

BIOTIME INC  
Form SC 13D/A  
October 22, 2007

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, DC 20549**

**SCHEDULE 13D/A**

THE SECURITIES EXCHANGE ACT OF 1934  
(Amendment No. 5)

BioTime, Inc.  
(Name of Issuer)

Common Stock  
(Title of Class of Securities)

09066L105  
(CUSIP Number)

Neal C. Bradsher  
724 Fifth Avenue, 9th Floor  
New York, New York 10019

(Name, Address and Telephone Number of Person Authorized to Receive  
Notices and Communications)

October 17, 2007  
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of ss.240.13D-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [ ].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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CUSIP No. 09066L105

1. NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Broadwood Partners, L.P. (1)

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC, AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

0

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8. SHARED VOTING POWER

3,295,563

9. SOLE DISPOSITIVE POWER

0

10. SHARED DISPOSITIVE POWER

3,295,563

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY  
EACH REPORTING  
PERSON

3,295,563

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES  
CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN  
ROW (11)

14.3%

14. TYPE OF REPORTING PERSON

PN

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CUSIP No. 09066L105

1. NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS  
(ENTITIES ONLY)

Broadwood Capital, Inc.

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC, AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

New York

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

0

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8. SHARED VOTING POWER

3,295,563

9. SOLE DISPOSITIVE POWER

10. SHARED DISPOSITIVE POWER

3,295,563

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY  
EACH REPORTING  
PERSON

3,295,563

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES  
CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN  
ROW (11)

14.3%

14. TYPE OF REPORTING PERSON

CO

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CUSIP No. 09066L105

1. NAME OF REPORTING PERSONS  
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

Neal C. Bradsher

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC, AF, OO

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS  
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION

United States of America

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH

7. SOLE VOTING POWER

42,908

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8. SHARED VOTING POWER

3,295,563

9. SOLE DISPOSITIVE POWER

42,908

10. SHARED DISPOSITIVE POWER

3,295,563

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY  
EACH REPORTING  
PERSON

3,338,471

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES  
CERTAIN SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN  
ROW (11)

14.5%

14. TYPE OF REPORTING PERSON

IN

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CUSIP No. 09066L105

Item 1. Security and Issuer.

BioTime, Inc., (the “Issuer”) Common Shares, no par value (the “Shares”)

BioTime, Inc.  
6121 Hollis Street  
Emeryville, California 94608

Item 2. Identity and Background.

- (a) This amendment to Schedule 13D is being filed by Broadwood Partners, L.P. (“Broadwood Partners”), Broadwood Capital, Inc. (“Broadwood Capital”), the general partner of Broadwood Partners and Neal C. Bradsher, the President of Broadwood Capital (each of Broadwood Partners, Broadwood Capital and Neal C. Bradsher may be referred to herein as a “Reporting Person” and collectively may be referred to as “Reporting Persons”).
- (b) Broadwood Partners is a Delaware limited partnership with its principal business address at 724 Fifth Avenue, 9th Floor, New York, New York 10019. Broadwood Capital is a New York corporation with its principal business address at 724 Fifth Avenue, 9th Floor, New York, New York 10019. Neal C. Bradsher is a United States citizen whose principal business address is c/o Broadwood Capital, Inc., 724 Fifth Avenue, 9th Floor, New York, New York 10019.
- (c) The Shares reported herein are held in the name of the Broadwood Partners and Neal C. Bradsher.
- (d) None of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) during the last five years.
- (e) None of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction during the last five years, and no Reporting Person is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

As of the date hereof Broadwood Partners may be deemed to beneficially own 3,295,563 Shares.

As of the date hereof Broadwood Capital may be deemed to beneficially own 3,295,563 Shares.

As of the date hereof Neal C. Bradsher may be deemed to beneficially own 3,338,471 Shares.

No borrowed funds were used to purchase the Shares, other than any borrowed funds used for working capital purposes in the ordinary course of business.

Item 4. Purpose of Transaction.

The Reporting Persons have acquired their Shares of the Issuer for investment. The Reporting Persons have no plans or proposals as of the date of this filing which, other than as expressly set forth below, would relate to or would result in: (a) any extraordinary corporate transaction involving the Issuer; (b) any change in the present Board of Directors or management of the Issuer; (c) any material change in the present capitalization or dividend policy of the Issuer; (d) any material change in the operating policies or corporate structure of the Issuer; (e) any change in the Issuer's charter or by-laws; (f) the Shares of the Issuer ceasing to be authorized to be quoted in the NASDAQ inter-dealer quotation system; or (g) causing the Issuer to become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934.

The Reporting Persons, however, reserve the right, at a later date, to effect one or more of such changes or transactions in the number of share they may be deemed to beneficially own.

The Reporting Persons have been and may continue to be in contact with members of the Issuer's management, the Issuer's Board of Directors, other significant shareholders and others regarding alternatives that the Issuer could employ to maximize shareholder value.

The Reporting Persons further reserve the right to act in concert with any other shareholders of the Issuer, or other persons, for a common purpose should it determine to do so, and/or to recommend courses of action to management and the shareholders of the Issuer.

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Item 5. Interest in Securities of the Issuer.

(a, b) As of the date hereof, Broadwood Partners may be deemed to be the beneficial owner of 3,295,563 Shares, constituting 14.3% of the Shares of the Issuer, based upon the 23,034,374\* Shares deemed outstanding.

Broadwood Partners has the sole power to vote or direct the vote of 0 Shares; has the shared power to vote or direct the vote of 3,295,563 Shares; has sole power to dispose or direct the disposition of 0 Shares; and has shared power to dispose or direct the disposition of 3,295,563 Shares.

Broadwood Partners specifically disclaims beneficial ownership in the Shares reported herein except to the extent of its pecuniary interest therein.

(a, b) As of the date hereof, Broadwood Capital may be deemed to be the beneficial owner of 3,295,563 Shares, constituting 14.3% of the Shares of the Issuer, based upon the 23,034,374\* Shares deemed outstanding.

Broadwood Capital has the sole power to vote or direct the vote of 0 Shares; has the shared power to vote or direct the vote of 3,295,563 Shares; has sole power to dispose or direct the disposition of 0 Shares; and has shared power to dispose or direct the disposition of 3,295,563 Shares.

Broadwood Capital specifically disclaims beneficial ownership in the Shares reported herein except to the extent of its pecuniary interest therein.

(a, b) As of the date hereof, Neal C. Bradsher may be deemed to be the beneficial owner of 3,338,471 Shares, constituting 14.5% of the Shares of the Issuer, based upon the 23,034,374\* Shares deemed outstanding.

Neal C. Bradsher has the sole power to vote or direct the vote of 42,908 Shares; has the shared power to vote or direct the vote of 3,295,563 Shares; has sole power to dispose or direct the disposition of 42,908 Shares; and has shared power to dispose or direct the disposition of 3,295,563 Shares.

Neal C. Bradsher specifically disclaims beneficial ownership in the Shares reported herein except to the extent of his pecuniary interest therein.

- (c) The trading dates, number of Shares purchased and sold and price per share for all transactions in the Shares during the past 60 days by the Reporting Persons are set forth in Exhibit B. All such transactions were effected in transactions with brokers.
- (\*) The number of outstanding shares is based on the 22,834,374 shares the Issuer reported outstanding as of August 2, 2007, adjusted for shares subsequently issued by the Issuer and warrants held by the Reporting Persons.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

On October 17, 2007 the Issuer entered into an agreement with Broadwood Partners, L.P. and certain other shareholders (the "Agreement") that increased the amount of the Issuer's line of credit to \$1,000,000 and extends the maturity date of the line of credit under the Issuer's April 12, 2006 Credit Agreement. The new maturity date of the Credit Agreement will be April 30, 2008. The line of credit may mature prior to April 30, 2008 if the Issuer receives an aggregate of \$2,000,000 through (A) the sale of capital stock, (B) the collection of licensing fees, signing fees, milestone fees, or similar fees in excess of \$1,000,000 under any present or future agreement pursuant to which the Issuer grants one or more licenses to use its patents or technology, and (C) funds borrowed from other lenders. Loans under the line of credit will bear interest at 12% per annum. The Issuer will use the line of credit for working capital purposes. The line of credit is collateralized by a security interest in the Issuer's right to receive royalty and other payments under the Issuer's License Agreement with Hospira, Inc.

In consideration for making the new line of credit available, the Issuer will issue to the investors a total of 200,000 Shares. Under the terms of the Agreement, Broadwood Partners has agreed to lend the Issuer up to \$250,000, and will receive 50,000 Shares. Pursuant to the Agreement Broadwood Partners will be entitled to certain registration rights with respect to the Shares issued under the terms of the Agreement.

Item 7. Material to be Filed as Exhibits.

Exhibit A: Joint Filing Agreement.

Exhibit B: Transactions in the Shares by the Reporting Persons.

Exhibit C: First Amended and Restated Revolving Line of Credit, dated October 17, 2007. (Incorporated by reference to the Issuer's Form 8-K filed on October 19, 2007)



Exhibit D: Form of Amended and Restated Revolving Credit Note.  
(Incorporated by reference to the Issuer's Form 8-K filed on October 19, 2007)

Exhibit E: Form of Revolving Credit Note. (Incorporated by reference to the Issuer's Form 8-K filed on October 19, 2007)

Exhibit F: First Amended and Restated Security Agreement, dated October 17, 2007. (Incorporated by reference to the Issuer's Form 8-K filed on October 19, 2007)

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

BROADWOOD PARTNERS, L.P.

By: Broadwood Capital, Inc.

By: /s/ Neal C. Bradsher

Name: Neal C. Bradsher

Title: President

BROADWOOD CAPITAL, INC.\*

By: /s/ Neal C. Bradsher

Name: Neal C. Bradsher

Title: President

/s/ Neal C. Bradsher \*

NEAL C. BRADSHER \*

October 22, 2007

\* The Reporting Persons disclaim beneficial ownership over the securities reported herein except to the extent of the reporting persons' pecuniary interest therein.

Attention: Intentional misstatements or omissions of fact constitute Federal criminal violations (see 18 U.S.C. 1001).

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**Joint Filing Agreement**

Pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees that only one statement containing the information required by Schedule 13D need be filed with respect to the ownership by each of the undersigned of Common Shares, no par value of BioTime, Inc.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Executed this 22th day of October, 2007.

BROADWOOD PARTNERS, L.P.

By: Broadwood Capital, Inc.

By: /s/ Neal C. Bradsher

Name: Neal C. Bradsher

Title: President

BROADWOOD CAPITAL, INC.

By: /s/ Neal C. Bradsher

Name: Neal C. Bradsher

Title: President

/s/ Neal C. Bradsher

NEAL C. BRADSHER

\* The Reporting Persons disclaim beneficial ownership over the securities reported herein except to the extent of the reporting persons' pecuniary interest therein.

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**TRANSACTIONS IN THE SHARES****TRANSACTIONS IN THE SHARES BY BROADWOOD PARTNERS**

<u>Date of Transaction</u>	<u>Number of Shares Purchase/(Sold)</u>	<u>Price of Shares</u>
10/17/2007	50,000	(1)

(1) The Reporting Persons received these common shares in consideration of the Reporting Persons' participation in the Agreement.

**TRANSACTIONS IN THE WARRANTS WHICH ARE EXERCISABLE INTO THE SHARES****TRANSACTIONS BY BROADWOOD PARTNERS**

<u>Date of Transaction</u>	<u>Number of Shares Purchase/(Sold)</u>	<u>Price of Shares</u>
	None	

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