



Trimel BioPharma SRL.
Durants Business Centre, Suite B
Durants, Christ Church, BB17097
Barbados
Phone 246-420-7548 Fax 246-420-7550

April 4, 2013

Attention: Mr. Udo Mattern
M&P Patent AG,
c/o Fundationsanstalt,
Heiligkreuz 6, LI – 9490 Vaduz
Liechtenstein

Dear Sir,

This will confirm the agreement that we have reached with respect to the milestone payment referred to in Section 13.4(b) of the Intellectual Property Rights and Product Development Agreement of 22 May 2009 (the "Rights Agreement") between Trimel Biopharma SRL ("Trimel") and M&P Patent AG ("M&P") as that Section 13.4(b) was amended by Amendment #2 to the Rights Agreement, dated June 2011. That milestone payment is referred to in this letter agreement as the "13.4(b) Milestone".

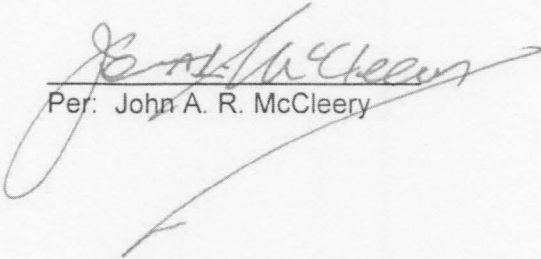
1. Trimel will pay to M&P the sum of two million dollars (USD \$2,000,000), as follows:
 - (a) one million dollars (USD \$1,000,000) on or before April 25, 2013;
 - (b) one million dollars (USD \$1,000,000) on or before May 7, 2013.
2. Provided Trimel makes the payments referred to in Section 1(a) and 1(b) above, M&P shall accept such payments in full satisfaction of Trimel's obligation to pay the 13.4(b) Milestone.
3. Provided that Trimel is not in default of its obligations under Sections 1(a) and 1(b) above, M&P shall not issue or deliver any notice of breach, default or termination of the Rights Agreement in respect of the 13.4(b) Milestone.
4. If it is determined in the arbitration proceeding commenced by Trimel on 27 January 2013 (Case No. 500061-2013; the "Arbitration") that termination of the rights of Trimel to the TRT Product is an appropriate remedy for the failure of Trimel to pay to M&P the full amount of the TRT milestone due on December 31, 2012, the amounts paid by Trimel under Sections 1(a) and 1(b) above shall be credited against any amount now or hereafter payable by Trimel to M&P.

5. For avoidance of any doubt, neither the fact that M&P and Trimel enter into the present letter agreement nor the payments under Sections 1(a) and 1(b) by Trimel shall in any way prejudice or influence the Arbitration.
6. Upon payment of the amounts payable under Sections 1(a) and 1(b), Trimel and M&P shall enter into good faith negotiations to find a mutually acceptable resolution to the issues raised in the Arbitration. Provided that each of Trimel and M&P is satisfied that reasonable progress is being made towards such a resolution, Trimel and M&P shall jointly request a stay of the Arbitration pending the outcome or termination of such negotiations.
7. The present letter is understood by M&P and Trimel to bindingly amend the terms and conditions of the Rights Agreement with respect to the milestone payment referred to in Section 13.4(b) and, correspondingly, the present letter shall form an integral part of the Rights Agreement.

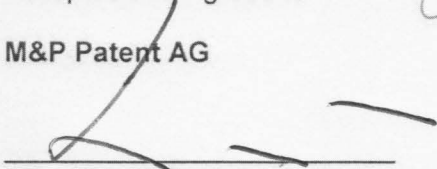
Please execute this letter agreement where indicated below to confirm your agreement with its contents.

Yours very truly,

Trimel Biopharma SRL


Per: John A. R. McCleery

Accepted and Agreed to
M&P Patent AG


Per: Udo Mattern