

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3385319

| | |
|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| DAVID DENT | 03/25/2015 |
| RECEIVING PARTY DATA | |
| Name: | BIOThERA HOLDING CORP./BIOThERA, INC. FORMERLY KNOWN AS BIOPOLYMER ENGINEERING, INC. |
| Street Address: | 3388 MIKE COLLINS DRIVE |
| City: | EAGAN |
| State/Country: | MINNESOTA |
| Postal Code: | 55121 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 5817643 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 651-256-4615 |
| Email: | cbenson@biothera.com |
| Correspondent Name: | CATHERINE BENSON |
| Address Line 1: | 3388 MIKE COLLINS DRIVE |
| Address Line 4: | EAGAN, MINNESOTA 55121 |
| NAME OF SUBMITTER: | CATHERINE BENSON |
| SIGNATURE: | /cbenson/ |
| DATE SIGNED: | 06/05/2015 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 15 | |
| source=Biothera-Dent Financing Agreement 3 25 2015- Final#page1.tif | |
| source=Biothera-Dent Financing Agreement 3 25 2015- Final#page2.tif | |
| source=Biothera-Dent Financing Agreement 3 25 2015- Final#page3.tif | |
| source=Biothera-Dent Financing Agreement 3 25 2015- Final#page4.tif | |
| source=Biothera-Dent Financing Agreement 3 25 2015- Final#page5.tif | |

source=Biothera-Dent Financing Agreement 3 25 2015- Final#page6.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page7.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page8.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page9.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page10.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page11.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page12.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page13.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page14.tif
source=Biothera-Dent Financing Agreement 3 25 2015- Final#page15.tif

FINANCING AGREEMENT

effective as of March 25 , 2015

by and between

BIOThERA HOLDING CORP.,

BIOThERA, INC.

and

DAVID DENT, individually

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Agreement"), effective as of March 25, 2015, is by and between BIOTHERA HOLDING CORP., a Minnesota corporation, with its principal place of business at 3388 Mike Collins Drive, Eagan, Minnesota 55121 ("Biothera Holding"), BIOTHERA, INC., a Minnesota corporation, with its principal place of business at 3388 Mike Collins Drive, Eagan, Minnesota 55121 ("Biothera Inc.") and David Dent, individually, with an address of 6712 Arrowhead Pass, Edina, Minnesota 55439 ("Investor").

RECITALS

A. Biothera Inc. and Investor have entered into or are otherwise parties to that certain Loan and Intercreditor Agreement dated as of August 11, 2006, as such agreement has been amended, restated or otherwise modified from time to time (the "Existing Loan Agreement").

B. Biothera Inc. has issued to Investor that certain Promissory Note dated as of August 11, 2006, as such note has been amended, restated or otherwise modified from time to time, including most recently through that certain letter agreement by and between Biothera Inc. and Investor dated as of September 9, 2014 (the "Existing Note" and together with the Existing Loan Agreement and related agreements, instruments and documents, the "Existing Loan Documents").

C. The Existing Note is secured by certain intellectual property pursuant to the Existing Loan Agreement.

D. Investor holds stock warrants in Biothera Holding, Biothera Inc. and Biopolymer Engineering, Inc. (a predecessor of Biothera Inc.) ("Biopolymer Engineering") to purchase a total of 542,642 shares of common stock, as described on Schedule A (as such warrants have been amended, restated or otherwise modified from time to time, the "Existing Warrants").

E. Biothera Holding, Biothera Inc. and Biothera Health Inc. (collectively, the "Borrowers") are seeking to obtain financing from MidCap Financial Trust ("Lender") in the amount of \$18,000,000 (the "MidCap Loan") in order to finance Borrowers' operations.

F. As a condition to funding the MidCap Loan, Lender requires that Biothera Holding recapitalize its current financial arrangements, including those evidenced by the Existing Loan Documents and the Existing Warrants.

NOW THEREFORE, for good and adequate consideration, the sufficiency of which is hereby acknowledged, Biothera Holding and Investor hereby agree as follows:

ARTICLE I DEFINITIONS AND TERMS OF CONSTRUCTION

Section 1.1 Defined Terms. As used in this Agreement the following terms shall have the following respective meanings (which shall apply equally to the singular and plural form of the terms, as the context requires):

“Biopolymer Engineering”: Biopolymer Engineering, Inc., a predecessor of Biothera Inc.

“Biothera Holding”: Biothera Holding, Corp., a Minnesota corporation.

“Biothera Inc.”: Biothera, Inc., a Minnesota corporation.

“Borrowers”: As defined in the Recitals to this Agreement.

“Business Day”: Any day (other than a Saturday, Sunday or legal holiday in New York City or Minneapolis, Minnesota) on which banks are permitted to be open in New York City or Minneapolis, Minnesota.

“Effective Date”: The Business Day on or which the conditions precedent set forth in Article III are satisfied.

“Existing Note”: As defined in the Recitals to this Agreement.

“Existing Note Final Interest Amount”: As defined in Section 2.1 of this Agreement.

“Existing Note Interest”: As defined in Section 2.1 of this Agreement.

“Existing Loan Agreement”: As defined in the Recitals to this Agreement.

“Existing Loan Documents”: As defined in the Recitals to this Agreement.

“Existing Note Principal”: As defined in Section 2.1 of this Agreement.

“Existing Warrants”: As defined in the Recitals to this Agreement.

“Indemnitee”: As defined in Section 7.8 of this Agreement.

“Lien”: With respect to any Person, any security interest, mortgage, pledge, lien, charge, encumbrance, title retention agreement or analogous instrument or device in, of, or on any asset or properties of such Person, now owned or hereafter acquired, whether arising by agreement or operation of law.

“MidCap Loan”: As defined in the Recitals to this Agreement.

“Person”: Any natural person, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government, governmental agency or political subdivision, or other entity, whether acting in an individual, fiduciary, or other capacity.

“Recapitalization Warrants”: As defined in Section 2.1 of this Agreement.

“Remaining Warrants”: As defined in Section 2.1 of this Agreement.

“Transaction Documents”: This Agreement, the Remaining Warrants, and other instruments and agreements executed in connection with this Agreement.

Section 1.2 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise stated the word “from” means “from and including” and the word “to” or “until” each means “to but excluding.”

Section 1.3 Other Definitional Terms. The words “hereof,” “herein,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision. References to Sections, Exhibits, Schedules, and the like are to this Agreement unless otherwise expressly provided. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context otherwise clearly requires, “or” has the inclusive meaning represented by the phrase “and/or.” All covenants, terms, definitions, or other provisions incorporated by reference from other agreements are incorporated into this Agreement as if fully set forth herein, and such incorporation shall include all necessary definitions and related provisions from such other agreements but including only amendments thereto agreed to by the parties to this Agreement.

ARTICLE II CONVERSION OF EXISTING NOTE

Section 2.1 The Existing Loan Documents and Existing Warrants. On the terms and subject to the conditions hereof, Investor, Biothera Holding and Biothera Inc. agree to the following terms with respect to the Existing Loan Documents and Existing Warrants:

(a) The outstanding principal balance of the Existing Note as of March 31, 2015 is \$500,000 (“Existing Note Principal”) and the accrued and unpaid interest of the Existing Note as of March 31, 2015 is \$18,493.15 (“Existing Note Interest”). This interest was paid in the ordinary course of business. Receipt of the check is hereby acknowledged.

(b) As of the Effective Date, Investor shall purchase exercise and exchange warrants for the purchase 434,782 shares of common stock of Biothera Holding (the “Recapitalization Warrants”) at an amended exercise price of \$1.15 per share of common stock for an aggregate exercise cost of \$499,999.30 (the “Exercise Cost”). Biothera Holding and Biothera Inc. will exchange the Exercise Cost with the Existing Note Principal in full satisfaction and discharge of the Existing Note Principal and payment of the Exercise Cost. Investor, Biothera Holding and Biothera Inc. acknowledge and agree that it is the common stock of Biothera Holding for which the Existing Note Principal shall be exchanged, notwithstanding the issuance of the Existing Note by Biopolymer Engineering and the issuance of the Recapitalization Warrants by Biopolymer Engineering and Biothera Holding.

(c) After exercising the Recapitalization Warrants, Investor will hold warrants for 107,860 shares of common stock of Biothera Holding, as described on Schedule A (the “Remaining Warrants”). Existing Warrant number 5608 will be partially exercised

and the remaining number of shares available for purchase under such warrant will adjust to 15,163 shares.

(d) For a period of 30 days from the Effective Date, Investor or Investor's IRA shall have the option to purchase any of the Remaining Warrants at the amended exercise price of \$1.15. At the end of that 30-day period, the warrant exercise price reverts to the original price.

(e) As of the Effective Date, the amount of interest accrued on a daily basis after March 31, 2015 as set forth on Schedule B to and including the Effective Date (such sum, the "Existing Note Final Interest Amount") shall be paid in cash by Biothera Holding.

(f) As of the Effective Date, the security interests granted pursuant to the Existing Loan Agreement, and all other mortgages, hypothecs, charges, liens and other security interests of Investor in the real or personal property of Biothera Holding, Biothera Inc. or their affiliates in which Biothera Holding, Biothera Inc., or one of their affiliates has granted to Investor a security interest or charge or given to Investor a mortgage to secure the Existing Note, and all guarantees of the Existing Note, shall be forever automatically irrevocably and unconditionally satisfied, released and discharged without further action.

(g) After consummation of the transaction set forth in the preceding clauses (a), (e) and (f), Investor shall have no further rights, and Biothera Holding and Biothera Inc. shall have no further obligations, under the Existing Loan Documents.

ARTICLE III CONDITIONS PRECEDENT

Section 3.1 Conditions of to be satisfied on Effective Date. The rights and obligations of Biothera Holding, Biothera Inc. and Investor under this Agreement shall not become effective until each of the following events shall have occurred:

(a) Biothera Holding issues to Investor 434,782 shares of the common stock of Biothera Holding in connection with Investor's exercise of his rights under the Recapitalization Warrants.

(b) Existing Warrant number 5608 will be adjusted to reflect the reduction in shares described in Section 2.1(d) of this Agreement.

(c) Borrower receives an advance of not less than \$18,000,000 on the MidCap Loan.

(d) The Existing Note shall be canceled.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BIOTHERA HOLDING AND
BIOTHERA INC.**

Each of Biothera Holding and Biothera Inc. represents and warrants to Investor that:

Section 4.1 Formation and Corporate Power. Each of Biothera Holding and Biothera Inc. is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota. The addresses of Biothera Holding and Biothera Inc. are as indicated on the signature pages hereof. Each of Biothera Holding and Biothera Inc. has the power and the legal right to execute and deliver this Agreement and the other Transaction Documents to which it is a party, has adequate authority to do so under its articles of incorporation and bylaws, has adequate authority to perform its obligations hereunder, and has taken all necessary action to authorize such execution, delivery and performance.

Section 4.2 Execution and Delivery; Valid and Binding Agreement. The execution, delivery and performance by each of Biothera Holding and Biothera Inc. of this Agreement and the other Transactions Documents to which it is a party have been duly and validly authorized by all necessary action. This Agreement and the other Transaction Documents and the other Transaction Documents to which it is a party, have been duly executed and delivered by each of Biothera Holding and Biothera Inc., when executed and delivered by or on behalf of Investor, shall constitute the legal, valid and binding obligations of each of Biothera Holding and Biothera Inc., enforceable against each of Biothera Holding and Biothera Inc. in accordance with their respective terms, subject to limitations as to enforceability which might result from bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and subject to limitations on the availability of equitable remedies (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.3 No Conflict; No Default. The execution, delivery and performance by each of Biothera Holding and Biothera Inc. of this Agreement and the other Transaction Documents to which it is a party will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to either Biothera Holding or Biothera Inc., (b) violate or breach any provision of its articles of incorporation and bylaws, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which either Biothera Holding or Biothera Inc. is party or by which it or any of its properties may be bound or result in the creation of any Lien thereunder. Neither Biothera Holding nor Biothera Inc. is in default under or in violation of any such law, statute, rule or regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, loan or credit agreement or other agreement, lease or instrument in any case in which the consequences of such default or violation could have a material adverse effect on the properties, assets or condition (financial or otherwise) of either Biothera Holding or Biothera Inc.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF INVESTOR

Section 5.1 Validity. This Agreement and the other Transactions Documents to which Investor is a party have been duly executed and delivered by Investor and, when executed and delivered by or on behalf of Biothera Holding or Biothera Inc. shall constitute, the legal, valid and binding obligations of Investor, enforceable in accordance with their respective terms, subject to limitations as to enforceability which might result from bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and subject to limitations on the availability of equitable remedies (regardless of whether enforcement is sought) in a proceeding at law or in equity against Investor and any successor or assignee thereof.

Section 5.2 No Conflict; No Default. The execution, delivery and performance by Investor of this Agreement and the other Transaction Documents to which Investor is a party will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Investor or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Investor is party or by which they or any of their properties may be bound or result in the creation of any Lien thereunder. Investor is not in default under or in violation of any such law, statute, rule or regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, loan or credit agreement or other agreement, lease or instrument in any case in which the consequences of such default or violation could have a material adverse effect on the properties, assets or condition (financial or otherwise) of Investor.

Section 5.3 Title to Existing Loan Documents and Existing Warrants. Investor owns all rights and interests under the Existing Loan Documents and the Existing Warrants and has not assigned, transferred or otherwise disposed of the Existing Loan Documents, the Existing Warrants or any of Investor's rights, title or interest under the Existing Loan Documents or Existing Warrants, or granted or permitted to exist any Lien on the Existing Loan Documents, the Existing Warrants or any of Investor's rights, title or interest under the Existing Loan Documents or the Existing Warrants.

Section 5.4 Outstanding Indebtedness. After giving effect to this Agreement, there shall be no outstanding indebtedness between either Biothera Holding or Biothera Inc. and Investor.

Section 5.5 Outstanding Warrants. After giving effect to this Agreement, the only outstanding warrants between either Biothera Holding or Biothera Inc. and Investor shall be the Remaining Warrants as described on Schedule A.

Section 5.6 Sophistication of Investor. In connection with the amendment and issuance of the Recapitalization Warrants, Investor specifically represents and warrants, as of the date hereof and continuing until the exercise of the Recapitalization Warrants, to Biothera Holding and Biothera Inc. by acceptance of the Recapitalization Warrants as follows:

(a) Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"). Investor is acquiring the Recapitalization Warrants to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of the Recapitalization Warrants, except pursuant to sales registered or exempted under the Securities Act.

(b) Investor understands and acknowledges that the shares of common stock of Biothera Holding to be issued upon exercise of the Recapitalization Warrants are "restricted securities" under the federal securities laws inasmuch as it is being acquired from Biothera Holding in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, Investor represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

(c) Investor acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Recapitalization Warrants. Investor has had an opportunity to ask questions and receive answers from Biothera Holding and Biothera Inc. regarding the terms and conditions of the offering of the Recapitalization Warrants and the business, properties, prospects and financial condition of Biothera Holding and Biothera Inc.

ARTICLE VI COVENANTS

Until this Agreement and the Transaction Documents have been terminated:

Section 6.1 Existence. Biothera Holding and Biothera Inc. shall maintain corporate existence in good standing under the laws of the State of Minnesota.

Section 6.2 Further Assurances; Authorization to File. Each of Biothera Holding, Biothera Inc. and Investor shall promptly correct any defect or error that is discovered in any Transaction Document and take such other action as may be reasonably requested by the other party to (a) carry out more effectively the purposes of this Agreement and the other Transaction Documents; (b) execute and deliver promptly to Biothera Holding, Biothera Inc., or their designees, at the expense of Biothera Holding or Biothera Inc., any registrations of deeds or instruments of discharge necessary or desirable to release and discharge any security interest granted under the Existing Loan Documents, including, without limitation, any Uniform Commercial Code termination statements, mortgage releases, intellectual property security agreement releases, account control agreement terminations or release statements pertaining to liens, charges and security interests heretofore granted to Investor by either Biothera Holding or Biothera Inc. and all guarantees of the Existing Note as Obligor or its designees may reasonably request; (c) deliver promptly such other termination statements or documents as Biothera Holding, Biothera Inc. or their designees may from time to time reasonably request to effectuate or reflect of public record, the release and discharge of such security interests, mortgages,

hypothecs and liens; and (d) better assure, convey, grant, assign, transfer, preserve, protect and confirm unto each party the rights granted now or hereafter intended to be granted to the parties under this Agreement and the other Transaction Documents in order to carry out the intention or facilitate the performance of the provisions of this Agreement and the other Transaction Documents. Further, Biothera Holding, Biothera Inc. and their agents, representatives or designees, are authorized by Investor, following delivery to Investor of the Recapitalization Warrants and the Existing Note Final Interest Amount, if any, to file, without the signature of Investor to the extent permitted by applicable law, such termination statements, deeds or instruments of discharge with respect to liens under the Existing Loan Documents, mortgage release documents, intellectual property release documents, account control agreement terminations and such other instruments of release and discharge pertaining to the security interests, charges, mortgages, hypothecs and other liens described above of Investor in any of the property, real or personal of Biothera Holding, Biothera Inc. or their affiliates as each of Biothera Holding, Biothera Inc. or its designees may reasonably deem necessary to effectuate or reflect of public record, the release and discharge of all such security interests, charges, mortgages, hypothecs and liens.

ARTICLE VII MISCELLANEOUS

Section 7.1 Waivers, etc. No failure on the part of a party hereto to exercise and no delay in exercising any power or right hereunder or under any other Transaction Document shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The remedies herein and in the other Transaction Documents provided are cumulative and not exclusive of any remedies provided by law.

Section 7.2 Notices. Except when telephonic notice is expressly authorized by this Agreement, any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, facsimile transmission, overnight courier, or United States mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party specifies to the other party hereto in writing. All periods of notice shall be measured from the date of delivery if manually delivered, from the date of sending if sent by facsimile transmission, from the first Business Day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

Section 7.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Biothera Holding, Biothera Inc. and Investor and their respective successors and assigns, except that neither party may assign or transfer any of its rights or obligations under this Agreement or the other Transaction Document to which the other party is a party without the prior written consent of the other party.

Section 7.4 Governing Law and Construction. THE VALIDITY, CONSTRUCTION, AND ENFORCEABILITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF. Whenever possible, each provision of this

Agreement, the other Transaction Documents, and any other statement, instrument, or transaction contemplated thereby or relating thereto shall be interpreted so as to be effective and valid under such applicable law, but if any provision of this Agreement, the other Transaction Documents, or any other statement, instrument, or transaction contemplated thereby or relating thereto is held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, the other Transaction Documents, or any other statement, instrument, or transaction contemplated thereby or relating thereto.

Section 7.5 Consent to Jurisdiction. AT THE OPTION OF EITHER BIOTHERA HOLDING OR BIOTHERA INC., THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS MAY BE ENFORCED IN ANY FEDERAL OR STATE COURT SITTING IN MINNESOTA, AND INVESTOR CONSENTS TO THE JURISDICTION AND VENUE OF SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IF INVESTOR COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, EITHER BIOTHERA HOLDING OR BIOTHERA INC. MAY HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Section 7.6 Waiver of Jury Trial. EACH OF BIOTHERA HOLDING, BIOTHERA INC. AND INVESTOR IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER FUNDING DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 7.7 Survival of Agreement. All representations, warranties, covenants, and agreement made by the parties herein or in the other Transaction Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Transaction Document shall be deemed to have been relied upon by the other party hereto and shall survive the consummation of the transactions contemplated by this Agreement and the other Transaction Documents, regardless of any investigation made by or on behalf of either party, and shall continue in full force and effect.

Section 7.8 Indemnification. Each party hereto shall defend, protect, indemnify, and hold harmless the other party hereto, its affiliates, and their directors, officers, employees, attorneys, and agents (each, an "Indemnitee" and, collectively, the "Indemnitees") from and against any and all claims, actions, damages, liabilities, judgments, costs, and expenses (including all reasonable fees and disbursements of counsel that are incurred in the investigation or defense of any matter) imposed upon, incurred by, or asserted against any Indemnitee, whether direct, indirect, or consequential and whether based on federal, state, local, or foreign laws or regulations (including securities laws, environmental laws, commercial laws, and regulations), common law or on equitable cause, contract, or otherwise:

(a) by reason of, relating to, or in connection with the execution, delivery, performance, or enforcement of this Agreement or any other Transaction Document or any transaction contemplated by this Agreement or any other Transaction Document; or

(b) by reason of, relating to, or in connection with any credit extended or used under the this Agreement or any other Transaction Document or any act done or omitted by any Person, or the exercise of any rights or remedies thereunder;

provided, however, that neither party shall not be liable to any Indemnitee for any portion of such claims, damages, liabilities, and expenses resulting from such Indemnitee's gross negligence or willful misconduct. If this indemnity is unenforceable as a matter of law as to a particular matter or consequence referred to herein, it shall be enforceable to the full extent permitted by law.

Without prejudice to the survival of any other obligation of the parties hereunder the indemnities and obligations of each party in this Section shall survive the termination of this Agreement.

Section 7.9 Mutual Release. IN ORDER TO INDUCE EACH PARTY TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS TO WHICH IT OR HE IS A PARTY, EACH OF BIOTHERA HOLDING, BIOTHERA INC. AND INVESTOR HEREBY RELEASES AND FOREVER DISCHARGES THE OTHER PARTY AND ITS SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES AND PARTICIPANTS FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, PROCEEDINGS, DEBTS, SUMS OF MONEY, COVENANTS, CONTRACTS, CONTROVERSIES, CLAIMS AND DEMANDS, AT LAW OR IN EQUITY, WHICH BIOTHERA HOLDING, BIOTHERA INC. OR INVESTOR EVER HAD OR NOW HAS AGAINST THE OTHER PARTY OR ANY OF ITS SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES OR PARTICIPANTS BY VIRTUE OF THEIR RELATIONSHIP TO EACH OTHER, OTHER THAN THE OBLIGATIONS OF EACH PARTY EVIDENCED BY AND UNDER THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS TO WHICH IT OR HE IS A PARTY.

Section 7.10 Captions. The captions or headings herein and any table of contents hereto are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

Section 7.11 Entire Agreement. This Agreement and the Transaction Documents embody the entire agreement and understanding between Biothera Holding, Biothera Inc. and Investor with respect to the subject matter hereof and thereof. This Agreement and the other Transaction Documents supersede all prior agreements and understandings relating to the subject matter hereof and thereof, as set forth herein and therein.

Section 7.12 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.

[Signature Pages Follows]

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

BIOThERA HOLDING CORP.



By _____
Name William Gacki
Title CFO

BIOThERA, INC.



By _____
Name William
Title CFO

Address for Biothera Holding:

Attention: William L. Gacki
3388 Mike Collins Drive
Eagan, Minnesota 55121

Address for Biothera Inc.:

Attention: William L. Gacki
3388 Mike Collins Drive
Eagan, Minnesota 55121

DAVID DENT, INDIVIDUALLY

By: DAVID DENT
Name _____
Title _____

By: David Dent
David Dent

Address for Investor:

6712 Arrowhead Pass
Edina, Minnesota 55439

FROM 3/25/15 AGREEMENT
INCLUDING 2.1 (D) IRA 30 DAY EXERCISE
@ \$1.15

SCHEDULE A TO
FINANCING AGREEMENT

| Original Issuer | Current Issuer | Warrant Number | Shares | Original Exercise Price | Amended Exercise Price | Exercise Value |
|---|------------------------|----------------|--------------|-------------------------|------------------------|----------------|
| <u>Recapitalization Warrants</u> | | | | | | |
| Biothera Holding Corp. | Biothera Holding Corp. | 5339 | 176,133 | \$1.88 | \$1.15 | \$202,552.95 |
| Biopolymer Engineering, Inc. | Biothera Holding Corp. | 5384 | 83,334 | \$3.00 | \$1.15 | \$95,834.10 |
| Biopolymer Engineering, Inc. | Biothera Holding Corp. | 5448 | 83,334 | \$3.00 | \$1.15 | \$95,834.10 |
| Biopolymer Engineering, Inc. | Biothera Holding Corp. | 5608 (partial) | 91,981 | \$3.50 | \$1.15 | \$105,778.15 |
| | | | Total | | | \$499,999.30 |

Remaining Warrants

| | | | | | | |
|------------------------------|------------------------|----------------|--------------------|--------|--|---------|
| Biopolymer Engineering, Inc. | Biothera Holding Corp. | 5608 (reduced) | 15,163 | \$3.50 | | |
| Biothera, Inc. | Biothera Holding Corp. | 5682 | 15,315 | \$4.00 | | |
| Biothera, Inc. | Biothera Holding Corp. | 5974 | 20,834 | \$6.00 | | |
| Biothera Holding Corp. | Biothera Holding Corp. | 6109 | 20,834 | \$6.00 | | |
| Biopolymer Engineering, Inc. | Biothera Holding Corp. | 5788 | 35,714 | \$3.50 | | |
| | | | Total | | | 107,860 |
| | | | Grand Total | | | 542,642 |

Schedule B
Daily Interest Calculation

Daily accrued interest: \$205.48