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

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FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

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Date of Report (Date of earliest event reported): March 13, 2018

**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)

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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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 13, 2018, 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 an Amendment Agreement (the “**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**”). The Amendment Agreement provides for, among other things, an additional bridge term loan to the Company in the aggregate principal amount of \$2,000,000 (the “**Bridge Loan**”) pursuant to a bridge loan note (the “**Bridge Loan Note**”). Under the Amendment Agreement, the Company agreed to pay an upfront fee of \$250,000 and all fees, costs and expenses payable pursuant to the Credit Agreement (including reasonable attorney’s fees of Perceptive). The Bridge Loan Note bears interest at a rate per annum equal to the sum of (i) the greater of (x) LIBOR and (y) 1%, plus (ii) an applicable margin of 9.75%. The Bridge Loan Note matures on the earlier of (i) April 30, 2018 and (ii) the closing date in connection with the previously announced Asset Purchase Agreement, by and between the Company and Celularity Inc, dated January 5, 2018 (the “**Asset Purchase Agreement**”).

The foregoing descriptions of the Amendment Agreement and Bridge Loan Note do not purport to be complete and are qualified in their entirety by reference to the full text of the Amendment Agreement and Bridge Loan Note, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and are 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On March 15, 2018, Brian Posner delivered his resignation as Chief Financial Officer, Secretary and Treasurer of the Company, effective April 1, 2018, to pursue another professional opportunity. Mr. Posner will continue to serve as the Company’s principal financial officer through April 1, 2018.

In connection with his resignation, on March 15, 2018, the Company and Mr. Posner entered into a general release and severance agreement (the “**Separation Agreement**”), which becomes effective on the eighth day following execution without revocation. Pursuant to the Separation Agreement, Mr. Posner released the Company from any and all claims. In consideration of the Separation Agreement and his general release of claims, Mr. Posner is entitled (i) to his 2017 performance bonus in the amount of \$118,310.40 (less applicable taxes and other withholdings), and (ii) in the event of the final consummation of the Company’s sale of substantially all of its assets to Celularity, Inc. pursuant to the Asset Purchase Agreement, provided such transaction occurs on or before September 30, 2018 (the “**Sale Consummation**”): (A) severance pay in an amount equal to his base salary for twelve (12) months, less applicable taxes and other withholdings, payable in a lump sum payment on or before the thirtieth (30th) day following the date of the Sale Consummation, and (B) the stock options and restricted stock previously granted to Mr. Posner: (1) shall remain outstanding and eligible for vesting as if he were employed by the Company through the date of the Sale Consummation and shall become fully and immediately vested upon the Sale Consummation, and (2) the stock options shall remain exercisable for two (2) years following April 1, 2018, or, if sooner, until the end of the applicable stock option’s term.

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The foregoing description of the Separation Agreement is qualified in its entirety by the full text of the Separation Agreement, which is attached hereto as Exhibit 10.3 and is incorporated by reference herein.

On March 15, 2018, the Company appointed Joseph M. Warusz as its Chief Financial Officer, effective April 1, 2018. Mr. Warusz was not appointed pursuant to any arrangement or understanding between the Mr. Warusz and the Company or any other person or entity.

Mr. Warusz, age 61, from 2011-2016, served as the Vice-President Finance and Chief Financial Officer of Soligenix, Inc., with responsibility for financial and operational leadership, developing and executing financing strategies, and all corporate governance and governmental compliance.

Mr. Warusz holds an MBA in finance and a Bachelor of Science degree in accounting from Drexel University and is a certified public accountant.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Amendment Agreement, dated March 13, 2018, by and among Alliqua BioMedical, Inc., AquaMed Technologies, Inc. and Perceptive Credit Holdings, LP.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Bridge Loan Note, dated March 13, 2018, by and among Alliqua BioMedical, Inc., AquaMed Technologies, Inc. and Perceptive Credit Holdings, LP.</u></a>
<a href="#"><u>10.3</u></a>	<a href="#"><u>General Release and Severance Agreement, dated March 15, 2018, by and between Alliqua BioMedical, Inc. and Brian Posner.</u></a>

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**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: March 15, 2018

By: /s/ Brian Posner

Name: Brian Posner

Title: Chief Financial Officer

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## AMENDMENT AGREEMENT

This AMENDMENT AGREEMENT, dated as of March 13, 2018 (this "*Agreement*"), is made by and among ALLIQUA BIOMEDICAL, INC., a Delaware corporation (the "*Borrower*"), AQUAMED TECHNOLOGIES, INC., a Delaware corporation (the "*Guarantor*"); each of the Borrower and the Guarantor also is referred to herein individually as an "*Obligor*" and collectively as the "*Obligors*"), and PERCEPTIVE CREDIT HOLDINGS, LP, a Delaware limited partnership (the "*Lender*"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement (defined below).

WITNESSETH:

WHEREAS, the Obligors and the Lender are parties to that certain Credit Agreement and Guaranty, dated as of May 29, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, Borrower and Celularity, Inc. ("*Purchaser*") have entered into that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of January 5, 2018, pursuant to which, among other things, the Purchaser will acquire certain assets, liabilities and businesses of the Borrower (the "*Acquisition*");

WHEREAS, in that certain Forbearance and Amendment Agreement (the "*Forbearance Agreement*"), dated as of February 5, 2018, the Lender agreed, among other things, to refrain and forbear from exercising or pursuing any remedies with respect to certain Defaults (the "*Specified Defaults*") for a specified period of time, all on the terms and conditions set forth therein; and

WHEREAS, among other things, and in anticipation of the Acquisition, the Borrower has requested that the Lender make an additional bridge term loan to the Borrower in the aggregate principal amount of \$2,000,000 (the "*Bridge Loan*").

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

ARTICLE I  
DEFINITIONS

SECTION 1.01. Definitions. The following terms (whether or not highlighted in bold and/or italics) when used in this Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"*Acquisition*" is defined in the second recital.

"*Agreement*" is defined in the preamble.

"*Authorized Officer*" is defined in Section 3.01(b).

"*Borrower*" is defined in the preamble.

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“*Bridge Loan*” is defined in the fourth recital.

“*Bridge Loan Effective Date*” is defined in Article III.

“*Credit Agreement*” is defined in first recital.

“*Effective Date Certificate*” is defined in Section 3.02.

“*Forbearance Agreement*” is defined in the third recital.

“*Guarantor*” is defined in the preamble.

“*Lender*” is defined in the preamble.

“*Obligor*” is defined in the preamble.

“*Purchaser*” is defined in the second recital.

“*Purchase Agreement*” is defined in the second recital.

“*Specified Defaults*” is defined in the third recital.

## ARTICLE II AMENDMENTS TO CREDIT AGREEMENT

SECTION 2.01. Amendments to the Credit Agreement. On the terms and subject to the conditions set forth in Article III below, the Lender agrees to make the Bridge Loan to the Borrower on the Bridge Loan Effective Date (as defined below). For all purposes of the Credit Agreement (as subsequently amended or otherwise modified, including pursuant to this Agreement) and each other Loan Document, the Bridge Loan shall be deemed to be a “Loan” made under and pursuant to the Credit Agreement, as so amended or otherwise modified, including, without limitation, with respect to interest, fees, costs, expenses, maturity, representations and warranties, covenants, Defaults, rights and remedies. In furtherance of the foregoing, as of the Bridge Loan Effective Date, and simultaneously with the making of the Bridge Loan, the Credit Agreement shall be further amended as follows:

(a) The following new defined terms shall be added to Section 1.1 of the Credit Agreement and inserted in their respective and appropriate alphabetical order:

“Bridge Loan” means the \$2,000,000 loan made by the Lender to the Borrower pursuant to the Bridge Loan Amendment on the Bridge Loan Amendment Effective Date.

“Bridge Loan Amendment” means that certain Amendment Agreement, dated as of March 13, 2018, by and among the Obligors and the Lender.

“Bridge Loan Amendment Effective Date” means March 13, 2018.

(b) The definitions of “Closing Date”, “Loan”, “Loan Document” and “Maturity Date” set forth in Section 1.1 of the Credit Agreement are each hereby amended and restated in their respective entireties to read as follows:

“Closing Date” means the date of the making of the initial Loan hereunder pursuant to Section 2.1, which shall coincide with the “Closing Date” as defined in the Merger Agreement.

“Loan” means (i) the term loan made pursuant to Section 2.1 on the Closing Date and (ii) the Bridge Loan made pursuant to the Bridge Loan Amendment on the Bridge Loan Amendment Effective Date.

“Loan Documents” means, collectively, this Agreement (as subsequently amended or otherwise modified, including pursuant to the Bridge Loan Amendment), the Notes, the Pledge and Security Agreement, the Copyright Security Agreement, the Patent Security Agreement, the Trademark Security Agreement, the Warrant, the Subordination Agreement, each other agreement pursuant to which the Lender is granted a Lien to secure the Obligations, the Commitment Letter and each other agreement, certificate, document or instrument delivered in connection with any Loan Document, whether or not specifically mentioned herein or therein.

“Maturity Date” means, (i) with respect to the Bridge Loan, the earlier of (x) April 30, 2018 and (y) the “Closing Date” (as defined in the Asset Purchase Agreement, dated January 5, 2018, by and between Borrower and Celularity, Inc.) and, (ii) with respect to all other Loans, the fourth anniversary of the Closing Date.

(c) Section 3.2(h) is hereby amended and restated in its entirety to read as follows:

Any term or provision hereof to the contrary notwithstanding, if any Loan made hereunder (other than any Bridge Loan) is repaid or prepaid for any reason on or prior to the date that is three (3) years after the Closing Date (including repayments and prepayments made pursuant to clause (b) through (g) above, but excluding, payments made pursuant to clause (a) of this Section 3.2), the Borrower shall pay the Early Prepayment Fee to the Lender at the time of such prepayment, together with all other fees payable hereunder (if any), including pursuant to Sections 3.7 and 3.8.

### ARTICLE III CONDITIONS PRECEDENT

This Agreement shall become effective upon, and shall be subject to, the prior or simultaneous satisfaction of each of the following conditions in a manner reasonably satisfactory to the Lender (the date when all such conditions are so satisfied being the “**Bridge Loan Effective Date**”):

SECTION 3.01. Secretary’s Certificate, Etc. The Lender shall have received from each Obligor, (i) a copy of a good standing certificate, dated a date reasonably close to the Bridge Loan Effective Date, for each such Person and (ii) a certificate, dated as of the Bridge Loan Effective Date, duly executed and delivered by such Person’s Secretary or Assistant Secretary, managing member or general partner, as applicable, as to:

(a) resolutions of each such Person’s board of directors (or equivalent managing body, in the case of a Person that is not a corporation) then in full force and effect authorizing the

execution, delivery and performance of this Agreement to be executed by such Person and the transactions contemplated hereby and thereby;

(b) the incumbency and signatures of those of its officers, managing member or general partner, as applicable, authorized to act with respect to this Agreement to be executed by such Person (each an “**Authorized Officer**”); and

(c) the full force and validity of each Organic Document of such Person and copies thereof;

upon which certificates the Lender may conclusively rely until it shall have received a further certificate of the Secretary, Assistant Secretary, managing member or general partner, as applicable, of any such Person cancelling or amending the prior certificate of such Person.

SECTION 3.02. Effective Date Certificate. The Lender shall have received a certificate, dated as of the Bridge Loan Effective Date and in form and substance satisfactory to the Lender (the “**Effective Date Certificate**”), duly executed and delivered by an Authorized Officer of the Borrower, in which certificate the Borrower shall agree and acknowledge, among other things, that the statements made therein shall be deemed to be true and correct representations and warranties of the Borrower as of such date in all material respects, and, at the time such certificate is delivered, such statements shall in fact be true and correct, and such statements shall include that (i) both immediately before and after giving effect to the Bridge Loan, (x) the representations and warranties set forth in this Agreement and each other Loan Document shall, in each case, be true and correct in all material respects as of the Bridge Loan Effective Date and (y) no Default (other than the Specified Defaults) shall have then occurred and be continuing, or would result from making the Bridge Loan on the Bridge Loan Effective Date, (ii) all of the conditions set forth in this Article III have been satisfied, and (iii) the Obligors, taken as a whole, on a consolidated basis, immediately before and after giving effect to the making of the Bridge Loan, are Solvent. All documents and agreements required to be appended to the Effective Date Certificate, if any, shall be in form and substance satisfactory to the Lender, shall have been executed and delivered by the requisite parties, and shall be in full force and effect.

SECTION 3.03. Delivery of New Notes. The Lender shall have received a replacement Note for the Loans (including the Bridge Loan) duly executed and delivered by an Authorized Officer of the Borrower.

SECTION 3.04. Opinions of Counsel. The Lender shall have received opinions, dated the Bridge Loan Effective Date and addressed to the Lender, from Haynes and Boone, LLP.

SECTION 3.05. Costs and Expenses, etc. The Lender shall have received (i) a non-refundable \$250,000 upfront fee (the “**Upfront Bridge Fee**”), and (ii) all fees, costs and expenses due and payable pursuant to Section 11.3 of the Credit Agreement (including without limitation the reasonable fees and expenses of Morrison & Foerster LLP, counsel to the Lender), if then invoiced, together with any other fees separately agreed to by the Borrower and the Lender; provided that, if, and to the extent any such fee, cost or expense is not invoiced prior to the Bridge Loan Effective Date, such fee, cost or expense shall be due and payable by the Borrower to the Lender within one (1) Business Day after delivery to the Borrower of an invoice therefor; provided, further, that the Upfront Bridge Fee and such other fees, costs and expenses may be deducted from the proceeds of the Bridge Loan.



SECTION 3.06. Representation, Warranties, No Material Adverse Effect, etc. The representations and warranties set forth in this Agreement and each other Loan Document are true and correct in all material respects as of the Bridge Loan Effective Date (provided that any representations and warranties that are by its terms qualified by materiality, Material Adverse Effect or similar qualification shall be true and correct in all respects); no Default (other than the Specified Defaults) shall have occurred and be continuing, or could reasonably be expected to occur as a result of making the Bridge Loan on the Bridge Loan Effective Date; and no Material Adverse Effect shall have occurred since December 31, 2017.

SECTION 3.07. Satisfactory Legal Form. All documents executed or submitted pursuant hereto by or on behalf of the Borrower or any of its Subsidiaries shall be satisfactory in form and substance to the Lender and its counsel, and the Lender and its counsel shall have received all information, approvals, resolutions, opinions, documents or instruments as the Lender or its counsel may reasonably request.

#### ARTICLE IV REPRESENTATIONS AND WARRANTIES

To induce the Lender to enter into this Agreement, each Obligor represents and warrants to the Lender and each Lender as set forth below.

SECTION 4.01. Validity, etc. This Agreement and the Credit Agreement (after giving effect to this Agreement) each constitutes the legal, valid and binding obligation of each Obligor, enforceable in accordance with its respective terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

SECTION 4.02. Representations and Warranties, etc. Immediately prior to, and immediately after giving effect to, this Agreement the following statements shall be true and correct:

- (a) the representations and warranties set forth in the Credit Agreement and each other Loan Document shall, in each case, be true and correct in all respects with the same effect as if then made (unless stated to relate solely to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date); and
- (b) no Default or Event of Default (other than the Specified Defaults) shall have then occurred and be continuing.

#### ARTICLE V CONFIRMATION

SECTION 5.01. Reaffirmation. Each Obligor hereby consents to the modifications made to the Credit Agreement and each other Loan Document pursuant to this Agreement and hereby agrees that, after giving effect to this Agreement, each Loan Document to which it is a party, and all Obligations thereunder (including (i) the guarantees made pursuant to Article X of the Credit Agreement and (ii) those arising under the Forbearance Agreement), are and shall continue to be

in full force and effect and the same are hereby ratified in all respects, except that upon the occurrence of the Bridge Loan Effective Date, all references in such Loan Documents to the “Credit Agreement”, “Loan Documents”, “thereunder”, “thereof”, or words of similar import shall mean the Credit Agreement and the other Loan Documents, as amended or otherwise modified by this Agreement.

SECTION 5.02. Validity, etc. Each Obligor hereby represents and warrants, as of the Bridge Loan Effective Date, that immediately after giving effect to this Agreement, each Loan Document to which it is a party continues to be a legal, valid and binding obligation of such Obligor, enforceable against such Person in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

ARTICLE VI  
MISCELLANEOUS

SECTION 6.01. No Waiver. Each of the Lender’s and each Lender’s respective agreements not to pursue its respective rights and remedies until the occurrence of the “Termination Date” as described in 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 and each Lender reserves all rights, privileges and remedies under the Credit Agreement, the Forbearance Agreement and the other Loan Documents.

SECTION 6.02. Severability. In case any provision of or obligation under this Agreement 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 6.03. Integration. This Agreement, together with the other Loan Documents, 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 and supersedes any and all prior agreements, written or oral, with respect thereto.

SECTION 6.04. Cross-References; Headings. References in this Agreement to any Article or Section are, unless otherwise specified, to such Article or Section of this Agreement. Headings and captions used in this Agreement are included for convenience of reference only and shall not be given any substantive effect.

SECTION 6.05. Loan Document Pursuant to Credit Agreement. This Agreement 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 6.06. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 6.07. Counterparts. This Agreement 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 Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other electronic transmission) shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6.08. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION; PROVIDED THAT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.**

SECTION 6.09. Full Force and Effect; Limited Amendment. 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 agreements to forbear contained in this Agreement shall be limited precisely as provided for herein to the Specified Defaults and shall not be deemed to be an amendment to, waiver of, consent to or modification of any 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 Obligor which would require the consent of the Lender or any Lender under the Credit Agreement or any of the Loan Documents.

*[Signature pages to follow]*

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

**BORROWER:**

ALLIQUA BIOMEDICAL, INC.,

By /s/ Brian Posner

Name: Brian Posner

Title: CFO

**GUARANTOR:**

AQUAMED TECHNOLOGIES, INC.,

By /s/ Brian Posner

Name: Brian Posner

Title: CFO

*Signature Page to Amendment Agreement*

**LENDER:**

PERCEPTIVE CREDIT HOLDINGS, LP  
By Perceptive Credit Opportunities GP, LLC,  
its general partner

By /s/ Sandeep Dixit  
Name: Sandeep Dixit  
Title: Chief Credit Officer

By /s/ Sam Chawla  
Name: Sam Chawla  
Title: Portfolio Manager

*Signature Page to Amendment Agreement*

## BRIDGE LOAN NOTE

\$2,000,000

March 13, 2018

FOR VALUE RECEIVED, ALLIQUA BIOMEDICAL, INC., a Delaware corporation (the "Borrower"), promises to pay to PERCEPTIVE CREDIT HOLDINGS, LP (together with any of its successors, transferees and assignees, the "Lender") on the Maturity Date (as such date may be accelerated pursuant to the Credit Agreement, defined below) the principal sum of TWO MILLION DOLLARS (\$2,000,000.00) or, if less, the aggregate unpaid principal amount of the Bridge Loan shown on the grid attached to this Bridge Loan Note (this "Note") as Schedule A (and any continuation thereof) made by the Lender pursuant to the Credit Agreement and Guaranty, dated as of May 29, 2015 (as amended or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, each Guarantor party thereto and the Lender. Unless otherwise defined, capitalized terms used herein have the meanings provided in the Credit Agreement.

The Borrower also promises to pay interest on the unpaid principal amount hereof from time to time outstanding from the date hereof until maturity (whether by acceleration or otherwise) and, after maturity upon demand, until paid in full, at the rates per annum and on the dates specified in the Credit Agreement, as well as any other amounts that may be due to the Lender upon maturity (whether by acceleration or otherwise) under or in respect of this Note.

Payments of both principal and interest are to be made in Dollars in same day or immediately available funds to the account designated by the Lender pursuant to the Credit Agreement.

The Borrower hereby irrevocably authorizes the Lender to make (or cause to be made) appropriate notations on the grid attached to this Note as Schedule A (or on any continuation of such grid), which notations, if made, shall evidence, inter alia the date of, the outstanding principal amount of, and the interest rate and Interest Period applicable to the Bridge Loan evidenced hereby. Such notations shall be conclusive and binding on the Borrower absent manifest error; provided, that the failure of the Lender to make any such notations shall not limit or otherwise affect any Obligations of the Borrower or any Guarantors.

This Note is the Note referred to in, and evidences Indebtedness incurred under, the Credit Agreement, to which reference is made for a description of the security for this Note and for a statement of the terms and conditions on which the Borrower is permitted and required to make prepayments and repayments of the unpaid principal amount of the Indebtedness evidenced by this Note and on which such Indebtedness may be declared to be immediately due and payable. Any prepaid principal of this Note may not be reborrowed.

All parties hereto, whether as makers, endorsers or otherwise, severally waive presentment for payment, demand, protest and notice of dishonor.

[SIGNATURE PAGE TO FOLLOW]

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**THIS NOTE HAS BEEN DELIVERED IN NEW YORK, NEW YORK AND SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

**ALLIQUA BIOMEDICAL, INC.**

By: /s/ Brian Posner

Name: Brian Posner

Title: CFO

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**GENERAL RELEASE AND SEVERANCE AGREEMENT**

This General Release and Severance Agreement (the "Agreement"), dated as of March 15, 2018, is made and entered into by and between Brian Posner and Alliqua Biomedical, Inc. ("Alliqua").

For good and valuable consideration, receipt of which is hereby acknowledged, in order to effect a mutually satisfactory and amicable separation of employment from Alliqua and to resolve and settle finally, fully and completely all matters and disputes that now or may exist between them, as set forth below, Brian Posner and Alliqua agree as follows:

- 1. Parties and Status.** The parties to this Agreement are Brian Posner, his heirs, representatives, successors and assigns (collectively "Employee"), and Alliqua, and any of its parents, predecessors, successors, subsidiaries, affiliates or related companies, owners, officers, directors, partners, employees, agents and/or representatives.
- 2. Separation from Employment.** Effective April 1, 2018 (the "Separation Date"), Employee voluntarily ceases his employment with Alliqua and relinquishes all positions, offices, and authority with Alliqua. Employee acknowledges and agrees, except for the payments described hereunder, Employee has no rights to any other wages and other compensation or remuneration of any kind due or owed from Alliqua, including, but not limited, to all wages, reimbursements, bonuses, advances, vacation pay, severance pay, vested or unvested equity or stock options, awards, and any other incentive-based compensation or benefits to which Employee was or may become entitled or eligible.
- 3. Employment Agreement.** The employment agreement between the parties (together with all amendments thereto, the "Employment Agreement") has terminated forever and no party shall have any further obligation or liability thereunder, except that Employee acknowledges and agrees that Article IV **Restrictive Covenants** of the Employment Agreement, and all provisions thereunder, shall remain in full force and effect in accordance with their terms.
- 4. Consideration.** In consideration of this Agreement and the release herein, and his compliance with his obligations hereunder, Alliqua will provide Employee with the following: (i) the performance bonus for 2017, in the amount of \$118,310.40, less applicable taxes and other withholdings, payable in a lump sum payment on the earlier of: (A) the one hundred twentieth (120<sup>th</sup>) day following the Separation Date, or (B) within thirty (30) days following the Sale Consummation (as defined below); and (ii) in the event of the final consummation of Alliqua's sale of substantially all of its assets to Celularity, Inc. pursuant to the Asset Purchase Agreement dated January 5, 2018, provided such transaction occurs on or before September 30, 2018 (the "Sale Consummation"): (A) severance pay in an amount equal to Employee's Base Salary for twelve (12) months, less applicable taxes and other withholdings, payable in a lump sum payment on or before the thirtieth (30th) day following the date of the Sale Consummation, *provided that*, no severance under this Section 4(ii)(A) shall be payable if the Sale Consummation does not occur by September 30, 2018; and (B) the stock options and restricted stock previously granted to Employee: (1) shall remain outstanding and eligible for vesting as if Employee were employed by the Company through the date of the Sale Consummation and shall become fully and immediately vested upon the Sale Consummation,

and (2) the stock options shall remain exercisable for two (2) years following the Separation Date or, if sooner, until the end of the applicable stock option's term, *provided that*, if the Sale Consummation does not occur by September 30, 2018, the accelerated vesting upon the Sale Consummation and the extended option term shall not apply. The parties acknowledge that Employee has become eligible for comparable employer sponsored health plan benefits and accordingly the parties have agreed that Alliqua shall not provide Employee with any continuing benefits or consideration for the costs thereof.

**5. Transition Services.** Employee agrees to cooperate with Alliqua and perform such services as Alliqua may reasonably request relating to the transition of his responsibilities and Alliqua's matters, files and materials.

**6. Release of Claims.** For and in consideration of the right to receive the consideration described in Section 4 of this Agreement, Employee fully and irrevocably releases and discharges Alliqua, including all of its affiliates, parent companies, subsidiary companies, employees, owners, directors, officers, principals, agents, insurers, and attorneys from any and all claims arising or existing on, or at any time prior to, the date this Agreement is signed by Employee. Such released claims include, without limitation, claims relating to or arising out of: (i) Employee's hiring, compensation, benefits and employment with Alliqua, (ii) Employee's separation from employment with Alliqua, and (iii) all claims known or unknown or which could or have been asserted by Employee against Alliqua, at law or in equity, or sounding in contract (express or implied) or tort, including claims arising under any federal, state, or local laws of any jurisdiction that prohibit age, sex, race, national origin, color, disability, religion, veteran, military status, pregnancy, sexual orientation, or any other form of discrimination, harassment, or retaliation, including, without limitation, claims under the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the Americans with Disabilities Act; Title VII of the Civil Rights Act of 1964; the Rehabilitation Act; the Equal Pay Act; the Family and Medical Leave Act, 42 U.S.C. §1981; the Civil Rights Act of 1991; the Civil Rights Act of 1866 and/or 1871; the Occupational Safety and Health Act; the Sarbanes Oxley Act; the Employee Polygraph Protection Act; the Uniform Services and Employment and Re-Employment Rights Act; the Worker Adjustment Retraining Notification Act; the National Labor Relations Act and the Labor Management Relations Act; the Pennsylvania Human Relations Act, and any other similar or equivalent state laws; the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, and any other similar or equivalent state laws; and any other federal, state, local, municipal or common law whistleblower protection claim, discrimination or anti-retaliation statute or ordinance; claims arising under the Employee Retirement Income Security Act; claims arising under the Fair Labor Standards Act; or any other statutory, contractual or common law claims. Employee does not release Employee's right to enforce the terms of this Agreement.

**7. No Interference.** Nothing in this Agreement is intended to interfere with Employee's right to report possible violations of federal, state or local law or regulation to any governmental or law enforcement agency or entity (including, without limitation, the Securities and Exchange Commission (the "SEC")), or to make other disclosures that are protected under the whistleblower provisions of federal or state law or regulation. Employee further acknowledges that nothing in this Agreement is intended to interfere with Employee's right to file a claim or charge with, or testify, assist, or participate in an investigation, hearing, or

proceeding conducted by, the Equal Employment Opportunity Commission (the "EEOC"), any state human rights commission, or any other government agency or entity. However, by executing this Agreement, Employee hereby waives the right to recover any damages or benefits in any proceeding Employee may bring before the EEOC, any state human rights commission, or any other government agency or in any proceeding brought by the EEOC, any state human rights commission, or any other government agency on Employee's behalf with respect to any claim released in this Agreement; provided, however, for purposes of clarity, Employee does not waive any right to any whistleblower award pursuant to Section 21F of the Securities Exchange Act of 1934 or any other similar provision.

**8. Review and Consultation.** Employee acknowledges that: (i) this Agreement is written in terms and sets forth conditions in a manner which he understands; (ii) he has carefully read and understands all of the terms and conditions of this Agreement; (iii) he agrees with the terms and conditions of this Agreement; and (iv) he enters into this Agreement knowingly and voluntarily. Employee acknowledges that he does not waive rights or claims that may arise after the date this Agreement is executed, that he has been given twenty-one (21) days from receipt of this Agreement in which to consider whether he wanted to sign it, that any modifications, material or otherwise made to this Agreement do not restart or affect in any manner the original twenty-one (21) day consideration period, and that Alliqua advises Employee to consult with an attorney before he signs this Agreement. Alliqua agrees, and Employee represents that he understands, that he may revoke his acceptance of this Agreement at any time for seven (7) days following his execution of the Agreement and must provide notice of such revocation by giving written notice to Alliqua. If not revoked by written notice received on or before the eighth (8<sup>th</sup>) day following the date of his execution of the Agreement, this Agreement shall be deemed to have become enforceable and on such eighth (8<sup>th</sup>) day.

**9. Governing Law/Venue.** This Agreement shall be governed by and construed under the laws of the State of Delaware. Venue of any litigation arising from this Agreement or any disputes relating to the Employee's employment shall be in the United States District Court for the District of Delaware, or a state district court of competent jurisdiction in New Castle County, Delaware. Employee consents to personal jurisdiction of the United States District Court for the District of Delaware, or a state district court of competent jurisdiction in New Castle County, Delaware for any dispute relating to or arising out of this Agreement or Employee's employment, and Employee agrees that Employee shall not challenge personal or subject matter jurisdiction in such courts.

**10. Voluntary.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto. The parties acknowledge that they have had ample opportunity to have this Agreement reviewed by the counsel of their choice.

**11. Acknowledgment.** Employee acknowledges and agrees that the consideration provided herein is consideration to which Employee is not otherwise entitled except pursuant to the terms of this Agreement, and are being provided in exchange for Employee's compliance with his obligations set forth hereunder.

**12. No Admission of Liability.** This Agreement shall not in any way be construed as an admission by Alliqua of any acts of wrongdoing or violation of any statute, law or legal right.

**13. Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or by electronic mail in portable document format (PDF) will be effective as delivery of a manually executed signature page of this Agreement.

**14. Sole Agreement and Severability.** Except as set forth herein, this Agreement is the sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other party, or relied upon, and no consideration has been offered, promised, expected or held out other than as expressly set forth herein, provided only that the release of claims in any prior agreement or release shall remain in full force and effect. The covenants contained in this Agreement are intended by the parties hereto as separate and divisible provisions, and in the event that any or all of the covenants expressed herein shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining parts, terms or provisions of this Agreement shall not be affected and such provisions shall remain in full force and effect.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE AND SEVERANCE AGREEMENT INCLUDES A RELEASE OF ANY AND ALL CLAIMS, KNOWN OR UNKNOWN, AGAINST ALLIQUA BIOMEDICAL, INC.

ALLIQUA BIOMEDICAL, INC.

BRIAN POSNER

By: /s/ David Johnson

/s/ Brian Posner

Title: Chief Executive Officer

Date: March 15, 2018

Date: March 15, 2018