

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): April 27, 2017

Alliqua BioMedical, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36278
(Commission File Number)

58-2349413
(IRS Employer
Identification No.)

1010 Stony Hill Road
Suite 200
Yardley, Pennsylvania

(Address of principal executive offices)

19067

(Zip Code)

Registrant's telephone number, including area code: (215) 702-8550

(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 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

As previously reported, on January 26, 2017, Alliqua BioMedical, Inc. (the “Company”), AquaMed Technologies, Inc., a wholly owned subsidiary of the Company (the “Guarantor”), and Perceptive Credit Holdings, L.P. (“Perceptive”) entered into a Forbearance and Amendment Agreement, pursuant to which the parties agreed to certain amendments and modifications to the terms of the Credit Agreement and Guaranty, dated May 29, 2015, by and among the Company, the Guarantor and Perceptive (the “Credit Agreement”), including, among other things, an extension to the then effective forbearance period in respect of the Company’s default of a covenant pertaining to trailing twelve-month revenue under the Credit Agreement as of both September 30, 2016, and December 31, 2016, which was further extended by Amendment No.1 to Forbearance and Amendment Agreement, dated March 7, 2017.

On April 27, 2017, the Company, the Guarantor and Perceptive entered into Amendment No.2 to Forbearance and Amendment Agreement (the “Amendment”), pursuant to which Perceptive agreed to extend the forbearance period and to forbear from exercising any rights and remedies related to the Company’s default of a covenant pertaining to trailing twelve-month revenue under the Credit Agreement as of September 30, 2016, December 31, 2016, and March 31, 2017 (the “Specified Defaults”), until the earlier of (i) June 30, 2017, and (ii) the date when Perceptive becomes aware that any other default (other than the Specified Defaults) has occurred and is continuing (such earlier date, the “Termination Date”). Perceptive reserved the right, commencing on the Termination Date, to pursue any rights and remedies available to it under the Credit Agreement with respect to any of the Specified Defaults.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 2.03.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Amendment No.2 to Forbearance and Amendment Agreement, dated April 27, 2017, by and among Alliqua BioMedical, Inc., AquaMed Technologies, Inc. and Perceptive Credit Holdings, LP.

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.

ALLIQUA BIOMEDICAL, INC.

Dated: May 1, 2017

By: /s/ Brian Posner
Name: Brian Posner
Title: Chief Financial Officer

AMENDMENT NO.2 TO FORBEARANCE AND AMENDMENT AGREEMENT

This AMENDMENT NO. 2 TO FORBEARANCE AND AMENDMENT AGREEMENT, dated as of April 27, 2017 (this "*Amendment*"), is made by and among ALLIQUA BIOMEDICAL, INC., a Delaware Corporation (the "*Borrower*"), AQUAMED TECHNOLOGIES, INC., a Delaware corporation (the "*Guarantor*"); the Borrower and the Guarantor are each also referred to herein individually as an "*Obligor*" and collectively as the "*Obligors*") and PERCEPTIVE CREDIT HOLDINGS, L.P., a Delaware limited partnership (the "*Lender*"). Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided in the Forbearance Agreement (defined below).

RECITALS

WHEREAS, the Borrower, the Guarantor and the Lender are parties to a Forbearance and Amendment Agreement dated as of January 26, 2017 (as amended or otherwise modified, the "Forbearance Agreement"); and

WHEREAS, the Borrower has requested that the Lender agree to certain amendments and modifications to the Forbearance Agreement as further described herein; and

WHEREAS, the Lender is willing to agree to such amendments and modifications subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

**ARTICLE I
AMENDMENTS to FORBEARANCE AGREEMENT**

The provisions of the Forbearance Agreement referred to below are hereby amended in accordance with this Article I. Except as expressly so amended, the parties hereto expressly acknowledge and agree that all other terms and provisions of the Forbearance Agreement and each other Loan Document shall continue in full force and effect in accordance with its terms.

SECTION 1.1 Amendment to Section 2.1(a). Section 2.1(a) of the Forbearance Agreement is hereby amended and restated in its entirety as follows:

(a) The Borrower acknowledges and agrees that it was in Default of Section 8.4(b) of the Credit Agreement as of each of September 30, 2016, December 31, 2016 and March 31, 2017 (such Defaults being herein referred to as the "Specified Defaults"). The Lender hereby agrees that, with respect to the Specified Defaults (but only the Specified Defaults), it will refrain and forebear from exercising or pursuing any rights or remedies under the Credit Agreement or otherwise (including imposing a default rate of interest in respect of the Specified Defaults pursuant to Section 3.6 of the Credit Agreement) or any other Loan Document until (but only until) the Termination Date. Any term or provision hereof to the contrary notwithstanding, the Lender is not waiving any of its rights or remedies with respect to the Specified Defaults or any other Default, but instead is simply agreeing not to take remedial action with respect to the Specified Defaults until the Termination Date.

SECTION 1.2 Amendment to Section 2.1(b). Section 2.1(b) of the Forbearance Agreement is hereby amended and restated in its entirety as follows:

(b) The “**Termination Date**” shall mean the earlier of (i) June 30, 2017, and (ii) the date when the Lender becomes aware that any other Default (other than any Specified Default) has occurred and is continuing. Upon the occurrence of the Termination Date the Lender may, with respect to either or both of the Specified Defaults, pursue any rights and remedies available to it under the Credit Agreement or any other Loan Document, or pursuant to law or otherwise, with respect to any Defaults that have then occurred and are outstanding (including the Specified Defaults), including, but not limited to, declaring all or any portion of the outstanding principal amount of the Loan and other Obligations to be immediately due and payable, imposing a default rate of interest in respect of the Obligations in accordance with Section 3.6 of the Credit Agreement, or pursuing any or all other rights and remedies of the Lender as a secured party under the UCC, the Pledge and Security Agreement or any other Loan Document.

ARTICLE II MISCELLANEOUS

SECTION 2.1 Governing Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

SECTION 2.2 No Waiver. The Lender’s agreement not to pursue its rights and remedies until the occurrence of the Termination Date as described in Section 2.1 of the Forbearance Agreement is temporary and limited in nature. Except as expressly provided herein, (i) nothing contained herein shall be deemed to constitute a waiver of the Specified Defaults or any other Default or Event of Default or compliance with any term or condition contained in the Credit Agreement or any of the other Loan Documents or constitute a course of conduct or dealing among the parties and (ii) the Lender reserves all rights, privileges and remedies under the Credit Agreement and the other Loan Documents.

SECTION 2.3 Severability. In case any provision of or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 2.4 Integration. This Amendment incorporates all negotiations of the parties hereto with respect to the subject matter hereof and is the final expression and agreement of the parties hereto with respect to the subject matter hereof.

SECTION 2.5 Loan Document Pursuant to Credit Agreement. This Amendment is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Credit Agreement, as amended hereby, including Article XI thereof and all rules of interpretation set forth in Article I thereof.

SECTION 2.6 Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

SECTION 2.7 Effectiveness. This Amendment shall become effective upon the Lender's execution and delivery of this Amendment and the receipt by the Lender of counterparts of this Amendment duly executed and delivered by all other parties hereto.

SECTION 2.8 Full Force and Effect; Limited Amendment. Except as expressly amended hereby, the Obligors each jointly and severally agree that all of the representations, warranties, terms, covenants, conditions and other provisions of the Credit Agreement and the other Loan Documents shall remain unmodified and shall continue to be, and shall remain, in full force and effect in all respects. The amendments and other waivers and modifications set forth in this Amendment shall be limited precisely as provided for herein to the provisions expressly amended herein or otherwise modified or waived hereby and shall not be deemed to be an amendment to, waiver of, consent to or modification of any other term or provision of the Credit Agreement or any other Loan Document or of any transaction or further or future action on the part of any Loan Party which would require the consent of the Lender under the Credit Agreement or any of the Loan Documents.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first above written.

BORROWER:

ALLIQUA BIOMEDICAL, INC.

By /s/ Brian M. Posner

Name: Brian M. Posner

Title: CFO

GUARANTOR:

AQUAMED TECHNOLOGIES, INC.

By /s/ Brian M. Posner

Name: Brian M. Posner

Title: CFO

[Signature Page to Amendment No. 2 to Forbearance Agreement]

LENDER:

PERCEPTIVE CREDIT HOLDINGS, LP

By Perceptive Credit Opportunities GP,
LLC,
its general partner

By /s/ Sandeep Dixit
Sandeep Dixit
Chief Credit Officer

By Sam Chawla
Name: Sam Chawla
Title: Portfolio Manager

[Signature Page to Amendment No. 2 to Forbearance Agreement]
