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

FORM S-8

**REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933**

MOLEKULE GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

45-3213164

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

10455 Riverside Drive

Palm Beach Gardens, Florida

(Address of Principal Executive Offices)

33410

(Zip Code)

**NON-PLAN INDUCEMENT RESTRICTED STOCK UNIT AWARD GRANT NOTICE
AND RESTRICTED STOCK UNIT AGREEMENT
(Full title of the plan)**

Jason DiBona

c/o Molekule Group, Inc.

10455 Riverside Drive

Palm Beach Gardens, FL 33410

(833) 652-5326

(Name, address and telephone number, including area code, of agent for service)

Copies to:

Valerie Ford Jacob, Esq.

Freshfields Bruckhaus Deringer US LLP

601 Lexington Avenue

New York, New York 10022

(212) 277-4000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
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 7(a)(2)(B) of the Securities Act of 1933, as amended (the "Securities Act").

EXPLANATORY NOTE

The purpose of this Registration Statement on Form S-8 (this “Registration Statement”) is to register 500,000 shares of common stock, par value \$0.01 per share (the “Shares”), of Molekule Group, Inc. (the “Registrant”), issuable upon the vesting of restricted stock units granted to a newly hired employee (the “Inducement Award”).

The Inducement Award was approved by the Compensation Committee of the Registrant’s Board of Directors outside of, but subject to, certain administrative provisions generally consistent with the Registrant’s 2021 Incentive Award Plan and in accordance with Nasdaq Stock Market Rule 5635(c).

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information*

Item 2. Registrant Information and Employee Plan Annual Information*

* Information required by Part I to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act and the “Note” to Part I of Form S-8. The documents containing the information specified in this Part I of Form S-8 will be sent or given to the recipient of the Inducement Award covered by this Registration Statement, as specified by the U.S. Securities and Exchange Commission (the “Commission”), pursuant to Rule 428(b)(1) under the Securities Act. Such documents are not required to be and are not filed with the Commission either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed by the Registrant with the Commission are incorporated as of their respective dates in this Registration Statement by reference:

- (a) [The Registrant's annual report on Form 10-K/A for the fiscal year ended December 31, 2022 \(File No. 001-41096\), filed with the Commission on April 3, 2023;](#)
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), since the end of the fiscal year covered by the Registrant document referred to in (a) above; and
- (c) [The description of the Shares contained in and incorporated by reference into the Registrant's Registration Statement on Form 8-A filed with the Commission on November 19, 2021 and any amendment or report updating that description.](#)

All other documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (except for any portions of the Registrant's Current Reports on Form 8-K furnished pursuant to Item 2.02 or Item 7.01 thereof and any corresponding exhibits thereto not filed with the Commission, and other documents or information deemed furnished but not filed under the rules of the Commission), prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered hereby have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document all or a portion of which is incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not required.

Item 5. Interests of Named Experts and Counsel

None.

Item 6. Indemnification of Directors and Officers

Section 102 of the General Corporation Law of the State of Delaware permits a corporation to eliminate the personal liability of directors and officers of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director or officer, except where the director or officer breached his or her duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit, or with respect to any officer, any action by or in the right of the corporation. The Registrant's certificate of incorporation provides that no director or officer of the Registrant shall be personally liable to it or its stockholders for monetary damages for any breach of fiduciary duty as a director or officer, notwithstanding any provision of law imposing such liability, except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors or officers for breaches of fiduciary duty.

Section 145 of the General Corporation Law of the State of Delaware provides that a corporation has the power to indemnify a director, officer, employee, or agent of the corporation, or a person serving at the request of the corporation for another corporation, partnership, joint venture, trust or other enterprise in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he or she was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of such position, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the Court of Chancery or such other court shall deem proper.

The Registrant's certificate of incorporation and bylaws provide indemnification for its directors and officers to the fullest extent permitted by the General Corporation Law of the State of Delaware. The Registrant will indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the Registrant) by reason of the fact that he or she is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at the Registrant's request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the Registrant's best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The Registrant's certificate of incorporation and bylaws provide that it will indemnify any Indemnitee who was or is a party to an action or suit by or in the right of the Registrant to procure a judgment in its favor by reason of the fact that the Indemnitee is or was, or has agreed to become, a director or officer, or is or was serving, or has agreed to serve, at its request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the Registrant's best interests, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the Registrant, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by the Registrant against all expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. Expenses must be advanced to an Indemnitee under certain circumstances.

The Registrant maintains a general liability insurance policy that covers certain liabilities of directors and officers of the Registrant arising out of claims based on acts or omissions in their capacities as directors or officers.

Item 7. Exemption From Registration Claimed

Not applicable.

Item 8. Exhibits

The exhibits listed on the exhibit index at the end of this Registration Statement are included in this Registration Statement.

EXHIBITS

Exhibit No.	Description
4.1	Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Annual Report on Form 10-K (File No. 001-41096) filed with the Commission by the Registrant on March 31, 2023)
4.2	Second Amended and Restated Bylaws of the Registrant (incorporated by reference to Exhibit 3.3 to the Registrant's Form 8-K (File No. 001-41096) filed with the Commission by the Registrant on January 12, 2023)
4.3	Form of Common Stock Certificate of the Registrant (incorporated by reference to Exhibit 4.4 to the Registrant's Form S-8 (File No. 333-269209) filed with the Commission by the Registrant on January 13, 2023)
5.1*	Opinion of Freshfields Bruckhaus Deringer US LLP, counsel to the Registrant, regarding the legality of the securities being offered hereby (including consent)
23.1*	Consent of Citrin Cooperman & Company, LLP, Independent Registered Public Accounting Firm for the Registrant
23.2*	Consent of PricewaterhouseCoopers LLP, Independent Accountants for Molekule, Inc.
23.3*	Consent of Freshfields Bruckhaus Deringer US LLP (included in Exhibit 5.1)
24.1*	Power of Attorney (included as part of the signature pages to this Registration Statement)
99.1	Molekule Group, Inc. 2021 Incentive Award Plan (incorporated by reference to Exhibit 99.1 to the Registrant's Registration Statement on Form S-8 (File No. 333-261396) filed with the Commission by the Registrant on November 29, 2021)
99.2	Amendment to Molekule Group, Inc. 2021 Incentive Award Plan (incorporated by reference to Annex F of the Registrant's Registration Statement on Form S-4 (File No. 333-268872) filed with the Commission by the Registrant on December 19, 2022)
99.3*#	Inducement Award Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Agreement
107*	Filing Fee Table

* Filed herewith

Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant hereby undertakes to furnish supplemental copies of any of the omitted schedules upon request by the SEC; provided, that the Registrant may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any schedules so furnished.

Item 9. Undertakings

- (a) The undersigned Registrant hereby undertakes:
- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and
 - (iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.
 - (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and
 - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (c) The undersigned Registrant hereby undertakes that, insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Palm Beach Gardens, State of Florida on the 13th day of April, 2023.

MOLEKULE GROUP, INC.

By: /s/ Jason DiBona

Name: Jason DiBona

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints each of Jason DiBona and Ryan Tyler as such person's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments to the Registration Statement, including post-effective amendments, and registration statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, and does hereby grant unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that each said attorney-in-fact and agent, or any substitute therefor, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities indicated on the 13th day of April, 2023:

<u>Name</u>	<u>Title</u>
<u>/s/ Jason DiBona</u> Jason DiBona	Chief Executive Officer (Principal Executive Officer)
<u>/s/ Ryan Tyler</u> Ryan Tyler	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
<u>/s/ Amin J. Khoury, Ph.D. (Hon)</u> Amin J. Khoury, Ph.D. (Hon)	Chairman of the Board
<u>/s/ David Helfet, M.D.</u> David Helfet, M.D.	Director
<u>/s/ Michael Senft</u> Michael Senft	Director
<u>/s/ Thomas P. McCaffrey</u> Thomas P. McCaffrey	Director
<u>/s/ Heather Floyd</u> Heather Floyd	Director
<u>/s/ Timothy J. Scannell</u> Timothy J. Scannell	Director
<u>/s/ Stephen M. Ward, Jr.</u> Stephen M. Ward, Jr.	Director
<u>/s/ Brad Feld</u> Brad Feld	Director

Molekule Group, Inc.
10455 Riverside Drive
Palm Beach Gardens, FL 33410



New York

601 Lexington Avenue, 31st Floor
New York, NY 10022
T +1 (212) 277-4000

www.freshfields.com

April 13, 2023

Ladies and Gentlemen:

We are acting as counsel to Molekule Group, Inc., a Delaware corporation (the **Company**), in connection with the preparation and filing with the Securities and Exchange Commission (the **Commission**) of a registration statement on Form S-8 (as amended from time to time, the **Registration Statement**), under the Securities Act of 1933, as amended (the **Securities Act**), relating to 500,000 shares of common stock, par value \$0.01 per share, of the Company (the **Shares**), issuable pursuant to the Inducement Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Agreement, effective April 14, 2023, by and between the Company and Ryan M. Patch (the **Agreement**).

This opinion is confined to the General Corporation Law of the State of Delaware, as currently in effect. Accordingly, we express no opinion herein with regard to any other laws. The opinion expressed herein is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein. We do not undertake to advise you of changes in law or facts that may come to our attention after the date of this letter.

We have examined and have relied as to matters of fact upon such corporate and other records, agreements, documents and other instruments and certificates or comparable documents of public officials and of officers and representatives of the Company and such other persons, and we have made such other investigations, as we have deemed relevant and necessary as a basis for the opinion expressed below.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals and the conformity with authentic originals of all documents submitted to us as copies. As to any facts material to the opinion expressed herein that we did not independently establish or verify, we have relied, without independent verification, upon oral or written statements and representations of public officials, officers and other representatives of the Company. We have also assumed that the grants or awards under the Agreement have been duly authorized by all necessary corporate action and duly granted or awarded and exercised in accordance with the requirements of law and the Agreement (and the agreements and awards duly adopted thereunder and in accordance therewith).



Freshfields Bruckhaus Deringer is an international legal practice operating through Freshfields Bruckhaus Deringer US LLP, Freshfields Bruckhaus Deringer LLP, Freshfields Bruckhaus Deringer (a partnership registered in Hong Kong), Freshfields Bruckhaus Deringer Law office, Freshfields Bruckhaus Deringer Foreign Law Office, Studio Legale associato a Freshfields Bruckhaus Deringer, Freshfields Bruckhaus Deringer Rechtsanwälte Steuerberater PartG mbB, Freshfields Bruckhaus Deringer Rechtsanwälte PartG mbB and other associated entities and undertakings. For further regulatory information please refer to www.freshfields.com/support/legal-notice.

Based upon the foregoing, and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that the Shares have been authorized by the Company and, when the Shares are issued by the Company in accordance with the terms of the Agreement pursuant to which the awards related to the Shares are made, the Shares will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Sincerely yours,



CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement of Molekule Group, Inc. (formerly known as AeroClean Technologies, Inc.) and Subsidiary (the “Company”) on Form S-8 of our report dated March 31, 2023, relating to the consolidated financial statements appearing in the Annual Report on Form 10-K, as amended, of the Company for the year ended December 31, 2022. Our report contains an explanatory paragraph regarding substantial doubt about the Company’s ability to continue as a going concern.

/s/ CITRIN COOPERMAN & COMPANY, LLP

New York, New York

April 13, 2023

CONSENT OF INDEPENDENT AUDITORS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Molekule Group, Inc. of our report dated October 1, 2022, except for the effects of the reverse stock split discussed in Note 11, as to which the date is November 9, 2022, relating to the financial statements of Molekule, Inc., which appears in Molekule Group, Inc.'s Current Report on Form 8-K dated January 12, 2023.

/s/ PricewaterhouseCoopers LLP

San Francisco, California
April 13, 2023

MOLEKULE GROUP, INC.
INDUCEMENT AWARD RESTRICTED STOCK UNIT AWARD GRANT NOTICE AND RESTRICTED
STOCK UNIT AGREEMENT

Molekule Group, Inc., a corporation organized under the laws of Delaware (the “Company”), hereby grants to the holder listed below (“Participant”) the number of restricted stock units set forth below (the “RSUs”), effective April 14, 2023. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (this “Grant Notice”) and the Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the “Agreement”), which is incorporated herein by reference. The RSUs are being granted as an inducement material to Participant’s entry into employment pursuant to Nasdaq Stock Market Rule 5635(c)(4). The RSUs are not granted under the Molekule Group, Inc. 2021 Incentive Award Plan (the “Plan”) or any other equity plan of the Company, but will be subject to the terms and conditions set forth in the Plan, other than Articles 3.1, 5, 6, 7, 9, and 12.3 thereof (the “Excluded Sections”), as if the RSUs were a restricted stock unit granted under the Plan; *provided* that for the avoidance of doubt, the shares of common stock, par value \$0.01 per share, (the “Shares”) subject to the RSUs shall not reduce and shall have no impact on the number of shares available for grant under the Plan. The terms and conditions of the Plan applicable to an award of restricted stock units granted under the Plan, other than the Excluded Sections, are incorporated herein by reference and made a part of the Agreement.

Participant:	Ryan M. Patch
Grant Date:	April 14, 2023
Vesting Start Date:	April 10, 2023
Number of RSUs:	500,000
Vesting Schedule:	See Exhibit B

Withholding Tax Election:

By accepting the RSUs, Participant understands and agrees that as a condition of the grant of the RSUs hereunder, Participant is required to, and hereby affirmatively instructs and irrevocably authorizes the Company to instruct any brokerage firm determined acceptable by the Company to sell on Participant’s behalf a whole number of Shares from those Shares that are subject to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy any applicable federal, state, local and foreign taxes (including the employee portion of any payroll taxes due pursuant to the U.S. Federal Insurance Contributions Act (“FICA”)) required by Applicable Law (as defined in the Plan) to be withheld. Furthermore, Participant directs the Company to make a cash payment in respect of the required tax withholdings from the cash proceeds of such sale(s) directly to the appropriate taxing authorities. Participant has carefully reviewed Section 2.5 of the Agreement and Participant hereby represents and warrants that on the date hereof he or she is not aware of any material, non-public information with respect to the Company or any securities of the Company, is not subject to any legal, regulatory or contractual restriction that would prevent such sales, does not have and will not attempt to exercise, authority, influence or control over any sales of Shares effected pursuant to the Agreement, and is entering into the Agreement and this election to “sell to cover” in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 (regarding trading of the Company’s securities on the basis of material nonpublic information) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). It is Participant’s intent that this election to “sell to cover” complies with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and be interpreted to comply with the requirements of Rule 10b5-1(c) under the Exchange Act.

By Participant’s signature below, Participant agrees to be bound by the terms and conditions of the Agreement and this Grant Notice. Participant has reviewed the Agreement and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Agreement and the Plan (to the extent the terms of the Plan apply to the RSUs). Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under this Grant Notice, the Agreement or the Plan (as it relates to the RSUs).

MOLEKULE GROUP, INC.

By: /s/ Ryan Tyler
Name: Ryan Tyler
Title: Chief Financial Officer

PARTICIPANT

By: /s/ Ryan M. Patch
Name: Ryan M. Patch

EXHIBIT A
TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE
RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the Grant Notice to which this Restricted Stock Unit Award Agreement (this “Agreement”) is attached, the Company has granted to Participant the number of RSUs set forth in the Grant Notice.

ARTICLE I.
GENERAL

Section 1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan, the Grant Notice, or the employment agreement entered into by Participant and the Company on April 10, 2023 attached hereto as **Exhibit C** (the “Employment Agreement”). For purposes of this Agreement, the following terms shall have the following meanings:

- (a) “Company Group” shall mean the Company and its Subsidiaries.
- (b) “Company Group Member” shall mean each member of the Company Group.

Section 1.2 Incorporation of Terms of Plan. The RSUs are subject to the terms and conditions set forth in this Agreement, and the terms and conditions of the Plan applicable to an award of restricted stock units granted under the Plan (other than the Excluded Sections), and such terms and conditions are incorporated herein by reference and made a part of this Agreement. If there is any conflict between the terms of the Plan (other than the Excluded Sections) and this Agreement, the terms of the Plan shall control.

ARTICLE II.
AWARD OF RESTRICTED STOCK UNITS

Section 2.1 Award of RSUs. In consideration of Participant’s employment to be rendered to the Company by Participant and as a material inducement for Participant to accept employment from the Company, and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the “Grant Date”), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in the Grant Notice, the Plan (other than the Excluded Sections), and this Agreement, subject to adjustment as provided in Section 12.2 of the Plan. Each RSU represents the right to receive one Share (as defined below) at the times and subject to the conditions set forth herein. However, unless and until shares of Common Stock (“Shares”) are delivered in settlement of the RSUs, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

Section 2.2 Vesting of RSUs.

(a) Subject to Participant’s continued employment with a Company Group Member on each applicable vesting date and subject to the terms of this Agreement, including, without limitation, Section 2.2(b), (c) and (d), the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice.

(b) In the event Participant’s employment with the Company Group Members is terminated, except as otherwise provided in Section 2.2(c) or (d), or as may be otherwise provided by the Administrator or as set forth in a written agreement between Participant and the Company, including the Employment Agreement, Participant shall immediately forfeit any and all RSUs granted under this Agreement that have not vested or do not vest on or prior to the date on which such termination of employment occurs, and Participant’s rights in any such RSUs that are not so vested shall lapse and expire.

(c) In the event that Participant's employment with the Company Group Members is terminated by reason of death or Disability, then subject to Participant's execution and delivery to the Company of a general waiver and release of claims in a form reasonably acceptable to the Company, 100% of Participant's then unvested RSUs shall immediately accelerate and become vested and be settled with Participant within thirty (30) days from such termination of employment.

(d) In the event that Participant's employment with the Company Group is terminated without cause within twelve (12) months following a Change of Control (as defined in the Employment Agreement), then subject to Participant's execution and delivery to the Company of a general waiver and release of claims in a form reasonably acceptable to the Company, 100% of Participant's then outstanding RSUs shall become vested.

Section 2.3 Settlement of RSUs.

(a) Participant's RSUs shall be distributed in Shares (either in book-entry form or otherwise) as soon as administratively practicable following the vesting of the applicable RSU pursuant to Section 2.2, and, in any event, no later than 30 days following the date such vesting occurs. Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate federal securities laws or any other Applicable Law, provided that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and provided further that no payment or distribution shall be delayed under this Section 2.3(a) if such delay will result in a violation of Section 409A.

(b) All distributions shall be made by the Company in the form of whole Shares, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

Section 2.4 Conditions to Issuance of Shares. The Company shall not be required to issue or deliver any Shares underlying the RSUs prior to the fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the U.S. Securities and Exchange Commission or other governmental regulatory body, that the Administrator shall, in its absolute discretion, deem necessary or advisable, (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable, and (d) the receipt of full payment of any applicable withholding tax in accordance with Section 2.5 by the Company Group Member with respect to which the applicable withholding obligation arises.

Section 2.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company Group has the authority to deduct or withhold, or require Participant to remit to the applicable Company Group Member, an amount sufficient to satisfy any applicable federal, state, local, provincial and foreign taxes (including the employee portion of any taxes due pursuant to FICA) required by Applicable Law to be withheld with respect to any taxable event arising pursuant to this Agreement. Notwithstanding any other provision of this Agreement, the Company shall not be obligated to deliver any certificate representing Shares to Participant or Participant's legal representative or enter such Shares in book-entry form unless and until Participant or Participant's legal representative shall have paid or otherwise satisfied in full the amount of all federal, state and local taxes applicable to the taxable income of Participant resulting from the grant or vesting of the RSUs or the issuance of Shares. With respect to such tax withholding obligations, the Company shall instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of Shares from those Shares that are subject to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the minimum amount of any applicable federal, state, local and foreign taxes (including the employee portion of any FICA obligation) required by Applicable Law to be withheld, and to remit the proceeds of such sale to the Company Group Member with respect to which the withholding obligation arises. Participant's acceptance of this RSU constitutes Participant's instruction and irrevocable authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.5(a), including the transactions described in the previous sentence, as applicable.

(b) In the event of any broker-assisted sale of Shares in connection with the payment of withholding taxes as provided in Section 2.5(a): (i) any Shares to be sold through a broker-assisted sale will be sold on the day the tax withholding obligation arises, or as soon thereafter as practicable; (ii) such Shares may be sold as part of a block trade with participants in the Plan, in which Participant and the other participants in the block trade receive an average price; (iii) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (iv) to the extent the proceeds of such sale exceed the applicable tax withholding obligation, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (v) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable tax withholding obligation; and (vi) in the event the proceeds of such sale are insufficient to satisfy the applicable tax withholding obligation, Participant agrees to pay immediately upon demand to the Company Group Member with respect to which the withholding obligation arises, an amount in cash sufficient to satisfy any remaining portion of the applicable Company Group Member's withholding obligation.

(c) Participant is ultimately liable and responsible for, and, to the extent permitted by Applicable Law, agrees to indemnify and keep indemnified the Company Group from, all taxes owed in connection with the RSUs, regardless of any action any Company Group Member takes with respect to any tax withholding obligations that arise in connection with the RSUs. No Company Group Member makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or settlement of the RSUs or the subsequent sale of Shares. The Company Group does not commit and is under no obligation to structure the RSUs to reduce or eliminate Participant's tax liability.

Section 2.6 Rights as Stockholder. Neither Participant nor any Person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) will have been issued and recorded on the records of the Company or its transfer agents or registrars and delivered to Participant (including through electronic delivery to a brokerage account). Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

ARTICLE III. OTHER PROVISIONS

Section 3.1 Administration. The Administrator shall have the power to interpret the Plan, Grant Notice and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice and this Agreement as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested Persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice or this Agreement.

Section 3.2 RSUs Not Transferable. The RSUs may not be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution, unless and until the Shares underlying the RSUs have been issued, and all restrictions applicable to such Shares have lapsed. No RSUs or any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence. Notwithstanding the foregoing, with the consent of the Administrator, the RSUs may be transferred to Permitted Transferees, pursuant to any conditions and procedures the Administrator may require.

Section 3.3 Adjustments. The Administrator may accelerate the vesting of all or a portion of the RSUs in such circumstances as it, in its sole discretion, may determine. Participant acknowledges that the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12.2 of the Plan.

Section 3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

Section 3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

Section 3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

Section 3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the U.S. Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan, the Grant Notice and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

Section 3.8 Amendment, Suspension and Termination. This Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, *provided* that no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant.

Section 3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 3.2 and the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

Section 3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs, the Grant Notice and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

Section 3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an employee or other service provider of any Company Group Member or shall interfere with or restrict in any way the rights of any Company Group Member, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between a Company Group Member and Participant.

Section 3.12 Entire Agreement. The Plan (apart from the Excluded Sections), the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

Section 3.13 Section 409A. The RSUs are not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A. However, notwithstanding any other provision of the Plan, the Grant Notice or this Agreement, if at any time the Administrator determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other Person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for the RSUs either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

Section 3.14 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

Section 3.15 Limitation on Participant’s Rights. This Agreement confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs.

Section 3.16 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 3.17 Special Provisions for Restricted Stock Units Granted to Participants Outside the United States. If Participant performs services for the Company outside of the United States, this Agreement shall be subject to the special provisions, if any, for Participant’s country of residence, as may be set forth in a foreign appendix.

(a) If Participant relocates to another country during the life of this Agreement, special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with applicable foreign and local law.

(b) The Company reserves the right to impose other requirements on this Agreement, the RSUs and the Shares issued upon settlement of the RSUs, to the extent the Company determines it is necessary or advisable in order to comply with applicable foreign or local laws and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

EXHIBIT B
VESTING SCHEDULE

The RSUs shall become vested on the dates set forth below, *provided* that Participant is then employed by any Company Group Member, except as otherwise provided in this Agreement. Except as otherwise provided in this Agreement or an applicable written agreement between Participant and a Company Group Member, including the Employment Agreement between Participant and the Company, there will be no proportionate or partial vesting prior to each such vesting date and all vesting of applicable RSUs will occur only on such vesting date, subject to Participant's continued employment or other service with a Company Group Member through such vesting date.

Vesting Date	Number of RSUs Vesting
April 10, 2023	31,250
July 10, 2023	31,250
October 10, 2023	31,250
January 10, 2024	31,250
April 10, 2024	31,250
July 10, 2024	31,250
October 10, 2024	31,250
January 10, 2025	31,250
April 10, 2025	31,250
July 10, 2025	31,250
October 10, 2025	31,250
January 10, 2026	31,250
April 10, 2026	31,250
July 10, 2026	31,250
October 10, 2026	31,250
January 10, 2027	31,250

EXHIBIT C
EMPLOYMENT AGREEMENT

Calculation of Filing Fee Table

Form S-8
(Form Type)**Molekule Group, Inc.**

(Exact name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Newly Registered Securities							
Equity	Common stock, par value \$0.01 per share	Other ⁽²⁾	500,000 ⁽³⁾	\$ 1.70	\$ 850,000.00	0.00011020	\$ 93.67
Total Offering Amounts							\$ 93.67
Total Fee Offsets ⁽⁴⁾							\$ 0
Net Fee Due							\$ 93.67

(1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this Registration Statement shall also cover any additional shares of common stock, par value \$0.01 per share ("Common Stock"), of Molekule Group, Inc. (the "Registrant") that become issuable under the restricted stock units (the "Inducement Award") being registered pursuant to this Registration Statement as a result of any stock dividend, stock split, recapitalization, or other similar transaction effected without the receipt of consideration that results in an increase to the number of outstanding shares of Common Stock, as applicable.

(2) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) and (h) under the Securities Act and based upon the average of the high and low prices of the Common Stock as reported on the Nasdaq Capital Market on April 11, 2023.

(3) Consists of shares of the Registrant's Common Stock underlying the Inducement Award which will be granted to a newly hired employee on April 10, 2023 as an inducement material to his acceptance of employment with the Registrant.

(4) The Registrant does not have any fee offsets.