

Amarantus Bioscience Holdings, Inc.  
Form 8-K  
February 25, 2015

**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): **February 23, 2015**

**AMARANTUS BIOSCIENCE HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**

(State or other jurisdiction of incorporation or organization)

**000-55016**

(Commission File Number)

**26-0690857**

IRS Employer

Identification No.)

**655 Montgomery Street, Suite 900**

**San Francisco, CA**

**94111**

(Address of Principal Executive Offices) (Zip Code)

**(408) 737-2734**

(Registrant's telephone number, including area code)

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
  
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
  
- 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))

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

### *Settlement Agreement*

Effective on February 23, 2015, Amaranthus Bioscience Holdings, Inc. (the “Company”) entered into a Settlement Agreement (the “Settlement Agreement”) by and among the Company (on behalf of Regenicin, Inc., “Regenicin”), Lonza Group, Ltd., Lonza America, Inc., and Lonza Walkersville, Inc. (together, the “Lonza Group”), pursuant to which the Company, on behalf of Regenicin, and the Lonza Group agreed to a settlement, dismissal with prejudice and release of claims as it relates to an action commenced by Regenicin in the Superior Court of Fulton County entitled, Regenicin, Inc. v. Lonza Walkersville, Inc., Lonza Group, Ltd. And Lonza America, Inc., Case No. 2013-CV-237150, which action was removed to the United States District Court for the Northern District of Georgia, Case No. 1:13-cv-3596, and thereafter transferred to the United States District Court for the District of New Jersey, Case No. 1:13-cv-3596 (the “Action”).

### *Note Purchase Transaction*

On February 23, 2015, the Company entered into a Securities Purchase Agreement (the “SPA”) with an institutional investor (the “Investor”) pursuant to which such Investor purchased (i) an aggregate of \$2,500,000 in principal amount of 12% Promissory Notes (the “Notes”) due December 23, 2015, and (ii) 1,250,000 shares of the Company’s restricted common stock (together, the “Note Transaction”).

The principal amount of the Notes shall accrue interest at a rate equal to 12% per annum, of which six (6) months’ worth of interest shall be guaranteed, payable on the Maturity Date in cash, or, at the Company’s option, in common stock or a combination thereof. At any time upon ten (10) days written notice to the Investor, the Company may prepay any portion of the principal amount of the Notes and any accrued and unpaid interest at an amount equal to 110% of the then outstanding principal amount of the Notes and guaranteed interest, 10% of which may be paid in cash or, at the Company’s option, in common stock or a combination thereof. Within three (3) business days following the consummation of a Qualified Financing (as defined in the Note), the Company shall prepay the entire principal amount of the Note then outstanding and any accrued and unpaid interest, at an amount equal to 110% of the then outstanding principal amount of the Notes and guaranteed interest, 10% of which may be paid in cash or, at the Company’s option, in common stock or a combination thereof.

The Notes contain certain customary Events of Default (including, but not limited to, default in payment of principal or interest thereunder, breaches of covenants, agreements, representations or warranties thereunder, the occurrence of an event of default under certain material contracts of the Company, including the transaction documents relating to the Note Transaction, changes in control of the Company and the entering or filing of certain monetary judgments against the Company). Upon the occurrence of any such Event of Default the outstanding principal amount of the

Notes, plus accrued but unpaid interest, liquidated damages, and other amounts owing in respect thereof through the date of acceleration, shall become, at the Investor's election, immediately due and payable in cash. Upon any Event of Default that results in acceleration of the Notes, the interest rate on the Notes shall accrue at an interest rate equal to the lesser of 24% per annum or the maximum rate permitted under applicable law.

In connection with the Note Transaction, effective on February 23, 2015, the Company entered into a Security Agreement with the Investor (the "Security Agreement") pursuant to which the Company agreed to grant a security interest in certain of its property (the "Collateral") to the Investor in order to secure the prompt payment, performance and discharge in full of all of the Company's obligations under the Notes. The Collateral shall consist of all of the Debtors' rights, title and interest in and to that certain Asset Purchase Agreement, dated November 7, 2014, by and among the Company, Regenicin, Inc., Clark Corporate Law Group, LLP, and Gordon & Rees, LLP and that certain Option Agreement, dated November 7, 2014, by and between the Company and Lonza Walkersville.

The foregoing description of the Settlement Agreement, the SPA, the Note and the Security Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of each of the Settlement Agreement, the SPA, the Note, and the Security Agreement, , attached hereto as Exhibit 10.1 Exhibit 10.2, Exhibit 10.3, and Exhibit 10.4, respectively.

**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 in Item 1.01 is incorporated by reference herein.

**Item 3.02 Unregistered Sales of Equity Securities.**

The information set forth in Item 1.01 is incorporated by reference herein.

The issuance of the securities described above were completed in accordance with the exemption provided by Section 4(a)(2) of the Securities Act of 1933, as amended.

**Item 9.01 Financial Statements and Exhibits.**

*(d) Exhibits*

<b>Exhibit No.</b>	<b>Description</b>
10.1	Settlement Agreement, dated February 23, 2015, by and among Amaranthus BioScience Holdings, Inc. (on behalf of Regenicin, Inc.), Lonza Group, Ltd., Lonza America, Inc., and Lonza Walkersville, Inc.
10.2	Form of Securities Purchase Agreement
10.3	Form of 12% Promissory Note
10.4	Form of Security Agreement

**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 thereunto duly authorized.

**AMARANTUS BIOSCIENCE  
HOLDINGS, INC.**

Date: February 25, 2015 By: */s/ Gerald E. Commissiong*  
Name: Gerald E. Commissiong  
Title: Chief Executive Officer