stock underlying the Performance Share Award granted under the Program (the “Performance Share Awards”) shall be issued only upon satisfaction of both the performance vesting criteria described in this Section III and the payment eligibility criteria described in Section VII. The applicable performance criteria are based on the TSR of AngioDynamics’ Common Stock relative to the TSR of the common stock of the companies in the Peer Group.

The TSR for AngioDynamics and all other companies in the Peer Group will be measured over approximately a three-year period beginning on the Grant Date and ending on the day that is the second trading day following AngioDynamics’ annual earnings announcement for its fiscal year ended May 31, 2019 (the “Performance Period”).

The number of shares of Common Stock that vest under the Performance Share Award will be in a range of 0% to 200% of the Target Amount of shares of Common Stock pursuant to the Performance Share Award granted to the Participant based upon AngioDynamics' TSR percentile ranking relative to the Peer Group as follows:

TSR Performance Percentile Rank	Performance Shares as a Percent of Target
75th Percentile or above	200%
50th Percentile	100%
25th Percentile	50%
Below 25th Percentile	0%

If the minimum level of performance set forth above is achieved for the Performance Period, the number of shares of Common Stock vesting under the Performance Share Award will be calculated linearly between each set of data points.

Following the end of the Performance Period, the Board shall determine the number of shares of Common Stock, based upon the total number of shares of Common Stock underlying the Target amount of the Performance Share Award, that shall become vested pursuant to AngioDynamics' relative TRS percentile rank during the Performance Period pursuant to the table set forth above.

The Board shall issue a number of shares of Common Stock underlying the Performance Share Award to the Participant in accordance with this Program and the applicable grant agreement equal to the number of shares of Common Stock, if any, that vested in the Performance Period.

The Board's determination regarding the Company's performance to the performance criteria with respect to the Performance Period shall be final and binding.

Shares of Common Stock will be delivered or otherwise made available to the Participant as soon as practicable (and in all events within sixty (60) days) after the end of the Performance Period. Any shares of Common Stock underlying a Performance Share Award as to which the performance criteria of this Section III have not been satisfied as of the end of the Performance Period will be forfeited in their entirety.

IV. Calculation of Total Shareholder Return and Definitions

The TSR for AngioDynamics and each other company in the Peer Group shall include any cash dividends paid during the Performance Period and shall be determined as follows:

Total Shareholder Return for each Performance Cycle =
(Change in Stock Price + Dividends Paid) / Beginning Stock Price

“**Beginning Stock Price**” with respect to AngioDynamics means the closing price as quoted on the NASDAQ Global Select Market of one share of the Company’s Common Stock on the beginning of the Performance Period, which shall be the Grant Date or such other date determined by the Board in a Performance Share Award Agreement issued pursuant to this Program. “Beginning Stock Price” with respect to each other company in the Peer Group means the daily average closing price as quoted on the New York Stock Exchange or the NASDAQ Global Select Market, as applicable, of one (1) share of common stock for the two calendar months **prior** to the beginning of the Performance Period.

“**Change in Stock Price**” means the difference between the Beginning Stock Price and the Ending Stock Price.

“**Dividends Paid**” means the total of all cash dividends paid on one (1) share of stock during the Performance Period.

“**Ending Stock Price**” with respect to AngioDynamics means the closing price as quoted on the NASDAQ Global Select Market of one share of the Company’s Common Stock on the ending date of the Performance Period. “Ending Stock Price” with respect to each other company in the Peer Group means the daily average closing price as quoted on the New York Stock Exchange or the NASDAQ Global Select Market, as applicable, of one (1) share of common stock for the last two calendar months of the Performance Period.

Example: If the Beginning Stock Price for a company was \$25.00 per share, and the company paid \$2.50 in dividends over the Performance Period, and the Ending Stock Price was \$30.00 per share (thereby making the Change in Stock Price \$5.00 (\$30.00 minus \$25.00)), then the TSR for that company would be thirty percent (30%). The calculation is as follows: **0.30** = (\$5.00 + \$2.50) / \$25.00

V. Calculation of Percentile Performance

Following the calculation of the TSR for the Performance Period for AngioDynamics and each other company in the Peer Group, AngioDynamics and the other companies in the Peer Group will be ranked, in order of maximum to minimum, according to their respective TSR for the Performance Period.

After this ranking, the percentile performance of AngioDynamics as compared to the other companies in the Peer Group shall be determined by the following formula:

$$P = 1 - \frac{R - 1}{N - 1}$$

“P” represents the percentile performance which will be rounded, if necessary, to the nearest whole percentile by application of standard scientific rounding conventions.

“N” represents the number of companies in the Peer Group, including AngioDynamics.

“R” represents AngioDynamics’ ranking versus the other companies in the Peer Group.

Example: If AngioDynamics ranked 10th out of 56 companies, the performance (“P”) therefore will be in the 84th percentile.

This calculation is as follows: $0.837 = 1 - (10 - 1) / (56 - 1)$

VI. Peer Group

The companies in the Peer Group can be found in [Appendix A](#) attached hereto.

If, during the Performance Period, two companies in the Peer Group merge, the surviving company shall remain in the Peer Group.

If, during the Performance Period, a company in the Peer Group merges with, or is acquired by, a company that is not in the Peer Group, and the company in the Peer Group is the surviving company, then the surviving company shall not be included in the Peer Group.

If, during the Performance Period, a company in the Peer Group merges with, or is acquired by, a company that is not in the Peer Group, and the company in the Peer Group is not the surviving company or the surviving company is no longer publicly traded, then the surviving company shall not be included in the Peer Group.

If, during the Performance Period, a company in the Peer Group sells all or substantially all of its assets, such company shall not be included in the Peer Group.

If, during the Performance Period, a company in the Peer Group splits-off or spins-off or consummates any other extraordinary reorganization transaction, and such spin-off, split-off or reorganization comprises more than 20% of the assets of the company prior to such spin-off, split-off or reorganization, such company shall not be included in the Peer Group.

If, during the Performance Period, a company in the Peer Group files for bankruptcy or otherwise ceases to be traded or quoted on any national exchange, such Company shall remain in the Peer Group. If no public stock price information is available for such company after it files for bankruptcy or otherwise ceases to be traded or quoted on a national securities exchange, the TSR for such company shall equal a total loss of equity (or -100%) during the Performance Period for which no stock price information is available.

The triggering event for determining whether a company shall be excluded from the Peer Group pursuant to this Section VI shall be the first official announcement of an SEC reportable event.

VII. Payment Eligibility Criteria

Except as set forth below with respect to a Change in Control or termination of employment due to Retirement, death, or Disability, (i) no shares of Common Stock underlying the Performance Share Award shall issue prior to the end of the Performance Period and (ii) a participant must be employed by the Company (as defined below) through the end of the Performance Period to be eligible to receive shares of Common Stock that have vested under the Performance Share Award pursuant to Section III of this Program.

Death. If the Participant's employment with AngioDynamics or its subsidiaries or affiliates is terminated due to death on or after the Grant Date, but prior to the end of the Performance Period, the Performance Share Award shall remain eligible to vest following the end date of the Performance Period according to the vesting provisions set forth in Section III of this Program and the Participant shall receive a pro-rated portion of the Common Stock underlying the Performance Share Award that would otherwise vest based upon the provisions set forth in Section III of this Program on the end date of the Performance Period, with the pro-rata portion based on the Participant's whole months of service with the Company during the Performance Period prior to the date of such termination; provided that a partial month of employment will be considered a whole "month of service" for purposes of this Program only if the Participant was employed by AngioDynamics for at least fifteen (15) days during such month. Any portion of the Performance Share Award that remains unvested on the end date of the Performance Period (after giving effect to such pro-ration) shall be considered to have terminated on such date. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit granted to the Participant under this Program is to be paid in case of his or her death before he or she receives any or all such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by AngioDynamics, and will be effective only when filed by the Participant in writing with the Secretary of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

Retirement or Disability. If the Participant's employment with AngioDynamics or its subsidiaries or affiliates is terminated due to the Participant's retirement in accordance with the Company's retirement policy ("Retirement") or Disability on or after the Grant Date, but prior to the end of the Performance Period, the Performance Share Award shall remain eligible to vest pursuant to Section III of this Program on the end date of the Performance Period and the Participant shall receive a pro-rated portion of the Common Stock underlying the Performance Share Award that would otherwise vest pursuant to Section III of this Program based on performance during the Performance Period, with the pro-rata portion based on the Participant's whole months of service with AngioDynamics during the Performance Period prior to the date of such termination; provided that a partial month of employment will be considered a whole "month of service" for purposes of this Agreement only if the Participant was employed by AngioDynamics for at least fifteen (15) days during such month. Any portion of the Performance Share Award that remains unvested on the end date of the Performance Period (after giving effect to such pro-ration) shall be considered to have terminated on such date. "Disability" shall be deemed the reason for the termination by the Company of the Participant's employment, if, as a result of the Participant's incapacity due to physical or mental illness, the Participant shall have been absent from the full-time performance of the Participant's duties with the Company for a period of six consecutive months or for six non-consecutive months within any period of 12 consecutive months.

Other Termination of Employment - Eligibility Conditions. If the Participant's employment with AngioDynamics or any and of its subsidiaries or affiliates is terminated or the Participant separates from AngioDynamics or its affiliates or subsidiaries for any reason other than death, Retirement or Disability, the Performance Share Award shall terminate and no shares of Common Stock shall be issued.

Change in Control of the Company. Notwithstanding anything to the contrary in this Agreement, in the event of a Change in Control (as defined in this Program) of AngioDynamics on or after the Grant Date, but prior to the end of the Performance Period and prior to the Participant's termination of employment for any reason, the Participant shall immediately vest in 100% of the Target Amount of shares of Common Stock subject to the Performance Share Award. Notwithstanding anything to the contrary in this Agreement, in the event the Participant's employment with AngioDynamics or any of its subsidiaries or affiliates terminates due to one of the reasons expressly covered above (except as described in "Other Termination of Employment" set forth above) and a Change in Control of AngioDynamics occurs subsequent to such a termination of employment (but during the Performance Period), the pro-rata vesting provided for in such sections shall be based on the Target Amount of shares of Common Stock subject to the Performance Share Award. Any shares of Common Stock subject to the

Performance Share Award that become vested pursuant to this section of the Program shall be issued to the Participant upon or as soon as practicable (and in all events within thirty (30) days) after the effective date of the Change in Control of AngioDynamics (or, if so provided by the Board, immediately prior to the Change in Control). In the event a Change in Control of AngioDynamics occurs following the last day of the Performance Period, prior to the Participant's termination of employment for any reason, and prior to the date all vested shares of Common Stock underlying the Performance Share Award are issued pursuant to this Program, any shares of Common Stock subject to the Performance Share Award that became vested pursuant to this paragraph of the Program shall be issued to the Participant upon or as soon as practicable (and in all events within thirty (30) days) after the effective date of the Change in Control of AngioDynamics (or, if so provided by the Board, immediately prior to the Change in Control).

For the purposes of this Program, Change in Control shall mean that any of the following events has occurred:

- (i) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of paragraph (iii) below; or
- (ii) the following individuals cease for any reason to constitute a majority of the number of directors serving on the Board: individuals who, at the beginning of any period of two consecutive years or less (not including any period prior to the date of this Agreement), constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of such period or whose appointment, election or nomination for election was previously so approved or recommended; or
- (iii) there is consummated a merger or consolidation of the Company or any Subsidiary with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the Company (or similar

transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities; or

(iv) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

VIII. Termination, Suspension or Modification and Interpretation of the Program

The Board has sole authority over administration and interpretation of the Program and retains the right to exercise discretion as it sees fit, except that, the Board shall have no discretion to increase the number of shares of Common Stock in which a Participant may vest above the amount described in Section III. The Board may terminate, suspend or modify and if suspended, may reinstate with or without modification all or part of the Program at any time, with or without notice to the Participant. The Board reserves the exclusive right to determine eligibility to participate in this Program and to interpret all applicable terms and conditions, including eligibility criteria.

IX. Other

This document sets forth the terms of the Program and is not intended to be a contract or employment agreement between the Participant and AngioDynamics, its subsidiaries or affiliates. As applicable, it is understood that both the Participant and AngioDynamics have the right to terminate the Participant's employment with the company at any time, with or without cause and with or without notice, in acknowledgement of the fact that their employment relationship is "at will."

To the extent section 409A of the Code ("Section 409A") applies to any Performance Share Award under this Program, the Performance Share Award shall be interpreted in a manner consistent with Section 409A. Where Section 409A applies, in the case of any payment made on termination of employment, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision, references to a "termination," "termination of employment," or like terms shall mean "separation from service." Where Section 409A applies, in the case of a payment made upon a Change in Control, a Change in Control shall not be deemed to have occurred unless there is a change in the ownership or effective control of AngioDynamics, or in the ownership of a substantial portion of the assets of AngioDynamics, as defined in Section 409A. Where required by Section 409A in the case of a specified employee

(as determined under Section 409A), payments on termination shall be made on the first business day of the seventh month following termination.

APPENDIX A

Abaxis Inc.
Abiomed Inc.
Accuray Inc.
AlphaTec Holdings Inc.
Articure, Inc.
Atrion Corporation
C.R. Bard, Inc.
Becton, Dickinson & Company
Boston Scientific Corporation
Cantel Medical Corp.
Conmed Corporation
CryoLife, Inc.
Cutera, Inc.
Cynosure, Inc.
Dexcom, Inc.
Digirad Corp
Edwards Lifesciences Corporation
Endologix, Inc.
Exactech, Inc.
Haemonetics Corporation
ICU Medical, Inc.
Insulet Corporation
Integra Lifesciences Holdings Corporation
Intricon Corporation
Intuitive Surgical, Inc.
Invacare Corporation

Lakeland Industries Inc.
Lemaitre Vascular, Inc.
Masimo Corporation
Merit Medical Systems, Inc.
Mine Safety Appliances Company
Natus Medical Incorporated
NuVasive, Inc.
NxStage Medical, Inc.
Resmed Inc.
RTI Surgical, Inc.
Span-America Medical Systems, Inc.
Spectranetics Corporation
St. Jude Medical, Inc.
Steris Corporation
Stryker Corporation
Teleflex Incorporated
Varian Medical Systems, Inc.
Vascular Solutions, Inc.



NON-STATUTORY STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of **April 4, 2016** between AngioDynamics, Inc., ("Company") and **James C. Clemmer** ("Optionee"). For the avoidance of doubt, this Agreement is not made pursuant to the Company's 2004 Stock and Incentive Award Plan ("Plan"), none the less, terms used herein but not defined herein shall have the same meaning ascribed to them in the Plan.

1. The Company hereby grants to Optionee a Non-Statutory Stock Option to purchase **200,000** shares (the "Shares") of Common Stock pursuant to this Agreement.
2. The option price per Share shall be \$ _____.
3. The Option shall expire on **April 4, 2023** unless earlier terminated.
4. In the event Optionee becomes employed by, associated in any way with, or the beneficial owner of more than 1% of the equity of any business which competes, directly or indirectly, with the Company's business in any geographical area where the Company then does business, the Option shall immediately expire and Optionee shall have no rights hereunder.
5. Except as provided hereinafter, the Option shall become exercisable as to the Shares covered hereby, at a cumulative rate of **25%** on each of the first **four** anniversaries of **April 4, 2016**, provided that the Optionee has remained in the continuous employ of the Company from the date of this Agreement. Upon approval by the Compensation Committee of the Board of Directors of the Company, for purposes of this Agreement, service as a consultant or director of the Company shall be deemed to be employment by the Company.

Notwithstanding the foregoing, the Option shall be exercisable as to all Shares covered hereby upon a Change of Control" (if the Option has not expired under Section 3 or 4).

The Option may be exercised prior to the expiration date (or earlier termination or cancellation date under Section 3 or 4) at any time, and may be exercised in whole or in part as to the Shares then available for purchase. This Option may be exercised only to acquire whole shares. No fractional shares shall be issued, and an exercise that would otherwise result in the issuance of fractional shares shall be disregarded to the extent of the fraction.

6. The Option shall not be transferable otherwise than by will or by the laws of descent and distribution and during the lifetime of Optionee shall be exercisable only by Optionee.
 7. In the event Optionee ceases to be employed by the Company for any reason other than death or disability, the Option may be exercised (if it has not expired under Sections 3 or 4 and is exercisable under Section 5), to the extent the Optionee is entitled to do so on the date of termination, only during the period ending three months from the date of such cessation.

Notwithstanding the foregoing, in the event the Optionee's employment is terminated by the Company for cause, the Option shall terminate at the time of such termination.
 8. In the event Optionee ceases to be employed by the Company by reason of death or disability, the Option may be fully exercised as to all Shares covered hereby (if it has not expired under Sections 3 or 4 but regardless of whether it is exercisable under Section 5) only during the period ending one year from the date of such cessation.
 9. Nothing herein shall confer upon any employee of the Company any right to continue in the employment of the Company.
 10. [intentionally omitted]
 11. This Agreement shall bind and inure to the benefit of the Company, Optionee and their respective successors, permitted assigns and personal representatives.
 12. This Agreement will be governed by and construed under the laws of Delaware.
 13. Any disputes, claims or interpretive issues arising hereunder shall be resolved by the Committee in its sole and absolute discretion, and the Committee's determinations shall be final and incontestable.
-

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective from the date first above written.

ANGIODYNAMICS, INC.

By: /s/ Stephen A. Trowbridge
Stephen A. Trowbridge
Senior Vice President and General Counsel

By: /s/ James C. Clemmer
James C. Clemmer

RESTRICTED STOCK UNIT AWARD AGREEMENT

ANGIODYNAMICS, INC.

RESTRICTED STOCK UNIT AWARD AGREEMENT executed in duplicate as of **April 4, 2016** (the "Grant Date"), between AngioDynamics, Inc., a Delaware corporation (the "Company"), and **James C. Clemmer**, an employee of the Company or one of its Subsidiaries (the "Employee").

The Compensation Committee of the Company's Board of Directors (the "Committee") has authorized the execution of this Agreement and issuance of shares pursuant thereto. For the avoidance of doubt, this Agreement is not pursuant to the AngioDynamics, Inc. 2004 Stock and Incentive Award Plan (the "Plan"), however, capitalized terms used in this Agreement and not otherwise defined herein shall have the same meanings as are set forth in the Plan. All references to Sections in this Agreement refer to Sections of this Agreement unless otherwise indicated.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as follows:

1. **GRANT OF RESTRICTED STOCK UNIT AWARD.** The Company hereby grants to the Employee an award of **50,000** restricted stock units on the terms and subject to the conditions set forth in this Agreement (each a "Restricted Stock Unit" and, collectively, the "Award"). The Award entitles the Employee to receive, without payment to the Company and at the applicable time provided by Section 4 (if any), a number of shares of Common Stock equal to the number of the Restricted Stock Units (if any) that become non-forfeitable pursuant to Section 2, subject, however, to Section 3 and the other provisions of this Agreement. Any provision of this Agreement to the contrary notwithstanding, in no event may the Employee receive pursuant to this Agreement a number of shares of Common Stock that exceeds the number of Restricted Stock Units stated above in this Section 1, unless the excess is attributable solely to an adjustment pursuant to Section 5 of this Agreement.
2. **VESTING OF RESTRICTED STOCK UNITS.**
 - (a) Vesting Dates. Subject to Sections 2(b), (c), and (d) and Section 3, if the Employee continues to be employed by the Company or a Subsidiary, then the Restricted Stock Units granted pursuant to this Agreement shall become non-forfeitable as follows:
 - (i) If the Employee continues to be employed by the Company or a Subsidiary through, April 4, 2017, then 25 percent of the Restricted Stock Units granted pursuant to this Agreement shall become non-forfeitable.
 - (ii) If the Employee continues to be employed by the Company or a Subsidiary through the second anniversary of April 4, 2016, then an additional 25

percent of the Restricted Stock Units granted pursuant to this Agreement shall become non-forfeitable.

- (iii) If the Employee continues to be employed by the Company or a Subsidiary through the third anniversary of April 4, 2016, then an additional 25 percent of the Restricted Stock Units granted pursuant to this Agreement shall become non-forfeitable.
 - (iv) If the Employee continues to be employed by the Company or a Subsidiary through the fourth anniversary of April 4, 2016, (the "Full Vesting Date"), then the remaining 25 percent of the Restricted Stock Units granted pursuant to this Agreement shall become non-forfeitable.
- (b) Partial Acceleration of Vesting in Event of Death or Disability. Notwithstanding Section 2(a) but subject to Section 3, if the Employee ceases to be employed by the Company or a Subsidiary before the Full Vesting Date as a result of the Employee's death or Disability, then, to the extent not already non-forfeitable, on the date of such cessation of employment a number of the Restricted Stock Units (rounded to the nearest whole Restricted Stock Unit) will become non-forfeitable equal to the number of Restricted Stock Units set forth in Section 1 multiplied by a fraction which shall in no event exceed the number one, the numerator of which fraction shall be the number of full and partial months (rounded to the nearest half-month) that have elapsed from the Grant Date until the date of termination of employment as a result of death or Disability and the denominator of which fraction shall be the number of full and partial months (rounded to the nearest half-month) in the period from the Grant Date to the Full Vesting Date. For purposes of this Agreement, "Disability" shall mean (i) the Employee's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or (ii) the Employee's receipt, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, of income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Company.
- (c) Acceleration of Vesting in Event Employment Terminates under Certain Circumstances after a Change in Control. Notwithstanding Section 2(a) but subject to Section 3, if the Employee continues to be employed by the Company or a Subsidiary from the Grant Date to the date on which a Change in Control occurs, and on or after the date on which such Change in Control occurs and before the Full Vesting Date the Employee ceases to be employed by the Company or a Subsidiary because his employment is terminated by the Company or a Subsidiary without Cause or because he terminates his employment for Good Reason, all of the Restricted Stock Units shall immediately become non-forfeitable. Solely for purposes of this Section 2(c), "Cause" means (i) the willful and continued failure by the Employee to substantially perform the same duties that he performed before the

Change in Control, with the same title, authority, reporting relationships, office, compensation, benefits and indemnification as before the Change in Control (other than any such failure resulting from the Employee's incapacity due to physical or mental illness), after he receives written notice of such failure from the Company or a Subsidiary and at least a 7 day period after his receipt of such written notice to discontinue the failure (which period is stated in the notice), (ii) any conduct by the Employee as an employee of the Company or a Subsidiary that constitutes a serious violation of state or federal laws, or Company policies or standards of conduct as in force and applied before the Change in Control, (iii) dishonesty by the Employee resulting or intended to result in gain or personal enrichment at the expense of the Company or a Subsidiary, or (iv) willful misconduct by the Employee in connection with the performance of his duties that demonstrably and materially injures the business of the Company or that the Employee knows (or should know) is likely to demonstrably and materially injure the business of the Company. For purposes of this Section 2(c), "Good Reason" for termination of the Employee's employment by the Employee means that (A) the Employee's title, authority, duties, reporting relationships, office, compensation, benefits or indemnification as they existed before the Change in Control are changed to the material detriment of the Employee without the Employee's express written consent, or (B) the Company or a Subsidiary fails to pay the Employee any amount or provide the Employee with any benefit that it is obligated to pay or provide, when it is obligated to pay or provide it, and in either case (A) or (B) the situation is not remedied within 7 days after the Company or a Subsidiary receives written notice from the Employee of the situation.

- (d) Additional Vesting Provisions. (i) Any provision above of this Section 2 to the contrary notwithstanding, a Restricted Stock Unit shall not become non-forfeitable pursuant to this Section 2 if, prior to the date (if any) on which such Restricted Stock Unit would become non-forfeitable pursuant to this Section 2, such Restricted Stock Unit was forfeited pursuant to Section 3(b). (ii) Engagement by the Company as a consultant shall not constitute "employment" for purposes of this Section 2. (iii) Entering into and/or receiving payments pursuant to a severance or termination arrangement shall not constitute "employment" for the purposes of this Section 2.

3. FORFEITURE OF RESTRICTED STOCK UNITS.

- (a) Any Restricted Stock Units that have not become non-forfeitable pursuant to Section 2 above on or before the date on which the Employee ceases to be employed by the Company or a Subsidiary shall be forfeited as of that date, and all of the Employee's rights and interest in and to such forfeited Restricted Stock Units shall thereupon terminate without payment of any consideration by the Company. A transfer of the Employee from the employ of the Company to the employ of a Subsidiary, or from the employ of a Subsidiary to the employ of the Company or another Subsidiary, will not be deemed a cessation of employment for purposes of this Agreement, including this Section 3 and Section 2 above. An approved leave of absence will also not be deemed a cessation of employment for purposes of this Agreement for the duration of such approved leave, unless the Committee provides

otherwise at or before its meeting that coincides with or next follows the commencement of such leave.

- (b) If, at any time before shares are delivered to the Employee pursuant to this Agreement, or within six months thereafter, the Employee:
- (i) directly or indirectly, whether as an owner, partner, shareholder, consultant, agent, employee, investor or in any other capacity, accepts employment with, renders services to or otherwise assists any other business which competes with the business conducted by the Company or any of its Subsidiaries at any time during the two years preceding the conduct in question; (ii) directly or indirectly, hires or solicits or arranges for or participates in the hiring or solicitation of any employee of the Company or any of its Subsidiaries, or encourages any such employee to leave such employment; (iii) uses, discloses, misappropriates or transfers confidential or proprietary information concerning the Company or any of its Subsidiaries (except as required by the Employee's work responsibilities with the Company or any of its Subsidiaries); (iv) commits a crime against the Company or any of its Subsidiaries; (v) engages in an act of moral turpitude that in the opinion of the Committee brings (or may bring) disrepute upon the Company if any payment or further payment of shares is made pursuant to this Agreement; (vi) engages in any activity in violation of the policies of the Company or any of its Subsidiaries, including without limitation the Company's Code of Business Conduct and Ethics, or (vii) engages in conduct adverse to the best interests of the Company or any of its Subsidiaries; then, unless the Committee, in its sole discretion, decides otherwise, and any provision of this Agreement to the contrary notwithstanding, (A) the Award (including but not limited to any Restricted Stock Units that became non-forfeitable before the Employee engaged in the conduct in question) shall be cancelled, and (B) the Employee shall forfeit and hereby agrees to return to the Company on demand any and all shares of Common Stock that had been delivered to the Employee pursuant to this Agreement; provided that, in the event of a Change in Control, the Award may not be cancelled and shares may not be forfeited for conduct described in clause (vi) or (vii) of this sentence unless the Committee as constituted before a Change in Control determines that the Award should be cancelled and the shares should be forfeited. The provisions of this Section 3(b) are in addition to any other agreements related to non-competition, non-solicitation and preservation of Company confidential and proprietary information entered into between the Employee and the Company, and nothing herein is intended to waive, modify, alter or amend the terms of any such other agreement.
- (c) By executing this Agreement, the Employee irrevocably consents to any forfeiture of Restricted Stock Units required or authorized by this Agreement.

4. DELIVERY OF SHARES.

- (a) If and when a Restricted Stock Unit becomes non-forfeitable pursuant to Section 2, a share of Common Stock shall be delivered to the Employee as provided in Section 4(b) in payment of such Restricted Stock Unit. Such share shall be delivered to the

Employee no later than 30 days following the date that such share becomes non-forfeitable.

- (b) The shares of Common Stock delivered pursuant to this Agreement will be duly authorized, validly issued, fully paid and non-assessable. The shares to be delivered shall be credited to a book entry account in the name of the Employee. At the election of the Employee, stock certificates representing such shares will be delivered to the Employee as soon as practicable after the Company's receipt of the Employee's election.

5. CAPITAL ADJUSTMENTS.

- (a) In the case of a stock dividend or a stock split with respect to the Common Stock, the number of shares subject to the Award shall be increased by the number of shares the Employee would have received had he owned outright the shares subject to the Award on the record date for payment of the stock dividend or the stock split.
- (b) Subject to Section 2(d), in the case of any reorganization or recapitalization of the Company (by reclassification of its outstanding Common Stock or otherwise), or its consolidation or merger with or into another corporation, or the sale, conveyance, lease or other transfer by the Company of all or substantially all of its property, pursuant to any of which events the then outstanding shares of Common Stock are combined, or are changed into or become exchangeable for other shares of stock, the Award shall entitle the Employee to earn and receive, on the terms and subject to the conditions set forth in this Agreement, the shares of stock which the Employee would have received upon such reorganization, recapitalization, consolidation, merger, sale or other transfer, if immediately prior thereto he had owned the shares in respect of this Award and had exchanged such shares in accordance with the terms of such reorganization, recapitalization, consolidation, merger, sale or other transfer.
- (c) Except as expressly provided otherwise above in this Section 5, the issue by the Company of shares of stock of any class, or securities convertible into or exchangeable for shares of stock of any class, for cash or property, or for labor or services, either upon direct sale or upon the exercise of options, rights or warrants to subscribe therefor or to purchase the same, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number or class of shares of stock subject to the Award.

6. TAXES AND WITHHOLDING. The Committee may cause to be made, as a condition precedent to any delivery or transfer of stock hereunder, appropriate arrangements to satisfy any Federal, state, local or foreign taxes that the Company determines it is required to withhold with respect to such delivery or transfer of stock, and the Committee may require the Employee to pay to the Company prior to delivery of such stock, the amount of any such taxes.

7. **AWARD IS NON-TRANSFERABLE.** In no event (a) may the Employee sell, exchange, transfer, assign, pledge, hypothecate, mortgage or dispose of the Award or any interest therein, nor (b) shall the Award or any interest therein be subject to anticipation, attachment, garnishment, levy, encumbrance or charge of any nature, voluntary or involuntary, by operation of law or otherwise. Any attempt, whether voluntary or involuntary, to sell, exchange, transfer, assign, pledge, hypothecate, mortgage, dispose, anticipate, attach, garnish, levy upon, encumber or charge the Award or any interest therein shall be null and void and the other party to the transaction shall not obtain any rights to or interest in the Award. The foregoing provisions of this Section 7 shall not prevent the Award or any Restricted Stock Unit from being forfeited pursuant to the terms and conditions of this Agreement, and shall not prevent the Employee from designating a Beneficiary to receive the Award in the event of his or her death. Any such Beneficiary shall receive the Award subject to all of the terms, conditions and restrictions set forth in this Agreement, including but not limited to the forfeiture provisions set forth in Section 3.
8. **COMPLIANCE WITH LAW.** If at any time the Committee shall determine, in its discretion, that the listing, registration or qualification of any shares subject to this Award upon any securities exchange or under any state or Federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, the granting of this Award or the issue of shares hereunder, no rights under the Award may be exercised and shares of Common Stock may not be delivered pursuant to the Award, in whole or in part, unless such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee and any delay caused thereby shall in no way affect the dates of vesting or forfeiture of the Award. The Employee acknowledges and understands that sales or other dispositions of any shares received under this Award may be subject to restrictions under the Federal securities laws, including Section 16(b) of and Rule 10b-5 under the Securities Exchange Act of 1934 and Rule 144 under the Securities Act of 1933, as well as the Company's policy on insider trading.
9. **RELATION TO OTHER BENEFITS.** The benefits received by the Employee under this Agreement will not be taken into account in determining any other benefits to which the Employee may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company, including the amount of any life insurance coverage available to any beneficiary of the Employee under any life insurance plan covering employees of the Company.
10. **AMENDMENTS; INTEGRATED AGREEMENT.** This Agreement may only be amended in a writing signed by the Employee and an officer of the Company duly authorized to do so. This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings with respect to such subject matter, and the parties have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.
11. **NO IMPLIED PROMISES.** By accepting the Award and executing this Agreement, the Employee recognizes and agrees that the Company and its Subsidiaries, and each of their

officers, directors, agents and employees, including but not limited to the Board and the Committee, in their oversight or conduct of the business and affairs of the Company and its Subsidiaries, may in good faith cause the Company and/or a Subsidiary to act or omit to act in a manner that will, directly or indirectly, prevent all or part of the Restricted Stock Units from becoming non-forfeitable. No provision of this Agreement shall be interpreted or construed to impose any liability upon the Company, any Subsidiary, or any officer, director, agent or employee of the Company or any Subsidiary, or the Board or the Committee, for any forfeiture of Restricted Stock Units that may result, directly or indirectly, from any such action or omission, or shall be interpreted or construed to impose any obligation on the part of any such entity or person to refrain from any such action or omission.

12. **NOTICES.** Any notice hereunder by the Employee shall be given to the Chief Executive Officer or Chief Financial Officer of the Company in writing and such notice by the Employee hereunder shall be deemed duly given or made only upon receipt by the addressee at AngioDynamics, Inc., 603 Queensbury Avenue, Queensbury, New York 12804, or at such other address as the Company may designate by notice to the Employee. Any notice to the Employee shall be in writing and shall be deemed duly given if delivered to the Employee in person or mailed or otherwise delivered to the Employee at such address as the Employee may have on file with the Company from time to time.
13. **INTERPRETATION.** The Committee shall interpret and construe this Agreement and make all determinations thereunder, and any such interpretation, construction or determination by the Committee shall be binding and conclusive on the Company and the Employee and on any person or entity claiming under or through either of them.
14. **GENERAL.**
 - (a) Nothing in this Agreement shall confer upon the Employee any right to continue in the employ or other service of the Company or any Subsidiary, or shall limit in any manner the right of the Company, its stockholders or any Subsidiary to terminate the employment or other service of the Employee or adjust the compensation of the Employee.
 - (b) The Employee shall have no rights as a stockholder with respect to any shares that may be issued or transferred pursuant to this Agreement until the date of issuance to the Employee of a stock certificate for the shares or the date of entry of a credit for the shares in a book entry account in the Employee's name.
 - (c) This Agreement shall be binding upon the successors and assigns of the Company and upon any Beneficiary of the Employee.
 - (d) Any waiver by a party of another party's performance of, or compliance with, a term or condition of this Agreement shall not operate, or be construed, as a waiver of any subsequent failure by such other party to perform or comply.

- (e) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- (f) The titles to Sections of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the title of any Section.
- (g) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.
- (h) Any provision of this Agreement that would cause any amount payable hereunder to be subject to tax pursuant to Section 409A of the Internal Revenue Code shall be administered, interpreted and construed to the end that such tax shall not apply to such amount. The Employee hereby agrees to execute any amendments to this Agreement that the Company determines are necessary or advisable to avoid subjecting any amount payable hereunder to tax pursuant to that Section of the Code. Nothing in this paragraph or elsewhere in this Agreement shall be construed as a representation or warranty by the Company that any amount payable hereunder will not be subject to tax pursuant to that Section of the Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ANGIODYNAMICS, INC.

By: /s/ Stephen A. Trowbridge
Stephen A. Trowbridge
Senior Vice President and General Counsel

Name

/s/ James C. Clemmer
James C. Clemmer

AngioDynamics Appoints James C. Clemmer as New President and Chief Executive Officer

Clemmer brings more than 25 years of operational, manufacturing, marketing and business development experience in the global healthcare industry

ALBANY, N.Y., April 4, 2016 -- AngioDynamics (NASDAQ:ANGO), a leading provider of innovative, minimally invasive medical devices for vascular access, surgery, peripheral vascular disease and oncology, today announced the appointment of James C. Clemmer as the company's new President and Chief Executive Officer, effective April 4, 2016.

"Having recently managed operations and driven growth for a \$1.8 billion global business, Jim Clemmer is uniquely positioned to lead AngioDynamics as we accelerate our growth and bring innovative products to the patients who need them," said Howard Donnelly, Chairman of the AngioDynamics Board of Directors. "We are confident Jim's leadership and expertise will help AngioDynamics improve margins, drive international growth and ultimately maximize shareholder value."

Mr. Clemmer most recently served as President of the Medical Supplies segment at Covidien plc. In this role, Jim directed the strategic and day-to-day operations for global business divisions that collectively manufactured 23 different product categories. In addition, he managed global manufacturing, research and development, operational excellence, business development and all other functions associated with the Medical Supplies business. Prior to his role at Covidien, Mr. Clemmer served as Group President at Kendall Healthcare, where he managed the US business across five divisions and built the strategic plan for the Medical Supplies segment before it was spun off from Tyco.

As part of his employment agreement, AngioDynamics agreed to award Mr. Clemmer 250,000 performance shares, 200,000 options and 50,000 restricted stock units. The award was unanimously approved by the company's independent compensation committee. The performance shares have a three-year term with payouts to be made in shares of AngioDynamics' common stock at the end of the term ranging between 0 and 200 percent of the grant amount depending on AngioDynamics' total shareholder return relative to a peer group of companies substantially similar to the peer group previously disclosed in connection with AngioDynamics' prior performance share programs. The options will vest in four equal installments beginning on the first anniversary of the grant date, have a strike price equal to the closing price of the company's common stock as of April 4, 2016 and expire, if not exercised, on April 4, 2023. The restricted stock units will vest in four equal instalments beginning on the first anniversary of the grant date. The awards were granted as an inducement material to Mr. Clemmer's entering into employment with AngioDynamics, within the meaning of Nasdaq Listing Rule 5635.

Mr. Clemmer succeeds Joseph M. DeVivo who has served as President and CEO since September 2011 and has decided to pursue other interests. In addition, Mr. Clemmer is being appointed to AngioDynamics' board of directors.

Donnelly commented, "We thank Joe for his contributions and commitment to AngioDynamics over the years, including his leadership in guiding the Company through various regulatory

challenges, implementing growth drivers into all three business franchises and integrating the Navilyst acquisition. We wish him the very best in his future endeavours.”

About AngioDynamics

AngioDynamics, Inc. is a leading provider of innovative medical devices used by healthcare professionals for the minimally invasive treatment of cancer and peripheral vascular disease. The Company offers market-leading ablation systems, vascular access products, angiographic products and accessories, dialysis products, drainage products, thrombolytic products, embolization products and venous products. More information is available at www.angiodynamics.com.

Trademarks

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Company Contact:

AngioDynamics, Inc.

Caitlin Stefanik

(518) 795-1418

cstefanik@angiodynamics.com

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