
**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): November 13, 2017

CESCA THERAPEUTICS INC.

(Exact Name of Registrant as Specified in Charter)

Delaware

333-82900

94-3018487

(State or Other Jurisdiction
of Incorporation)

(Commission
File Number)

(IRS Employer
Identification No.)

2711 Citrus Road, Rancho Cordova, California

95742

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code (949) 753-0624

N/A

(Former Name or Former Address, if Changed Since Last Report)

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

- 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))

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

Emerging growth company

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

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

On November 13, 2017, the Board of Directors (the “Board”) of Cesca Therapeutics Inc. (the “Company”) approved the following actions and grants relating to the Company’s executive compensation programs upon the recommendation of the Compensation Committee of the Board: (i) the Board approved an amendment to the Cesca Therapeutics Inc. 2016 Equity Incentive Plan, as amended (the “2016 Plan”), to increase the number of shares of Company common stock available for the grant of awards thereunder and to make certain other changes thereto, (ii) the Board approved an employment agreement for Dr. Xiaochun (Chris) Xu, the Company’s Chairman, President, and Chief Executive Officer, and (iii) the Board approved an amendment to the employment agreement of Ms. Vivian Liu, the Company’s Chief Operating Officer, all as described in more detail below.

Approval of Amendment to Company 2016 Equity Incentive Plan

On November 13, 2017, the Board approved and adopted an amendment (the “Plan Amendment”) to the 2016 Plan to increase the aggregate number of shares that may be issued under the 2016 Plan from 600,000 shares to 1,325,000 shares. The Plan Amendment also increased the per-year individual cap on stock options, stock appreciation rights, and share-denominated performance awards from 215,000 shares to 400,000 shares in the aggregate, and it increased the annual cap on share-denominated awards that may be granted to non-employee directors from 13,500 shares to 20,000 shares per director per year. The Plan Amendment also increased the number of incentive stock options that may be granted under the 2016 Plan to 1,325,000 shares in the aggregate. The Plan Amendment will be null and void if not approved by the Company’s stockholders prior to November 13, 2018. The foregoing description of the Plan Amendment is qualified in its entirety by reference to the actual text of the Plan Amendment attached hereto as Exhibit 10.1 and which is incorporated herein by reference.

Approval of Employment Agreement with Dr. Xu

On November 13, 2017, the Board elected Dr. Xu as President and Chief Executive Officer of the Company (transitioning from interim Chief Executive Officer) and approved and entered into an Executive Employment Agreement with Dr. Xu (the “Employment Agreement”). Dr. Xu has been serving as the Company’s interim Chief Executive Officer since November 4, 2016.

The Employment Agreement provides that Dr. Xu will be entitled to a base salary of \$460,000 per annum and that Dr. Xu will devote at least of a majority of his full working time and efforts to the affairs of the Company. Pursuant to the Employment Agreement, Dr. Xu will be granted, on a date determined by the Compensation Committee of the Board (but no later than December 29, 2017), an option to purchase up to 300,000 shares of Company common stock under the 2016 Plan, as amended. Provided that the Plan Amendment is approved by the Company’s stockholders before November 13, 2018, the option will vest as to 20% of the option shares on December 31, 2018 and as to an additional 20% on December 31 of each of the four ensuing years thereafter until vested in full. The option will terminate without vesting if the Plan Amendment is not approved by the Company’s stockholders before November 13, 2018. The option will have an exercise price per share equal to the fair market value of the Company’s common stock on the grant date, subject to adjustment as set forth in the 2016 Plan and the applicable award agreement, and the option will expire on the 10th anniversary of the grant date and be otherwise subject to the terms and conditions (including early termination provisions) of the 2016 Plan and the applicable award agreement.

Under the Employment Agreement, Dr. Xu is eligible to receive a performance bonus equal to a percentage of his base salary based on performance against annual objectives at the discretion of the Board (“STI award”). The target percentage is 60%, but the actual percentage as determined by the Board may range from 0% to higher than 100% of his base salary.

The term of Dr. Xu's employment under the Employment Agreement commenced on November 13, 2017, and will continue in effect until terminated by either Dr. Xu or the Company. Either of Dr. Xu or the Company may terminate the Employment Agreement at any time and for any reason. In the event that Dr. Xu's employment is terminated by the Company without "Cause" or he resigns for "Good Reason" (each as defined in the Employment Agreement), he will be entitled to receive a sum equal to eighteen months of base salary in effect as of the termination date, a lump sum cash payment equal to one and a half times the most recently established and earned annual STI Award, all options to acquire Company common stock shall become vested as of the termination date, and the Company shall pay up to eighteen months of COBRA premiums. If Dr. Xu's employment is terminated by the Company without Cause or he resigns for Good Reason, in each case, within three months prior to or eighteen months following certain changes in control of the Company, he will be entitled to receive a lump sum cash payment equal to thirty-six months of the base salary in effect as of the termination date, a lump sum cash payment equal to three times the most recently established and earned annual STI Award, all options to acquire Company common stock shall become vested as of the termination date, and the Company shall pay up to twenty four months of COBRA premiums.

The foregoing description of the Employment Agreement is qualified in its entirety by reference to the actual terms of the Employment Agreement attached hereto as Exhibit 10.2 and which is incorporated herein by reference.

Approval of Amendment to Employment Agreement of Vivian Liu

Effective November 13, 2017, the Company entered into an amendment to the Executive Employment Agreement, dated February 15, 2017, between the Company and Vivian Liu (the "Liu Amendment"). The Liu Amendment amended Ms. Liu's Executive Employment Agreement by replacing a provision for the annual grant of 25,000 shares of restricted stock and 25,000 option with a single grant of an option to purchase up to 250,000 shares of the Company common stock. The option will be granted on such date as is determined by the Compensation Committee of the Board, but no later than December 29, 2017. Provided that the Plan Amendment is approved by the Company's stockholders before November 13, 2018, the option will vest as to 20% of the option shares on each of the first five anniversaries of the grant date until vested in full. The option will terminate without vesting if the Plan Amendment is not approved by the Company's stockholders before November 13, 2018. The option will be granted at an exercise price equal to the fair market value of the Company's common stock on the date of grant, subject to adjustment as set forth in the 2016 Plan and the applicable award agreement, and the option will expire on the 10th anniversary of the grant date and be otherwise subject to the terms and conditions (including early termination provisions) of the 2016 Plan and the applicable award agreement.

The foregoing description of the Liu Amendment is qualified in its entirety by reference to the actual terms of the Liu Amendment attached hereto as Exhibit 10.3 and which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	<u>Amendment to the Cesca Therapeutics Inc. 2016 Equity Incentive Plan, effective November 13, 2017.</u>
10.2	<u>Executive Employment Agreement, dated November 13, 2017, between Cesca Therapeutics Inc. and Dr. Xiaochun (Chris) Xu.</u>
10.3	<u>Amendment No. 1, dated November 13, 2017, to Executive Employment Agreement between Vivian Liu and Cesca Therapeutics Inc.</u>
10.4	<u>Form of Stock Option Agreement.</u>

SIGNATURES

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

CESCA THERAPEUTICS INC.

Dated: November 14, 2017

/s/ Vivian Liu

Vivian Liu, Chief Operating Officer

**AMENDMENT TO
CESCA THERAPEUTICS INC.
2016 EQUITY INCENTIVE PLAN**

THIS AMENDMENT TO THE CESCA THERAPEUTICS INC. 2016 EQUITY INCENTIVE PLAN (this "Amendment") is adopted and approved by the Board of Directors of Cesca Therapeutics, Inc., a Delaware corporation (the "Company"), as of November 13, 2017. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Plan (as defined below).

WHEREAS, the Board of Directors of the Company adopted the Cesca Therapeutics Inc. 2016 Equity Incentive Plan (the "Plan") on July 7, 2016, subject to stockholder approval of the Plan within twelve (12) months after such date;

WHEREAS, under the Plan as originally adopted, an aggregate of 325,000 shares of Company common stock were made available for the issuance of awards under the Plan;

WHEREAS, the Board of Directors amended the Plan on March 16, 2017 to increase the aggregate number of shares available for awards under the Plan to 600,000 (the "March 2017 Amendment");

WHEREAS, the Plan, as amended by the March 2017 Amendment (together, the "Amended Plan"), was approved by the stockholders of the Company on May 5, 2017; and

WHEREAS, the Company desires to further amend the Plan as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Amended Plan be and hereby is amended as follows:

1. Section 4(a) of the Amended Plan is hereby amended by deleting said section in its entirety and replacing it with the following:

(a) Shares Available. Subject to adjustment as provided in Section 4(c) of the Plan, the aggregate number of Shares that may be issued under all Awards under the Plan shall be 1,325,000 Shares.

2. Section 4(d)(i) of the Amended Plan is hereby amended by deleting said section in its entirety and replacing it with the following:

(i) Section 162(m) Limitation for Awards Denominated in Shares. No Eligible Person may be granted any Stock Options, Stock Appreciation Rights or Performance Awards denominated in Shares, for more than 400,000 Shares (subject to adjustment as provided for in Section 4(c) of the Plan), in the aggregate in any calendar year.

3. Section 4(d)(iii) of the Amended Plan is hereby amended by deleting said section in its entirety and replacing it with the following:
 - (ii) Limitation for Awards Granted to Non-Employee Directors. No Director who is not also an employee of the Company or an Affiliate may be granted any Award or Awards denominated in Shares that exceed in the aggregate 20,000 Shares in any calendar year. The foregoing limit shall not apply to any Award made pursuant to any election by the Director to receive an Award in lieu of all or a portion of annual and committee retainers and annual meeting fees.
4. Section 6(a)(iv)(A) of the Amended Plan is hereby amended by deleting said section in its entirety and replacing it with the following:
 - (A) The aggregate number of Shares that may be issued under all Incentive Stock Options under the Plan shall be 1,325,000 Shares.
5. This Amendment shall become null and void on the first anniversary of the date of this Amendment if the Amendment is not duly approved by the stockholders of the Company prior to the first anniversary of the date of this Amendment.
6. This Amendment shall be and is hereby incorporated in and forms a part of the Amended Plan.
7. Except as set forth herein, the Amended Plan shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed by the duly elected Secretary of the Company effective as of the date first set forth above.

/s/ Vivian Liu
Vivian Liu, Secretary

CESCA THERAPEUTICS INC.

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (“**Agreement**”) is made and entered into as of November 13, 2017, by and between CESCA THERAPEUTICS INC., a Delaware corporation (“**Employer**”), and XIAOCHUN (CHRIS) XU (“**Executive**”).

1. **Employment.** Employer employs Executive, and Executive accepts employment with Employer, on the terms and conditions set forth in this Agreement commencing on November 13, 2017 (“**Effective Date**”).

2. **Position; Scope of Employment.** Executive shall have the position of President and Chief Executive Officer of Employer. Executive agrees to perform such services customary to such position and as shall be assigned to him by the Employer’s Board of Directors. Executive shall report directly to the Employer’s Board of Directors.

2.1. **Time and Effort.** Executive shall devote a majority of Executive’s full working time, attention, abilities, skill, labor and efforts to the performance of his employment with Employer. Executive shall not, directly or indirectly, alone or as a member of a partnership or other organizational entity, or as an officer of any corporation (other than a direct or indirect subsidiary of Employer) (i) engage in any other business activity that will interfere with the performance of Executive’s duties under this Agreement, except with the prior written consent of Employer, or (ii) join the board of directors of any other corporation directly competitive to the current or currently contemplated future operations of Employer.

2.2. **Rules and Regulations.** During his employment with Employer, Executive agrees to observe and comply with Employer’s rules and regulations (including Employer’s code of ethics and insider trading policy) as provided by Employer and as may be amended from time to time by Employer and will carry out and perform faithfully such orders, directions and policies of Employer. To the extent any provision of this Agreement is contrary to an Employer rule or regulation, as such may be amended from time to time, the terms of this Agreement shall control.

3. **Employment Term.** Executive’s term of employment (the “**Employment Term**”) shall commence upon the Effective Date of this Agreement and shall terminate as provided in Section 5.

4. **Compensation.** During the Employment Term, Employer shall pay to or provide compensation to Executive as set forth in this Section 4. All compensation of every description shall be subject to the customary withholding tax and other employment taxes as required with respect to compensation paid to an employee.

4.1. **Base Salary.** Employer shall pay Executive an annual base salary as established by the Board of Directors from time-to-time (“**Base Salary**”). Executive’s Base Salary shall be payable in accordance with Employer’s regular payroll schedule, but not less frequently than twice per month. The initial Base Salary shall be \$460,000 per annum.

4.2. Review. Executive's Base Salary and duties shall be reviewed by the Compensation Committee of the Board of Directors at least annually. During the review, duties will be outlined and compensation may be adjusted up at the discretion of the Compensation Committee. The Base Salary may not be decreased during the Employment Term without the consent of the Executive. On the date of Employer's annual meeting of stockholders and on each subsequent annual meeting of stockholders during the term of this Agreement, or at such other time as the Governance and Nominating Committee may establish in its discretion, the Governance and Nominating Committee shall review the previous year's performance of Executive.

4.3. Short-Term Incentive Compensation. In addition to the Base Salary provided for in sections 4.1 and 4.2, Executive is eligible to receive a short-term incentive bonus ("STI") equal to a percentage of his Base Salary in effect at the end of the fiscal year, based partially on performance weighted bonus objectives established for Executive by the Board of Directors (which will include both corporate objectives and individual objectives) for the fiscal year, such objectives to be discussed with Executive prior to being established, and partially based on the discretion of the Board of Directors. The target STI each fiscal year shall be an amount equal to 60% of the Base Salary in effect at the end of that fiscal year. However, the actual STI as determined by the Board of Directors may range from 0% to higher than 100% of the Base Salary. STI shall for any year be payable on or before April 15 of the following year and may include cash, stock options and restricted stock awards. If paid in stock options or restricted stock awards, STI shall be paid separately from, and independently of, any long term equity incentive award as described in section 4.4 below. Any and all bonuses provided to Executive pursuant to this paragraph shall be governed by the terms of a separate management bonus plan as adopted by the Board of Directors in its sole discretion from time to time.

4.4. Long Term Incentive Compensation. Executive shall be eligible to receive awards of stock options or restricted stock grants as may be determined from time to time by the Board of the Directors or the Compensation Committee of the Board of Directors. On a date to be determined by the Compensation Committee of the Board of Directors (but no later than December 29, 2017), Executive will be granted options to purchase up to 300,000 shares of Employer's Common Stock ("**Options**") under Employer's Equity Incentive Plan (the "**Plan**") pursuant to an option agreement in the form determined by the Board of Directors (the "**Option Agreement**"). Subject to the terms and conditions of the Option Agreement, the Options will vest as to 20% of the shares subject to the Option (the "**Option Shares**") on December 31, 2018 and on December 31 of each of the four ensuing years thereafter until vested in full (provided that the last vesting date shall occur on the date before the Option expires); provided, however, that the Options shall not be exercisable unless and until the stockholders of the Company approve the November 2017 amendment to the Plan, and only if such amendment is approved by the stockholders within one year of the adoption of the amendment. The exercise price of the Options will be equal to 100% of the fair market value of share of Employer Common Stock on the date of grant, and the Options will expire on the tenth anniversary of the date of grant. In the event of a conflict between the terms hereof and the terms of the Option Agreement and/or the Plan, the terms of the Option Agreement and/or the Plan will control. The Board may, in its absolute discretion, choose to grant Executive additional options in the future.

4.5 Tax Matters Relating to Awards. The Compensation Committee shall be permitted to elect to have Employer cover any tax withholding obligation by net share settlement of shares equal to the amount of Executive's tax withholding liability unless a Rule 10b5-1 Plan is a viable option. Otherwise, such net settlement on vested shares for tax purposes shall be permitted upon finding that a Rule 10b5-1 Plan is not an alternative for Executive.

4.6 Vacation and Sick Leave Benefits. Executive shall be entitled to accrue five (5) weeks of paid vacation annually. While Employer encourages Executive to take vacation, if he does not use all vacation accrued in each calendar year, Executive may carry it over from year to year; provided, however, that the maximum accrual of Executive's vacation shall be capped at two times the annual accrual rate. Once the cap is reached, Executive shall no longer accrue vacation until such time as he uses accrued vacation and his accrued and unused vacation days fall below the cap, at which time he will again begin to accrue vacation at the appropriate accrual rate. The value of any amount of vacation that would otherwise accrue but for the cap would be paid in cash to Executive. Any vacation benefit granted or paid to Executive is based solely on his Base Salary. Executive shall be entitled to sick leave in accordance with Employer's sick leave policy, as amended from time to time.

4.7 Other Fringe Benefits. Executive shall participate in all of Employer's fringe benefit programs in substantially the same manner and to substantially the same extent as other similar employees of Employer, excluding only those benefits expressly modified by the terms hereof.

4.8 Expenses. Executive shall be reimbursed for his reasonable business expenses, subject to the presentation of evidence that such expenses are made in accordance with established policies adopted by Employer from time to time.

4.9 Compensation From Other Sources. Any proceeds that Executive shall receive by virtue of qualifying for disability insurance, disability benefits, or health or accident insurance shall belong to Executive. Executive shall not be paid Base Salary in any period in which he receives benefits as determined and paid under Employer's long-term disability policy. Benefits paid to Executive under Employer's short-term disability policy shall reduce, by the same amount, Base Salary payable to Executive for such period.

5. Termination of Employment. Executive's employment with Employer shall terminate on the earliest to occur of the following (the date of termination of Executive's employment being the "**Termination Date**"):

5.1 upon the mutual agreement of Employer and Executive in writing;

5.2 upon the Executive's death;

5.3 upon delivery to Executive of a written notice of termination by Employer if Executive should suffer a disability or physical or mental condition, which for the purposes of this Agreement, means Executive's inability, for a period of ninety (90) consecutive days, to substantially perform the essential functions of Executive's duties as Chief Executive Officer, with or without a reasonable accommodation. For purposes of determining whether Executive has a disability or physical or mental condition under this Section 5.3, upon request Executive agrees to submit to Employer a medical certification regarding his health condition from his health care provider, or submit to a medical exam by a health care provider selected by Employer and Executive for the sole purpose of evaluating Executive's ability to perform the essential functions of his position. Employer's written notice of termination under this Section 5.3 shall coincide with the date Executive qualifies for total disability payments under Employer's long-term disability plan.

5.4 upon the date set forth in a written notice of termination for Cause delivered to Executive by Employer.

For purposes of this Agreement, “Cause” is defined as follows: (a) willful or habitual breach of Executive’s duties, provided that Employer shall give Executive notice of such breach and Executive shall not have cured such breach within thirty (30) days of such notice; (b) fraud, dishonesty, deliberate injury or intentional material misrepresentation by Executive to Employer or any others; (c) embezzlement, theft or conversion by Executive; (d) negligent unauthorized disclosure or other use of Employer’s trade secrets, customer lists or confidential information; (e) habitual misuse of alcohol or any non-prescribed drug or intoxicant; (f) willful misconduct that causes material harm to Employer; (g) willful violation of any other standards of conduct as set forth in Employer’s employee manual and policies; (h) Executive’s conviction of or plea of guilty or *nolo contendere* to a felony or to a misdemeanor involving moral turpitude; (i) continuing failure to communicate and fully disclose material information to the Board of Directors, the failure of which would adversely impact the Employer or may result in a violation of state or federal law, including securities laws; or (j) debarment by any federal agency that would limit or prohibit Executive from serving in his capacity for Employer under this Agreement.

5.5 upon the date set forth in a written notice of resignation delivered to Employer by Executive for Good Reason if such notice is not delivered within three (3) months prior to a Change of Control or one (1) year following a Change in Control.

For purposes of this Agreement, “Good Reason” is defined as one or more of the following: (a) without the consent of Executive, Executive is assigned material duties that are materially inconsistent with Executive’s position, duties, responsibilities or status as President and Chief Executive Officer of Employer, provided that Executive must advise the Board of Directors in writing within fifteen (15) days of such assignment of duties that he believes the duties would give him the right to terminate his employment for Good Reason and the Board of Directors does not withdraw or change such assignment within a reasonable period of time; or (b) without the consent of Executive, Employer relocates Executive’s principal place of employment to a location further than 35 miles from the Employer’s current principal offices.

5.6 upon the date set forth in (a) a written notice of termination without Cause delivered to Executive by Employer; or (b) a written notice of resignation for Good Reason delivered to Employer by Executive, if such written notice is provided within three (3) months prior to a Change of Control or one (1) year following a Change in Control.

For purposes of this Agreement, “**Change in Control**” means an event involving one transaction or a related series of transactions in which one of the following occurs: (a) Employer issues securities equal to fifty percent 50% or more of Employer’s issued and outstanding voting securities, determined as a single class, to any individual, firm, partnership or other entity, including a “group” within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, but excluding any issuance of securities to a Boyalife Party; (b) Employer issues securities equal to fifty percent 50% or more of the issued and outstanding common stock of Employer in connection with a merger, consolidation or other business combination (other than a merger, consolidation, or business combination with a Boyalife Party); (c) Employer is acquired in a merger or other business combination transaction (other than with a Boyalife Party) in which Employer is not the surviving company; or (d) all or substantially all of Employer’s assets are sold or transferred to a third party that is not an affiliate of Employer or a Boyalife Party. For purposes hereof, the term “**Boyalife Party**” means Boyalife (Hong Kong) Limited or any person or entity, including Xiaochun Xu, who or which is an affiliate of Boyalife (Hong Kong) Limited.

5.7 upon the date set forth in a written notice of resignation delivered to Employer by Executive, other than a notice under Section 5.5 (Good Reason) or Section 5.6 (Change in Control);

5.8 upon the date set forth in a written notice of termination without Cause delivered to Executive by Employer, other than a notice under Section 5.3 (Disability), Section 5.4 (termination for Cause), or 5.6 (Change in Control).

6. Compensation Upon Termination.

6.1 Minimum Payments. Upon termination of Executive’s employment for any reason Executive shall be entitled to: (a) Base Salary accrued through the Termination Date; (b) reimbursement of expenses incurred prior to termination of employment that are payable in accordance with Section 4.8; (c) any benefits accrued or earned in accordance with the terms of any applicable benefit plans and programs of Employer, including but not limited to accrued and unused vacation; and (d) any earned but unpaid STI bonus or other incentive compensation if, and to the extent, the applicable management bonus plan expressly provides for payment following termination of employment.

6.2 Severance Payments for Termination Without Cause or for Resignation for Good Reason. If Executive’s employment is terminated pursuant to Section 5.5 (Good Reason) or Section 5.8 (without Cause), in addition to the payments made under Section 6.1, Executive shall be entitled to:

(a) Base Salary: a sum equal to eighteen (18) months of Base Salary in effect as of the Termination Date, payable in a lump sum cash payment on the Termination Date.

(b) STI: a lump sum cash payment equal to one and a half (1.5) times the Executive’s most recently established and earned annual STI award, and

(c) Equity Awards: all of the Executive’s outstanding options to acquire Employer’s common stock and restricted common stock awards which have not vested as of the Termination Date shall become immediately vested as of the Termination Date.

(d) Health and Welfare Benefits: Provided that the Executive timely elects continuation coverage (as defined under COBRA) under the Employer's medical and dental plans as in effect at the time of the Executive's termination, the Employer shall pay the COBRA premiums for Executive and his dependents under such plans (or any successor plans) until the earliest of i) the end of the eighteenth (18th) month following the Executive's termination, or ii) the date Executive secures subsequent employment with medical and dental coverage. Executive shall provide at least five (5) business days advance written notice informing the Employer when Executive becomes eligible for other comparable medical and dental coverage in connection with subsequent employment. In addition, if periodically requested by the Employer, Executive will provide the Employer with written confirmation that Executive has not become eligible for comparable medical and dental coverage.

6.3 Severance Payments Related to Change of Control. If Executive's employment is terminated pursuant to Section 5.6 because Executive has resigned for Good Reason, or because Employer terminated Executive without Cause, in either case within three (3) months prior to a Change of Control or within eighteen (18) months following of a Change of Control, in addition to the benefits under Sections 6.1, Executive shall be entitled to:

(a) Base Salary: a lump-sum cash payment equal to thirty-six (36) months of Executive's Base Salary in effect as of the Termination Date.

(b) STI: a lump sum cash payment equal to three (3) times the Executive's most recently established annual short-term incentive target award,

(c) all the Executive's outstanding options to acquire the Employer's common stock or restricted stock awards which have not vested as of the Termination Date shall become immediately vested as of the Termination Date,

(d) Health and Welfare Benefits: Provided that the Executive timely elects continuation coverage (as defined under COBRA) under the Employer's medical and dental plans as in effect at the time of the Executive's termination, the Employer shall pay the COBRA premiums for Executive and his dependents under such plans (or any successor plans) until the earliest of i) the end of the twenty-fourth (24th) month following the Executive's termination, or ii) the date Executive secures subsequent employment with medical and dental coverage. Executive shall provide at least five (5) business days advance written notice informing the Employer when Executive becomes eligible for other comparable medical and dental coverage in connection with subsequent employment. In addition, if periodically requested by the Employer, Executive will provide the Employer with written confirmation that Executive has not become eligible for comparable medical and dental coverage.

6.4 Timing of Payments. Subject to the conditions set forth in Sections 6.5 (Release) and Section 13 (409A), all compensation under sections 6.2 and 6.3 earned by and owing to Executive at the time of his termination of employment shall be paid to him on the Termination Date. Subject to the conditions set forth in Sections 6.5 (Release) and Section 13 (409A), all other payments made to Executive under this Agreement shall be due and payable as stated and, if not specified, in installments at least twice monthly at Employer's sole discretion and election.

6.5 Release. Executive acknowledges and agrees that payments under Section 6.2 or 6.3 shall fully and completely discharge any and all obligations of Employer to Executive arising out of or related to: (a) Executive's employment with, and/or separation from employment with Employer; and/or (b) this Agreement. The payment(s) made hereunder shall constitute liquidated damages in lieu of any and all claims which Executive may have against Employer or any of its officers, directors, employees, or other agents, except for any obligations under the workers' compensation laws including Employer's liability provisions. Therefore, notwithstanding any provision of this Agreement to the contrary, no payments or benefits shall be owed to Executive under Section 6.2 or Section 6.3 unless Executive executes and delivers to Employer a release in the form attached hereto as Exhibit A ("**Release**") within forty five (45) days following the Termination Date, and any applicable revocation period has expired prior to the sixtieth (60th) day following the Termination Date.

6.6 No Obligation to Seek Employment. Executive shall have no obligation to seek other employment following termination of his employment with Employer nor shall any payment he receives from any subsequent employer reduce the payments to which he is entitled to under this Agreement.

6.7 Section 280G. Anything in this Agreement to the contrary notwithstanding, if any payment or benefit Executive would receive from Employer or otherwise ("**Payment**") would (i) constitute a "parachute payment" within the meaning of Code Section 280G; and (ii) but for this sentence, be subject to the excise tax imposed by Code Section 4999 (the "**Excise Tax**"), then such Payment shall be equal to the Reduced Amount. The "**Reduced Amount**" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax; or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment. If a reduction in payments or benefits constituting "parachute payments" is necessary so that the Payment equals the Reduced Amount, reduction shall occur in the following order: first, reduction of cash payments; second, cancellation of accelerated vesting of equity awards; and third, reduction of employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. Employer shall bear all expenses with respect to the 280G determinations required to be made hereunder.

7. Proprietary Information; Confidentiality.

7.1. Confidential Information. Executive during the course of his duties will be handling financial, accounting, statistical, marketing and personnel information of Employer and/or its customers or other third-parties. All such information is confidential and shall not be disclosed, directly or indirectly, or used by Executive in any way, either during the term of this Agreement or at any time thereafter except as required in the course of Executive's employment with Employer. Executive agrees not to disclose to any others, or take or use for Executive's own purposes or purposes of any others, during the term of this Agreement, any of Employer's Confidential Information (as defined below). Executive agrees that these restrictions shall also apply to (a) Confidential Information belonging to third parties in Employer's possession; and (b) Confidential Information conceived, originated, discovered or developed by Executive during the term of this Agreement. "**Confidential Information**" means any Employer proprietary information, trade secrets or know-how, and any other information relating to Employer, its subsidiaries, or affiliates of any kind, type or nature (whether written, stored on magnetic or other media, or oral), including, but not limited to, research, plans, services, customer lists, Employer's computer programs or computer software, marketing, finances or other business information that has been compiled, prepared, devised, developed, designed, discovered, or otherwise learned by Executive during the course of his employment and/or disclosed to Executive by Employer, either directly or indirectly, in writing, orally, or by observation of any business conduct. Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of Executive. Executive further agrees not to use improperly or disclose or bring onto the premises of Employer any trade secrets of another person or entity during the term of this Agreement.

7.2. Return of Property. Executive agrees that upon termination of employment with Employer, Executive will deliver to Employer all devices, records, data, disks, computer files, notes, reports, proposals, lists, correspondence, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by Executive pursuant to employment with Employer or otherwise belonging to Employer, its successors or assigns.

7.3. Employment Information. Executive represents and warrants to Employer that information provided by Executive in connection with his employment and any supplemental information provided to Employer is complete, true and materially correct in all respects. Executive has not omitted any information that is or may reasonably be considered necessary or useful to evaluate the information provided by Executive to Employer. Executive shall immediately notify Employer in writing of any change in the accuracy or completeness of all such information.

7.4. Other Agreements. Executive represents that the performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Executive in confidence or in trust prior to employment with Employer. Executive has not and shall not: (a) disclose or use in the course of his employment with Employer, any proprietary or trade-secret information belonging to another; or (b) enter into any oral or written agreement in conflict with this Agreement.

7.5. Communications with Government Authorities. Nothing in this in this Agreement is intended to discourage or restrict Executive from communicating with, or making a report with, any governmental authority regarding a good faith belief of any violations of law or regulations based on information that Executive acquired through lawful means in the course of his employment, including such disclosures protected or required by any whistleblower law or regulation of the Securities and Exchange Commission, the Department of Labor, or any other appropriate governmental authority. Furthermore, nothing in this Agreement is intended to discourage or restrict Executive from reporting any theft of trade secrets pursuant to the Defend Trade Secrets Act of 2016 (the “**DTSA**”) or other applicable state or federal law. The DTSA prohibits retaliation against an employee, contractor or consultant because of whistleblower activity in connection with the disclosure of trade secrets, so long as any such disclosure is made either (A) in confidence to an attorney or a federal, state, or local government official and solely to report or investigate a suspected violation of the law, or (B) under seal in a complaint or other document filed in a lawsuit or other proceeding. Executive agrees that if Executive believes that any Employer employee, consultant, contractor or any third party has misappropriated or improperly used or disclosed trade secrets or Confidential Information, Executive will report such activity to Employer’s Board of Directors or otherwise in accordance with any communication protocols or policies established by the Employer.

8. Duty of Loyalty; Fiduciary Duty; Covenant Not to Unfairly Compete.

8.1 Obligations During Employment. During the term of this Agreement, Executive has a duty of loyalty and a fiduciary duty to Employer. Executive shall not, directly or indirectly, whether as a partner, employee, creditor, stockholder, or otherwise, promote, participate, or engage in any activity or other business which is directly competitive to the current operations of Employer or the currently contemplated future operations of Employer. The obligation of Executive not to compete with Employer shall not prohibit Executive from owning or purchasing less than 5% of the outstanding voting securities of any company whose securities are regularly traded on a recognized stock exchange or on over-the-counter market.

8.2 Obligations Post-Employment. To the fullest extent permitted by law, upon the termination of Executive's employment with Employer for any reason, Executive shall not use any of Employer's confidential proprietary or trade secrets information to directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or any other individual or representative capacity, engage or participate in any business, wherever located, that is in direct competition with the business of Employer.

9. Inventions; Ownership Rights. To the fullest extent permitted by law, Executive agrees that all ideas, techniques, inventions, systems, formulas, discoveries, technical information, programs, know-how, prototypes and similar developments ("**Developments**") developed, created, discovered, made, written or obtained by Executive in the course of or as a result, directly or indirectly, of performance of his duties hereunder, and all related industrial property, copyrights, patent rights, trade secrets, moral rights and other forms of protection with respect thereto, shall be and remain the property of Employer. Executive agrees to execute or cause to be executed such assignments and applications, registrations and other documents and to take such other action as may be requested by Employer to enable Employer to protect its rights to any such Developments. If Employer requires Executive's assistance under this Section 9 after termination of this Agreement, Executive shall be compensated for his time actually spent in providing such assistance at an hourly rate equivalent to the prevailing rate for such services and as agreed upon by the parties.

10. Non-Solicitation; Post-Termination Cooperation.

10.1 Customers. During the term of this Agreement, Executive has a duty of loyalty and a fiduciary duty to Employer. While employed by Employer, Executive shall not divert or attempt to divert (by solicitation or other means), whether directly or indirectly, Employer's customers for the purpose of inducing or encouraging them to sever their relationship with Employer or to solicit them in connection with any product or service competing with those products and services offered and sold by Employer. Also, to the fullest extent permissible under applicable law, following termination of Executive's employment with Employer for any reason, Executive agrees not use any Confidential Information to directly or indirectly divert or attempt to divert (by solicitation or other means) Employer's customers for the purpose of inducing or encouraging them to sever their relationship with Employer or to solicit them in connection with any product or service competing with those products and services offered and sold by Employer.

10.2 Employees. To the fullest extent permissible under applicable law, Executive agrees that both during the term of this Agreement, and for a period of one (1) year after the Termination Date, Executive shall not take any action to induce employees or independent contractors of Employer to sever their relationship with Employer and accept an employment or an independent contractor relationship with any other business. However, this obligation will not affect any responsibility Executive may have as an employee of Employer with respect to the bona fide hiring and firing of Employer personnel.

10.3 Post-Termination Cooperation. For a period of one (1) month following any termination of this Agreement, Executive will make himself available and assist Employer, as reasonably requested, with respect to prior services, transition of duties, and intellectual property filings and protection.

11 . Arbitration; Remedies. Executive and Employer agree that any dispute between the parties (including any affiliate, successor, predecessor, contractors, employees, and agents of Employer) that may arise from Executive's employment with Employer or termination of Executive's employment with Employer, and/or regarding the rights or obligations of the parties under this Agreement, will be submitted to binding arbitration. The arbitration requirement applies to all statutory, contractual, and/or common law claims arising from the employment relationship including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Equal Pay act of 1963; the California Fair Employment and Housing Act; the California Labor Code; the Fair Labor Standards Act, the American With Disabilities Act, and other applicable federal and state employment laws. Both Employer and Executive shall be precluded from bringing or raising in court or another forum any dispute that was or could have been submitted to binding arbitration. This arbitration requirement **does not** apply to claims for workers' compensation benefits, claims arising under ERISA, or claims for any provisional or injunctive relief remedies as set forth in the California Code of Civil Procedure (or any statute or law of similar effect concerning provisional or injunctive relief remedies in any other applicable jurisdiction). In fact, the parties agree that, in the event of a breach or threatened breach of Sections 7 through 10 of this Agreement by Executive, monetary damages alone would not be an adequate remedy to Employer for the injury that would result from such breach, and that Employer shall be entitled to apply to any court of competent jurisdiction for specific performance and/or injunctive relief (without posting bond or other security) in order to enforce or prevent any violation of such provisions of this Agreement. Executive further agrees that any such injunctive relief obtained by Employer shall be in addition to monetary damages.

Binding arbitration under this Agreement shall be conducted in Sacramento County, California in accordance with the California Arbitration Act, Code of Civil Procedure sections 1280, et. seq. The arbitration shall be conducted before a neutral arbitrator selected by both parties and shall otherwise be conducted in accordance with the American Arbitration Association's "National Rules for the Resolution of Employment Disputes". Where required by law, Employer shall pay all additional costs peculiar to the arbitration to the extent such costs would not otherwise be incurred in a court proceeding. Each party shall pay their own attorney's fees and costs. The parties will be permitted to conduct discovery as provided by the California Code of Civil Procedure. The arbitrator shall, within thirty (30) days after the conclusion of the arbitration, issue a written award setting forth the factual and legal bases for his or her decision and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

NOTE: THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EXECUTIVE 'S RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE RELATIONSHIP.

12 . Actions Contrary to Law; Blue Pencil. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, or regulation, contrary to which the parties have no legal right to contract, then the latter shall prevail; but in such event, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. The parties hereby acknowledge that the restrictions set forth in Sections 7 through 10 have been specifically negotiated and agreed to by the parties hereto and if the scope or enforceability of any such section is in any way disputed at any time, and should a court find that such restrictions are overly broad, the court may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances.

13. Section 409A Compliance.

13 . 1 Conditions to Payment. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**") or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, **Employer makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.**

13 . 2 Specified Employee. Notwithstanding any other provision of this Agreement, if at the time of the Executive's termination of employment, he is a "specified employee", determined in accordance with Section 409A, any payments and benefits provided under this Agreement that constitute "nonqualified deferred compensation" subject to Section 409A that are provided to the Executive on account of his separation from service shall not be paid until the first payroll date to occur following the six-month anniversary of the Executive's termination date ("**Specified Employee Payment Date**"). The aggregate amount of any payments that would otherwise have been made during such six-month period shall be paid in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule. If the Executive dies during the six-month period, any delayed payments shall be paid to the Executive's estate in a lump sum upon the Executive's death.

13.3 Effect of Release. If the Termination Date occurs in a calendar year but the actions or inactions taken by Executive with respect to the Release could cause payment to commence in the next calendar year, payment of any amount subject to Section 409A will commence in the next calendar year.

13.4 Reimbursement. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following: (a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year; (b) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and (c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

14. Miscellaneous.

14.1 Notices. All notices and demands of every kind shall be personally delivered or sent by first class mail to the parties at the addresses appearing below or at such other addresses as either party may designate in writing, delivered or mailed in accordance with the terms of this Agreement. Any such notice or demand shall be effective immediately upon personal delivery or three (3) days after deposit in the United States mail, as the case may be.

EMPLOYER: CESCA THERAPEUTICS INC.
2711 Citrus Road
Rancho Cordova, CA 95742

EXECUTIVE: XIAOCHUN (CHRIS) XU
[Omitted]

14.2 Attorneys' Fees; Prejudgment Interest. If the services of an attorney are required by any party to secure the performance hereof or otherwise upon the breach or default of another party to this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation thereto, to the extent permitted by law, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

14.3 Choice of Law, Jurisdiction, Venue. This Agreement is drafted to be effective in the State of California, and shall be construed in accordance with California law. The exclusive jurisdiction and venue of any legal action by either party under this Agreement shall be the County of Sacramento, California.

14.4. Amendment, Waiver. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by Executive and Employer. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by Employer. Failure of either Employer or Executive to enforce any provision or provisions of this Agreement shall not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

14.5 Change in the Time and Form of Payment. Any amendment that proposes to delay the time or form of the payment of any deferred compensation payable pursuant to the terms of this Agreement shall be subject to the following restrictions:

(a) Any election to amend the terms of this Agreement to defer the time or form of payment of deferred compensation hereunder shall not take effect for twelve (12) months after the date on which the election to amend the time of form of payment is made: and

(b) Any election to amend the terms of this Agreement to defer the payment of deferred compensation payable hereunder shall require that the first payment of any deferred compensation payable hereunder be deferred for a period of not less than five (5) years from the date such payment would have been made but for the amendment of the Agreement to defer the payment date.

14.6. Assignment; Succession. It is hereby agreed that Executive's rights and obligations under this Agreement are personal and not assignable. Further, neither Executive, nor beneficiary, nor any other person entitled to payments hereunder shall have the power to transfer, assign, anticipate, mortgage or otherwise encumber in advance any of such payments, nor shall such payments be subject to seizure for the payment of public or private debts, judgment, alimony or separate maintenance or be transferable by operation of law in event of bankruptcy, insolvency or otherwise. This Agreement contains the entire agreement and understanding between the parties to it and shall be binding on and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

14.7. Independent Covenants. All provisions herein concerning unfair competition and confidentiality shall be deemed independent covenants and shall be enforceable without regard to any breach by Employer unless such breach by Employer is willful and egregious.

14.8. Entire Agreement. This document constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement supersedes and replaces its entirety the employment letter, dated December 14, 2016, between Executive and Employer, which employment letter shall be terminated effective as of the date hereof.

14.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

14.10. Captions. All captions of sections and paragraphs in this Agreement are for reference only and shall not be considered in construing this Agreement.

14.11 Certain Definitions. As used in this Agreement, the term “**affiliate**” means, with respect to a specified person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity. For purposes of the preceding sentence, “**control**” when used with respect to an entity means the power to direct the management and policies of the entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise. The terms “**affiliated**”, “**unaffiliated**”, and “**non-affiliated**” shall have meanings correlative to the foregoing.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

EMPLOYER:

CESCA THERAPEUTICS INC.

/s/ Vivian Liu _____
Vivian Liu
Chief Operating Officer

EXECUTIVE:

/s/ Xiaochun Xu _____
Xiaochun (Chris) Xu, individually

EXHIBIT A

FORM OF GENERAL RELEASE

General Release and Waiver

This General Release and Waiver ("**Release**") is made and entered into as of _____ (the "**Release Date**"), by and between CESCO THERAPEUTICS INC., a Delaware corporation ("**Employer**"), and XIAOCHUN (CHRIS) XU ("**Executive**"). Employer and/or Executive may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

In consideration of the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

1. Separation. Executive's employment with Employer ended effective _____.

2. Payment and Benefits. In consideration of the promises made in this Release, Employer has agreed to pay Executive the benefits described in Sections 6.2 and 6.3 of that certain Executive Employment Agreement made and entered into as of November 13, 2017, by and between the Parties (the "**Employment Agreement**"). Executive understands and acknowledges that the benefits described in this Section 2 constitute benefits in excess of those to which Executive would be entitled without entering into this Release. Executive acknowledges that such benefits are being provided by Employer as consideration for Executive entering into this Release, including the release of claims and waiver of rights provided in Section 3 of this Release.

3. Release of Claims and Waiver of Rights.

(a) Executive, on Executive's own behalf and that of Executive's spouse, heirs, executors or administrators, assigns, insurers, attorneys and other persons or entities acting or purporting to act on Executive's behalf (the "**Executive's Parties**"), hereby irrevocably and unconditionally release, acquit and forever discharge Employer, its affiliates, subsidiaries, directors, officers, employees, shareholders, partners, agents, representatives, predecessors, successors, assigns, insurers, attorneys, benefit plans sponsored by Employer and said plans' fiduciaries, agents and trustees (the "**Released Parties**"), from any and all actions, cause of action, suits, claims, obligations, liabilities, debts, demands, contentions, damages, judgments, levies and executions of any kind, whether in law or in equity, known or unknown, which the Executive's Parties have, have had, or may in the future claim to have against the Released Parties by reason of, arising out of, related to, or resulting from Executive's employment with Employer or the termination thereof. This release specifically includes without limitation any claims arising in tort or contract, any claim based on wrongful discharge, any claim based on breach of contract, any claim arising under federal, state or local law prohibiting race, sex, age, religion, national origin, handicap, disability or other forms of discrimination, any claim arising under federal, state or local law concerning employment practices, and any claim relating to compensation or benefits. This specifically includes, without limitation, any claim which the Executive has or has had under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, as amended, and the Employee Retirement Income Security Act of 1974, as amended. It is understood and agreed that the waiver of benefits and claims contained in this section does not include: (i) a waiver of the right to payment of any vested, nonforfeitable benefits to which the Executive or a beneficiary of the Executive may be entitled under the terms and provisions of any employee benefit plan of Employer which have accrued as of the separation date; (ii) a waiver of the right to benefits and payment of consideration to which Executive may be entitled under the Employment Agreement or any of the agreements contemplated thereby (including indemnification agreements and the stock option agreements); and (iii) a waiver of any rights to indemnification under the Certificate of Incorporation or Bylaws of the Employer or an subsidiary of Employer or under applicable law and regulation. Executive acknowledges that he is only entitled to the severance benefits and compensation set forth in the Employment Agreement, and that all other claims for any other benefits or compensation are hereby waived, except those expressly stated in the preceding sentence.

Nothing in this Release shall be deemed to require the waiver or release of any claim that may not be released or waived under applicable federal or state law.

(b) Executive hereby acknowledges that he understands that under this Release he is releasing any known or unknown claims he may have arising out of, related to, or resulting from Executive's employment with Employer or the termination thereof (the "**Released Claims**"). He therefore acknowledges that he has read and understands Section 1542 of the California Civil Code, which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Executive expressly waives and relinquishes all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the Released Claims.

4. Acknowledgment of Waiver of Claims under ADEA. Executive acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 (“**ADEA**”) and that this waiver and release is knowing and voluntary. Executive acknowledges that the consideration given for this Release is in addition to anything of value to which Executive already is entitled. Executive further acknowledges that Executive has been advised by this writing that:

- (a) the release and waiver granted herein does not relate to claims under the ADEA which may arise after this Release is executed;
- (b) Executive should consult with an attorney *prior* to executing this Release;
- (c) Executive has at least twenty-one (21) days within which to consider this Release as it relates to claims under the ADEA, although Executive may accept the terms of this Release at any time within those 21 days and earlier execute this Release;

and (d) Executive has seven (7) days following the execution of this Release to revoke this Release as it relates to claims under the ADEA;

(e) This Release will not be effective as it relates to claims under the ADEA until the revocation period has expired, which will be the eighth (8th) day after this Release is executed by both Parties, and the severance payments described in the Employment Agreement will not be paid until this Release has become effective and all statutory revocation periods have expired.

5. Non-Disparagement. The parties agree to treat each other respectfully and professionally and not disparage the other party, and the other party's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both the Executive and Employer will respond accurately and fully to any question, inquiry or request for information when required by the legal process.

6. No Admissions. Employer denies that it or any of its employees or agents has taken any improper action against Executive. Nothing contained herein shall be deemed as an admission by Employer of any liability of any kind to Executive, all such liability being expressly denied. Further, this Release shall not be admissible in any proceeding as evidence of improper action by Employer or any of its employees or agents.

7. Non-Waiver. Employer's waiver of a breach of this Release by Executive shall not be construed or operate as a waiver of any subsequent breach by Executive of the same or of any other provision of this Release.

8. Restrictive Covenants. Executive understands that the covenants in Sections 7 through 10 of the Employment Agreement survive the termination of his employment with Employer.

9. Amendment, Waiver. No amendment or variation of the terms of this Release shall be valid unless made in writing and signed by Executive and Employer. A waiver of any term or condition of this Agreement shall not be construed as a general waiver by Employer. Failure of either Employer or Executive to enforce any provision or provisions of this Agreement shall not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

10. Construction. The terms set forth in Section 11 and Sections 14.1, 14.2, 14.3, 14.7 and 14.9 of the Employment Agreement shall apply to this Release, *provided* that the word "Release" shall take the place of the word "Agreement" in such Sections, where applicable.

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

IN WITNESS WHEREOF, the Parties have executed this Release as of dates set forth below their respective signatures below.

EMPLOYER:

EXECUTIVE:

CESCA THERAPEUTICS INC.

By: _____

Xiaochun (Chris) Xu

Date: _____

Date: _____

[Signature Page to General Release and Waiver]

AMENDMENT NO. 1 TO EXECUTIVE EMPLOYMENT AGREEMENT

This is Amendment No. 1, dated November 13, 2017 (this "Amendment No. 1"), to an Executive Employment Agreement dated February 15, 2017 (the "Employment Agreement"), between Cesca Therapeutics Inc., a Delaware corporation (the "Company"), and Vivian Liu, an individual residing in the State of California ("Executive"). Capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the meanings ascribed thereto in the Employment Agreement.

Background

WHEREAS, pursuant to the terms of the Employment Agreement, Executive is employed as Chief Operating Officer of the Company; and

WHEREAS, Section 4.4 of the Employment Agreement provides for certain annual equity grants to be made to Executive in connection with her employment; and

WHEREAS, the Company and the Executive desire to hereby amend Section 4.4 of the Employment Agreement in the manner set forth below.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby, and in consideration of the mutual covenants herein contained, agree as follows:

Terms

1. Section 4.4 of the Employment Agreement is hereby deleted in its entirety and replaced with the following:

4.4 Stock Option Grants. On a date to be determined by the Compensation Committee of the Board of Directors (but no later than December 29, 2017), Executive will be granted an option to purchase up to 250,000 shares of the Company Common Stock ("Options") under the Company's 2016 Equity Incentive Plan, as amended, (the "Plan") pursuant to an option agreement in the form determined by the Board of Directors (the "Option Agreement"). Subject to the terms and conditions of the Option Agreement, the Options will vest as to 20% of the shares subject to the Option (the "Option Shares") on each of the first five anniversaries of the grant date; provided, however, that the Options shall not be exercisable unless and until the stockholders of the Company approve the November 2017 amendment to the Plan increasing the number of shares issuable under the Plan to 1,3250,000 shares, and only if such amendment is approved by the stockholders within one year of the adoption of the amendment. The exercise price of the Options will be equal to 100% of the fair market value of share of Employer Common Stock on the grant date, and the Options will expire on the tenth anniversary of the Effective Date. In the event of a conflict between the terms hereof and the terms of the Option Agreement and/or the Plan, the terms of the Option Agreement and/or the Plan will control. The foregoing equity grant will be in addition to any grants made to Executive prior to November 13, 2017. The Board may, in its absolute discretion, choose to grant Executive additional options in the future.

2. Nothing set forth in this Amendment No. 1 shall affect any equity grants made to Executive prior to the date of this Amendment No. 1.

3. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one document.

4. This Amendment No. 1, together with the Employment Agreement, contains the final, complete, and exclusive expression of the parties' understanding and agreement concerning the matters contemplated herein and supersedes any prior or contemporaneous agreement of representation, oral or written, among them.

5. This instrument shall be binding upon, and shall inure to the benefit of, each of the parties' respective personal representatives, heirs, successors, and assigns.

6. This instrument shall be governed by, and construed and enforced in accordance with the laws of the State of California, and any disputes arising hereunder shall be resolved in the manner set forth in Section 11 of the Employment Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year first written above.

CESCA THERAPEUTICS INC.

By: /s/ Xiaochun Xu
Xiaochun (Chris) Xu, President

EXECUTIVE

By: /s/ Vivian Liu
Vivian Liu, individually

Option Number: [_____]

**CESCA THERAPEUTICS INC.
Notice of Grant of Stock Options and Option Agreement**

[NAME]
[ADDRESS]

Dear Participant:

Pursuant to the terms and conditions of the Cesca Therapeutics Inc. 2016 Equity Incentive Plan (as amended from time to time, the "Plan"), you have been granted an [Incentive/Non-Qualified] Stock Option to purchase [_____] shares of common stock (the "Option") as outlined below.

Granted To:	[NAME]
Grant Date:	[GRANT DATE]
Options Granted:	[_____]
Exercise Price per Share:	[\$[_____]]
Expiration Date:	[EXPIRATION DATE]
Vesting Schedule:	[LIST EACH SPECIFIC TRANCHE AMOUNT AND THE VESTING DATES OR DESCRIBE OTHER APPLICABLE VESTING SCHEDULE]

Notwithstanding the above, no portion of this Option may be exercised unless and until the Company's stockholders have voted to approve the Amendment to Cesca Therapeutics Inc. 2016 Equity Incentive Plan adopted by the Board of Directors of the Company on November 13, 2017. This Option shall be deemed cancelled and void without any further action by the Company or Participant if the Company's stockholders have not approved the Plan on or before November 13, 2018.

Any portion of this Option not exercised prior to the Expiration Date will become null and void.

This Option grant is subject to all of the Terms and Conditions attached hereto and incorporated herein by reference. The capitalized terms used in this Option will have the same meanings as set forth in the Plan. A Summary of the Plan and a copy of the Plan is provided herewith.

CESCA THERAPEUTICS INC.

PARTICIPANT

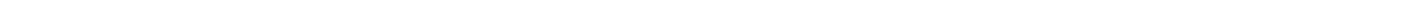
By: _____ (signature)
Corporate Secretary

_____ (signature)

Date: _____

Date: _____

Notice: All notices to be given by either party to the other will be in writing and may be transmitted by overnight courier; or mail, registered or certified, postage prepaid with return receipt requested; or personal delivery; or facsimile transmission, provided, however, that notices of change of address or facsimile number will be effective only upon actual receipt by the other party. Notices will be delivered to Cesca Therapeutics Inc., 2711 Citrus Road, Rancho Cordova, California 95742, Attn: Corporate Secretary and to the Participant at the last known address of the Participant as provided to Cesca Therapeutics Inc.



Terms And Conditions Of Option Agreement

Cesca Therapeutics Inc. is referred to as "Company" and the person to whom the Option is granted is referred to as "Participant".

1. **Plan Controls.** The terms contained in the Plan are incorporated into and made a part of this Option and this Option will be governed by and construed in accordance with the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Option, the provisions of the Plan will be controlling and determinative.

2. **Manner of Exercise.** The vested portion of this Option may be exercised from time to time, in whole or in part, by delivery to the Company at its principal office of a stock option exercise agreement (the "Exercise Agreement") substantially in the form attached hereto (the "Form"), which need not be the same for each Participant, stating the number of Shares being purchased, the restrictions imposed on the Shares purchased under such Exercise Agreement, if any, and such representations and agreements regarding the Participant's investment intent and access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws. The Form must be duly executed by Participant and be accompanied by payment in cash, or by check payable to the Company, in full for the Exercise Price for the number of Shares being purchased. Alternatively, but only if the Committee or other party to whom the Committee properly delegates powers under Plan (the "Administrator") authorizes at the time of exercise at its sole discretion, and where permitted by law (i) by surrender of Shares of the Company that have been owned by the Participant for more than six (6) months or lesser period if the surrender of Shares is otherwise exempt from Section 16 of the Exchange Act and if such Shares were purchased from the Company by use of a promissory note, such note has been fully paid with respect to such Shares, (ii) by forfeiture of Shares equal to the value of the exercise price pursuant to a "net exercise" as provided for in the Plan, (iii) by broker sale by following the required instructions therefor including as so authorized by the Administrator in its sole discretion instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds necessary to pay the exercise price and the amount of any required tax or other withholding obligations, or (iv) by any combination of the foregoing methods of payment or any other consideration or method of payment.

3. **Privileges Of Stock Ownership.** Participant will not have any of the rights of a stockholder with respect to any Shares until the Shares are issued to Participant. The Company will issue (or cause to be issued) such stock certificate promptly upon exercise of this Option. All certificates for Shares or other securities delivered will be subject to such stock transfer orders, legends and other restrictions as the Administrator may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the Securities and Exchange Commission ("SEC") or any stock exchange or automated quotation system upon which the Shares may be listed or quoted. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued.

4. **Notification of Disposition.** Participant agrees to notify the Company in writing within 30 days of any disposition of Shares acquired pursuant to the exercise of this Option.

5. **Withholding.** The Company may require the Participant to remit to the Company by cash or check payable to the Company, an amount sufficient to satisfy federal, state and local taxes and FICA withholding requirements whenever Shares are to be issued upon exercise of this Option or Shares are forfeited pursuant to a "net exercise", or when under applicable tax laws, Participant incurs tax liability in connection with the exercise or vesting of this Option. Any such payment must be made promptly when the amount of such obligation becomes determinable. In lieu thereof, the Company may withhold the amount of such taxes from any other sums due or to become due from the Company as the Administrator will prescribe.

To the extent permissible by law, and at its sole discretion, the Administrator may permit the Participant to satisfy any such withholding tax at the time of exercise, in whole or in part, with Shares up to an amount not greater than the Company's minimum statutory withholding rate for federal and state tax purposes, including payroll taxes. The Administrator may exercise its discretion, by (i) directing the Company to apply Shares to which the Participant is entitled as a result of the exercise of this Option, or (ii) delivering to the Company Shares owned by the Participant for more than six (6) months, unless the delivery of the Shares is otherwise exempt from Section 16 of the Exchange Act; but Participant may only satisfy his or her withholding obligation with Shares that are not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

6. Exercise After Certain Events.

6.1. Termination of All Services. If for any reason other than Retirement, permanent and total disability or death, Participant terminates all services to the Company, as an employee, consultant, advisor, or in a similar capacity, vested Options held at the date of such termination may be exercised, in whole or in part, at any time within three (3) months after the date of such termination (but in no event after the earlier of (i) the expiration of this Option and (ii) 10 years from the Grant Date).

6.2. Retirement. If Participant ceases all services to the Company as an employee, consultant, advisor or in a similar capacity as a result of Retirement, Participant need not exercise this Option within three (3) months of termination of such services but will be entitled to exercise vested Options held at the date of such termination within the maximum term of this Option. The term "Retirement" as used herein means such termination of services as will entitle Participant to early or normal retirement benefits under any then existing pension or salary continuation plans of the Company excluding 401(k) participants (except as otherwise covered under other pension or salary continuation plans).

6.3. Permanent Disability and Death. If Participant becomes permanently and totally disabled while rendering services to the Company as an employee, consultant, advisor or in a similar capacity, or dies in a work-related event while employed by the Company (including as an officer of the Company), vested Options then held may be exercised by Participant, Participant's personal representative, or by the person to whom this Option is transferred by will or the laws of descent and distribution, in whole or in part, at any time within 1 year after the termination of services because of the disability or death (but in no event after the earlier of (i) the expiration date of this Option, and (ii) 10 years from the Grant Date).

6.4. Cancellation of Awards. In the event Participant's services to the Company have been terminated for "Cause", he or she will immediately forfeit all rights to this Option. The determination by the Board that termination was for Cause will be final and conclusive. In making its determination, the Board will give Participant an opportunity to appear and be heard at a hearing before the full Board and present evidence on the Participant's behalf.

7. Restrictions on Transfer of Option. This Option will not be transferable by Participant other than by will or by the laws of descent and distribution and during the lifetime of Participant, only Participant, his guardian or legal representative may exercise this Option except that Participant may transfer this Option to a spouse pursuant to a property settlement, agreement, or court order incident to a divorce. In addition, at the discretion of the Administrator, this Option may be transferred without payment of consideration to the following family members of Participant, including adoptive relationships: a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, former spouse (whether by gift or pursuant to a domestic relations order), any person sharing the employee's household (other than a tenant or employee), a family-controlled partnership, corporation, limited liability company and trust, or a foundation in which family members heretofore described control the management of assets. The assigned portion may only be exercised by the person or persons who acquire a proprietary interest in this Option pursuant to the assignment. The terms applicable to the assigned portion will be the same as those in effect for this Option immediately prior to such assignment and will be set forth in such documents issued to the assignee as the Administrator may deem appropriate. A request to assign an Option may be made only by delivery to the Company of a written stock option assignment request in a form approved by the Administrator, stating the number of Options and Shares underlying Options requested for assignment, that no consideration is being paid for the assignment, identifying the proposed transferee, and containing such other representations and agreements regarding the Participant's investment intent and access to information and other matters, if any, as may be required or desirable by the Company to comply with applicable securities laws.

Participant may designate a beneficiary to exercise this Option after Participant's death. If no beneficiary has been designated or survives Participant, payment will be made to Participant's estate. Subject to the foregoing, a beneficiary designation may be changed or revoked by Participant at any time, provided the change or revocation is filed with the Administrator.

8. Dissolution, Liquidation and Merger.

8.1. Company Not The Survivor. In the event of a dissolution or liquidation of the Company, a merger, consolidation, combination or reorganization in which the Company is not the surviving corporation, or a sale of substantially all of the assets of the Company (as determined in the sole discretion of the Board), the Administrator, in its absolute discretion, may cancel this Option upon payment in cash or stock, or combination thereof, as determined by the Board, to Participant of the amount by which any cash and the fair market value of any other property which Participant would have received as consideration for the Shares covered by this Option if the Option had been exercised before such liquidation, dissolution, merger, consolidation, combination, reorganization or sale exceeds the Exercise Price of this Option or negotiate to have this Option assumed by the surviving corporation. In addition to the foregoing, subject to any provisions set forth in a written employment agreement or change-in-control agreement (or similar written agreement) between the Company and Participant, in the event of a dissolution or liquidation of the Company, or a merger, consolidation, combination or reorganization, in which the Company is not the surviving corporation, the Administrator, in its absolute discretion, may accelerate the time within which this Option may be exercised.

8.2. Company is the Survivor. In the event of a merger, consolidation, combination or reorganization in which the Company is the surviving corporation, the Board will determine the appropriate adjustment of the number and kind of securities with respect to which outstanding Options may be exercised, and the exercise price at which outstanding Options may be exercised. The Board will determine, in its sole and absolute discretion, when the Company will be deemed to survive for purposes of the Plan.

9. No Obligation To Employ. Nothing in the Plan or this Option will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or a subsidiary, or to limit in any way the right of the Company or a subsidiary, to terminate Participant's employment or other relationship at any time, with or without cause.

10. Compliance With Code Section 162(m). At all times when the Administrator determines that compliance with Code Section 162(m) is required or desired, this Option if granted to a named executive officer (as defined under the rules and regulations promulgated by the SEC) will comply with the requirements of Section 162(m). In addition, in the event that changes are made to Section 162(m) to permit greater flexibility with respect to this Option, the Administrator may, subject to this provision make any adjustments it deems appropriate.

11. Compliance With Code Section 409A. Notwithstanding any provision of the Plan to the contrary, if any provision of the Plan or this Option contravenes any regulations or Treasury guidance promulgated under Code Section 409A or could cause this Option or any Award to be subject to the interest and penalties under Section 409A, such provision of the Plan or this Option will be modified to maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Section 409A. In addition, in the event that changes are made to Section 409A to permit greater flexibility with respect to this Option, the Administrator may make any adjustments it deems appropriate.

12. Code Section 280G. Notwithstanding any other provision of the Plan to the contrary, if the right to receive or benefit from this Option, either alone or together with payments that Participant has a right to receive from the Company, would constitute a “parachute payment” (as defined in Code Section 280G), all such payments will be reduced to the largest amount that will result in no portion being subject to the excise tax imposed by Code Section 4999.

13. Securities Law And Other Regulatory Compliance. The Company will not be obligated to issue any Shares upon exercise of this Option unless such Shares are at that time effectively registered or exempt from registration under the federal securities laws and the offer and sale of the Shares are otherwise in compliance with all applicable securities laws. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any state securities laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so. Upon exercising all or any portion of this Option, Participant may be required to furnish representations or undertakings deemed appropriate by the Company to enable the offer and sale of the Shares or subsequent transfers of any interest in such Shares to comply with applicable securities laws. Evidences of ownership of Shares acquired upon exercise of this Option will bear any legend required by, or useful for purposes of compliance with, applicable securities laws, the Plan or this Option.

14. Arbitration.

14.1 General. Any controversy, dispute, or claim arising out of or relating to this Option which cannot be amicably settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date either the Company or Participant notifies the other in writing that such dispute or disagreement exists will be settled by arbitration. Said arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

14.2 Injunctive Actions. Nothing herein contained will bar the right of either the Company or Participant to seek to obtain injunctive relief or other provisional remedies against threatened or actual conduct that will cause loss or damages under the usual equity rules including the applicable rules for obtaining preliminary injunctions and other provisional remedies.

15. Tax Effect. The federal and state tax consequences of stock options are complex and subject to change. Each person should consult with his or her tax advisor before exercising this Option or disposing of any Shares acquired upon the exercise of this Option.

16. Entire Agreement. This Option including the Terms and Conditions and the Plan constitute the entire contract between the Company and Participant hereto with regard to the subject matter hereof. They supersede any other agreements, representations or understandings (whether oral or written and whether express or implied), which relate to the subject matter hereof.
17. Severability. In the event that any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement will remain valid and in full force and effect.
18. Choice of Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, as such laws are applied to contracts entered into and performed in such State.
19. Binding Effect. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, and successors.

CESCA THERAPEUTICS INC.
Notice of Intent to Exercise Cesca Therapeutics Inc. Stock Options

To: Stock Administrator

I hereby give notice to Cesca Therapeutics Inc. of my intent to exercise the following stock options on _____, 20__:

(A) Grant Date	(B) Number of Options	(C) Exercise Price	(B X C) Payment Due
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Method of Payment

- _____ Personal Check
- _____ Exchange of Previously Owned Shares
- _____ Net Exercise
- _____ Broker Check (Same Day Sale)
- _____ Brokerage Company _____

Your method of payment may result in a tax liability including alternative minimum tax. You are strongly urged to consult your tax advisor before exercising your options.

Signature

Date

Name