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): November 12, 2013

Titan Pharmaceuticals, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware	0-27436	94-3171940
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

400 Oyster Point Blvd., Suite 505, South San Francisco, CA	94080
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: 650-244-4990

(Former Name or Former Address, if Changed Since Last Report)

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 (see General Instruction A.2. below):

☐ 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))

Item 1.01. Entry Into a Definitive Material Agreement.

On November 12, 2013, Titan Pharmaceuticals, Inc. (the "Company" or "Titan") and Braeburn Pharmaceuticals Sprl ("Braeburn") entered into a Stock Purchase Agreement (the "SPA") and a third amendment (the "Amendment") to the License Agreement dated December 14, 2012, as amended (the "License Agreement") to provide for a $5,000,000 equity investment by Braeburn in the Company and the modification of certain terms of the License Agreement, including the amount and timing of the approval and sales milestone payments thereunder.

Pursuant to the SPA, Titan will issue 6,250,000 shares of its common stock to Braeburn for an aggregate purchase price of $5,000,000, or $.80 per share, the closing price on November 11, 2013.

The Amendment provides for a reduction in the milestone payable to Titan upon approval of the Probuphine New Drug Application by the United States Food and Drug Administration from $45 million to $15 million and an increase in the total amount of potential sales milestones payable under the License Agreement from $130 million to $165 million. Furthermore, the sales level threshold for achievement of the highest royalty tier has been lowered. Braeburn has agreed to assume responsibility for all third party expenses relating to the current Probuphine regulatory approval process. The Amendment also contains a provision entitling Titan to receive a low single digit royalty on sales by Braeburn, if any, of other mid and long-term continuous delivery treatments for opioid dependence. Titan has the additional right to elect to receive a low single digit royalty on sales by Braeburn, if any, of other products in the addiction market in exchange for a similar reduction in the Company's royalties on Probuphine.

Copies of the SPA and the Amendment are attached hereto as Exhibit 10.1 Exhibit 10.2, respectively, and the description thereof contained in this Current Report on Form 8-K is qualified in its entirety by reference to such exhibit. A copy of the press release issued by the Company with respect to the Amendment is attached hereto as Exhibit 99.1 and is incorporated herein by reference,

Item 3.02. Unregistered Sales of Equity Securities.

As described more fully in Item 1.01 above, the Company entered into an SPA for the sale of 6,250,000 shares of its common stock to Braeburn for an aggregate purchase price of $5,000,000. The shares are being issued in a private transaction exempt from registration pursuant to Section 4(2) of the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Stock Purchase Agreement dated November 12, 2013 Titan Pharmaceuticals, Inc. and Braeburn Pharmaceuticals Sprl
10.2	Amendment dated November 12, 2013 to License Agreement dated December 14, 2012 between Titan Pharmaceuticals, Inc. and Braeburn Pharmaceuticals Sprl *
99.1	Press Release, dated November 13, 2013.

***** Confidential treatment has been requested with respect to portions of this exhibit.

SIGNATURE

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.

Dated: November 13, 2013

TITAN PHARMACEUTICALS, INC.

By: /s/ Sunil Bhonsle
Name: Sunil Bhonsle
Title: President

Exhibit Index

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of November 12, 2013, by and among Titan Pharmaceuticals, Inc., a Delaware corporation with headquarters located at 400 Oyster Point Blvd., Suite 505, South San Francisco, California 94080 (the "**Company**"), and the investor identified on the signature pages hereto (the "**Investor**").

PREAMBLE

A. The Company and the Investor are executing and delivering this Agreement in reliance upon the exemption from registration afforded by Section 4(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506 of Regulation D ("**Regulation D**") as promulgated by the United States Securities and Exchange Commission (the "**SEC**") under the Securities Act.

B. The Investor wishes to purchase, and the Company wishes to sell, upon the terms and conditions stated in this Agreement, (i) that aggregate number of shares of the common stock, par value $0.001 per share, of the Company (the "**Common Stock**"), set forth on the Investor's signature page to this Agreement (which aggregate amount shall be six million two hundred fifty thousand (6,250,000) shares of Common Stock and shall collectively be referred to herein as the "**Common Shares**"). The purchase price per share shall be eighty cents ($0.80), or five million dollars ($5,000,000) in the aggregate.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Investor agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings indicated:

"**Affiliate**" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 144 under the Securities Act.

"**Agreement**" has the meaning set forth in the Preamble.

"**Business Day**" means any day other than Saturday, Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in The State of New York are authorized or required by law or other governmental action to close.

"**Closing**" means the closing of the purchase and sale of the Common Shares pursuant to Section 2.1.

"**Closing Date**" means the date and time of the Closing and shall be on such date and time as is mutually agreed to by the Company and the Investor, but in no event later than the tenth Trading Day after the date of this Agreement.

"Company" has the meaning set forth in the Preamble.

"**Company Counsel**" means Loeb & Loeb LLP, counsel to the Company.

"**Common Shares**" has the meaning set forth in the Preamble.

"**Common Stock**" has the meaning set forth in the Preamble.

"**Convertible Securities**" means any stock or securities (other than Options) convertible into or exercisable or exchangeable for Common Stock.

"**Disclosure Materials**" has the meaning set forth in Section 3.1(f).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**GAAP**" has the meaning set forth in Section 3.1(g).

"**Indemnified Party**" has the meaning set forth in Section 6.3(c).

"**Indemnifying Party**" has the meaning set forth in Section 6.3(c).

"**Intellectual Property Rights**" has the meaning set forth in Section 3.1(m).

"**Investor**" has the meaning set forth in the Preamble.

"**Lien**" means any lien, charge, claim, security interest, encumbrance, right of first refusal or other restriction.

"**Losses**" means any and all losses, claims, damages, liabilities, settlement costs and expenses, including, without limitation, reasonable attorneys' fees.

"**Material Adverse Effect**" means (i) a material adverse effect on the results of operations, assets, business, prospects or financial condition of the Company or (ii) material and adverse impairment of the Company's ability to perform its obligations under any of the Transaction Documents, provided, that none of the following alone shall be deemed, in and of itself, to constitute a Material Adverse Effect: (i) a change in the market price or trading volume of the Common Stock or (ii) changes in general economic conditions or changes affecting the industry in which the Company operates generally (as opposed to Company-specific changes) so long as such changes do not have a disproportionate effect on the Company.

"**Material Permits**" has the meaning set forth in Section 3.1(m).

"**Options**" means any outstanding rights, warrants or options to subscribe for or purchase Common Stock or Convertible Securities.

"Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and any other legal entity.

"**Proceeding**" means an action, claim, suit, investigation or proceeding (including, without limitation, a partial proceeding, such as a deposition), whether commenced or threatened in writing.

"**Prospectus**" means the prospectus included in the Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement, and all other amendments and supplements to the Prospectus including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"**Registrable Securities**" means the Common Shares issued or issuable pursuant to the Transaction Documents, together with any securities issued or issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; *provided* that Common Shares shall cease to be Registrable Securities upon the earliest to occur of the following: (A) sale pursuant to a Registration Statement or Rule 144 under the Securities Act (in which case, only such security sold shall cease to be a Registrable Security); or (B) becoming eligible for sale without volume limitations by the Holder pursuant to Rule 144(b).

"**Registration Statement**" means any registration statement filed under Article VI filed after the Closing Date, including (in each case) the Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"**Regulation D**" has the meaning set forth in the Preamble.

"**Rule 144**," "**Rule 415**," and "**Rule 424**" means Rule 144, Rule 415 and Rule 424, respectively, promulgated by the SEC pursuant to the Securities Act, as such Rules may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"SEC" has the meaning set forth in the Preamble.

"**SEC Reports**" has the meaning set forth in Section 3.1(f).

"**Securities Act**" has the meaning set forth in the Preamble.

"**Shares**" means shares of the Company's Common Stock.

"**Short Sales**" means all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, swaps, derivatives and similar arrangements.

"**Trading Day**" means (i) a day on which the Common Stock is traded on a Trading Market (other than the OTC Bulletin Board), or (ii) if the Common Stock is not listed or quoted on a Trading Market (other than the OTC Bulletin Board), a day on which the Common Stock is traded in the over-the-counter market, as reported by the OTC Bulletin Board, or (iii) if the Common Stock is not listed or quoted on any Trading Market, a day on which the Common Stock is quoted in the over-the-counter market as reported by the Pink Sheets LLC (or any similar organization or agency succeeding to its functions of reporting prices); provided, that in the event that the Common Stock is not listed or quoted as set forth in (i), (ii) and (iii) hereof, then Trading Day shall mean a Business Day.

"**Trading Market**" means whichever of the New York Stock Exchange, the NYSE/Amex, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market or OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

"Transaction Documents" means this Agreement and the documents and instruments to be delivered hereunder.

"**Transfer Agent**" means Continental Stock Transfer & Trust Company, or any successor transfer agent for the Company.

ARTICLE II
PURCHASE AND SALE

2.1 Closing. Subject to the terms and conditions set forth in this Agreement, at the Closing the Company shall issue and sell to the Investor, and the Investor shall purchase from the Company, such number of Common Shares for the price set forth on the Investor's signature page to this Agreement. The date and time of the Closing and shall be 11:00 a.m., New York City Time, on the Closing Date. The Closing shall take place at the offices of Company Counsel on the Closing Date.

2.2 Closing Deliveries.

(a) At the Closing, the Company shall deliver or cause to be delivered to the Investor the following:

(i) a copy of the Company's irrevocable instructions to the Transfer Agent instructing the Transfer Agent to promptly deliver one or more stock certificates, free and clear of all restrictive and other legends (except for a customary legend to the effect that the Common Shares have not been registered under the Securities act), evidencing such number of Common Shares set forth on the Investor's signature page to this Agreement, registered in the name of the Investor; and

(ii) a legal opinion of Company Counsel, in the form of Exhibit A, executed by such counsel and delivered to the Investors.

(b) At the Closing, the Investor shall deliver or cause to be delivered to the Company the purchase price set forth on the Investor's signature page to this Agreement in United States dollars and in immediately available funds, by wire transfer to an account designated in writing to the Investor by the Company for such purpose.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor that, except as set forth in the SEC Reports:

(a) Organization and Qualification. The Company is an entity duly organized, validly existing and in good standing under the laws of the State of Delaware, with the requisite legal authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation of any of the provisions of its certificate of incorporation, bylaws or other organizational or charter documents. The Company is duly qualified to do business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

(b) Authorization; Enforcement. The Company has the requisite corporate authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations hereunder including the issuance and sale of the Common Shares. The execution and delivery of each this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no further consent or action is required by the Company, its Board of Directors or its stockholders. This Agreement has been duly executed by the Company and is the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) No Conflicts. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not, and will not, (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound, or affected, except to the extent that such conflict, default, termination, amendment, acceleration or cancellation right would not reasonably be expected to have a Material Adverse Effect, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including, assuming the accuracy of the representations and warranties of the Investors set forth in Section 3.2 hereof, federal and state securities laws and regulations and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject, including all applicable Trading Markets), or by which any property or asset of the Company is bound or affected, except to the extent that such violation would not reasonably be expected to have a Material Adverse Effect.

(d) The Common Shares. The Common Shares are duly authorized and, when issued and paid for in accordance with this Agreement, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens and will not be subject to preemptive or similar rights of stockholders (other than those imposed by the Investors).

(e) Capitalization. The aggregate number of shares and type of all authorized, issued and outstanding classes of capital stock, options and other securities of the Company (whether or not presently convertible into or exercisable or exchangeable for shares of capital stock of the Company) is set forth in the Company's SEC Reports. All outstanding shares of capital stock are duly authorized, validly issued, fully paid and nonassessable and have been issued in compliance in all material respects with all applicable securities laws. Except as disclosed in the SEC Reports, the Company did not have outstanding at September 1, 2012 any other Options, script rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or entered into any agreement giving any Person any right to subscribe for or acquire, any shares of Common Stock, or securities or rights convertible or exchangeable into shares of Common Stock. Except as set forth in the SEC Reports, and except for customary adjustments as a result of stock dividends, stock splits, combinations of shares, reorganizations, recapitalizations, reclassifications or other similar events, there are no anti-dilution or price adjustment provisions contained in any security issued by the Company (or in any agreement providing rights to security holders) and the issuance and sale of the Common Shares will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Investors) and will not result in a right of any holder of securities to adjust the exercise, conversion, exchange or reset price under such securities.

(f) SEC Reports; Financial Statements. The Company has filed all reports required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the 12 months preceding the date hereof on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension and has filed all reports required to be filed by it under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof. Such reports required to be filed by the Company under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, together with any materials filed or furnished by the Company under the Exchange Act, whether or not any such reports were required being collectively referred to herein as the "**SEC Reports**" and, together with this Agreement, the "**Disclosure Materials**". As of their respective dates (or, if amended or superseded by a filing prior to the Closing Date, then on the date of such filing), the SEC Reports filed by the Company complied in all material respects with the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed (or, if amended or superseded by a filing prior to the date hereof, then on the date of such filing) by the Company, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or, if amended or superseded by a filing prior to the Closing Date, then on the date of such filing). Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("**GAAP**"), except as may be otherwise specified in such financial statements, the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP or may be condensed or summary statements, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, year-end audit adjustments. All material agreements to which the Company is a party or to which the property or assets of the Company are subject are included as part of or identified in the SEC Reports, to the extent such agreements are required to be included or identified pursuant to the rules and regulations of the SEC.

(g) Material Changes; Undisclosed Events, Liabilities or Developments; Solvency. Since the date of the latest audited financial statements included within the SEC Reports, (i) there has been no event, occurrence or development that, individually or in the aggregate, has had or would result in a Material Adverse Effect, (ii) the Company has not incurred any material liabilities other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or required to be disclosed in filings made with the SEC, (iii) the Company has not altered its method of accounting or changed its auditors, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders, in their capacities as such, or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock-based plans. The Company has not taken any steps to seek protection pursuant to any bankruptcy law nor does the Company have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so.

(h) Absence of Litigation. There is no action, suit, claim, or Proceeding, or, to the Company's knowledge, inquiry or investigation, before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company, threatened against or affecting the Company that could, individually or in the aggregate, to have a Material Adverse Effect.

(i) Compliance. Except as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect, (i) the Company is not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company under), nor has the Company received written notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) the Company is not in violation of any order of any court, arbitrator or governmental body, or (iii) the Company is not and has not been in violation of any statute, rule or regulation of any governmental authority.

(j) Private Placement; Investment Company; U.S. Real Property Holding Corporation. Neither the Company nor any of its Affiliates nor, any Person acting on the Company's behalf has, directly or indirectly, at any time within the past six months, made any offer or sale of any security or solicitation of any offer to buy any security under circumstances that would (i) eliminate the availability of the exemption from registration under Regulation D under the Securities Act in connection with the offer and sale by the Company of the Common Shares as contemplated hereby or (ii) cause the offering of the Common Shares pursuant to the Transaction Documents to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or stockholder approval provisions, including, without limitation, under the rules and regulations of any Trading Market. Assuming the accuracy of the representations and warranties of the Investor set forth in Section 3.2, no registration under the Securities Act is required for the offer and sale of the Common Shares by the Company to the Investors as contemplated hereby. The Company is not required to be registered as, and is not an Affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended. The Company is not required to be registered as a United States real property holding corporation within the meaning of the Foreign Investment in Real Property Tax Act of 1980.

(k) Disclosure. To the Company's knowledge, no event or circumstance has occurred or information exists with respect to the Company or its business, properties, operations or financial condition, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed.

(l) Patents and Trademarks. The Company owns, or possesses adequate rights or licenses to use, all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights ("**Intellectual Property Rights**") necessary to conduct its business as now conducted. None of the Company's Intellectual Property Rights have expired or terminated, or are expected to expire or terminate within three years from the date of this Agreement. The Company does not have any knowledge of any infringement by the Company of Intellectual Property Rights of others. There is no claim, action or proceeding being made or brought, or to the knowledge of the Company, being threatened, against the Company regarding its Intellectual Property Rights.

(m) Regulatory Permits. The Company possesses all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct its respective business as presently conducted and described in the SEC Reports ("**Material Permits"**), except where the failure to possess such permits does not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, and the Company has not received any written notice of proceedings relating to the revocation or modification of any Material Permit.

3.2 Representations and Warranties of the Investor. The Investor hereby represents and warrants to the Company as follows:

(a) Organization; Authority. The Investor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with the requisite corporate, partnership or other power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The purchase by the Investor of the Common Shares hereunder has been duly authorized by all necessary corporate, partnership or other action on the part of the Investor. This Agreement has been duly executed and delivered by the Investor and constitutes the valid and binding obligation of the Investor, enforceable against it in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) Investor Status. At the time the Investor was offered the Common Shares, it was, at the date hereof it is an "accredited investor" as defined in Rule 501(a) under the Securities Act or a "qualified institutional buyer" as defined in Rule 144A(a) under the Securities Act. Such Investor is not a registered broker dealer registered under Section 15(a) of the Exchange Act, or a member of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") or an entity engaged in the business of being a broker dealer.

(c) Experience of Such Investor. The Investor, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Common Shares, and has so evaluated the merits and risks of such investment. The Investor understands that it must bear the economic risk of this investment in the Common Shares indefinitely, and is able to bear such risk and is able to afford a complete loss of such investment.

(d) Access to Information. The Investor acknowledges that it has reviewed the Disclosure Materials and has been afforded: (i) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Common Shares and the merits and risks of investing in the Common Shares; (ii) access to information (other than material non-public information) about the Company and its financial condition, results of operations, business, properties, management and prospects sufficient to enable it to evaluate its investment; and (iii) the opportunity to obtain such additional information that the Company possesses or can acquire without unreasonable effort or expense that is necessary to make an informed investment decision with respect to the investment. Neither such inquiries nor any other investigation conducted by or on behalf of the Investor or its representatives or counsel shall modify, amend or affect the Investor's right to rely on the truth, accuracy and completeness of the Disclosure Materials and the Company's representations and warranties contained in the Transaction Documents. The Investor acknowledges receipt of copies of the SEC Reports.

(e) No Conflicts. The execution, delivery and performance by the Investor of this Agreement and the consummation by the Investor of the transactions contemplated hereby will not (i) result in a violation of the organizational documents of the Investor or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Investor is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Investor, except in the case of clauses (ii) and (iii) above, for such that are not material and do not otherwise affect the ability of the Investor to consummate the transactions contemplated hereby.

(f) Restricted Securities. The Investor understands that the Common Shares are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from the Company 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.

ARTICLE IV
OTHER AGREEMENTS OF THE PARTIES

4.1 Furnishing of Information. Until the date that the Investor (and any transferee) owning Common Shares may sell all of them under Rule 144 of the Securities Act (or any successor provision), the Company covenants to use its commercially reasonable efforts to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act. The Company further covenants that it will take such further action as any holder of Common Shares may reasonably request to satisfy the provisions of this Section 4.1.

4.2 Use of Proceeds. The Company intends to use the net proceeds from the sale of the Common Shares for working capital and general corporate purposes. Pending these uses, the Company intends to invest the net proceeds from this offering in short-term, interest-bearing, investment-grade securities, or as otherwise pursuant to the Company's customary investment policies

4.3 Securities Laws Disclosure. Promptly following the execution and delivery of this Agreement, the Company shall issue a press release (the "**Press Release**") disclosing all material terms of this Agreement and shall file with the SEC a Current Report on Form 8-K ("**8-K**") describing the material terms of this Agreement and the transactions contemplated thereby. Notwithstanding the foregoing, the Company shall give Investor a reasonable opportunity to review and comment on such proposed Press Release and 8-K prior to the dissemination and filing thereof, and shall consider in good faith the changes therein, if any, requested by the Investor. The Company shall not make, or permit to be made by any of its Affiliates, any other public statement with regard to this Agreement and the transaction contemplated hereby unless, (a) such statement is consistent with and limited to the matters described in the Press Release and 8-K, (b) the Investor has consented in writing to such statement, or (c) such statement, in the opinion of outside counsel to the Company, is required by law. Notwithstanding the preceding clauses (a) and (c), the Company shall give Investor a reasonable opportunity to review and comment on such proposed public statement prior to its dissemination, and shall consider in good faith the changes therein, if any, requested by the Investor.

ARTICLE V
CONDITIONS

5.1 Conditions Precedent to the Obligations of the Investors. The obligation of the Investor to acquire the Common Shares at the Closing is subject to the satisfaction or waiver by the Investor, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company contained herein shall be true and correct in all material respects as of the date when made and as of the Closing as though made on and as of such date;

(b) Performance. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by it at or prior to the Closing;

(c) No Suspensions of Trading in Common Stock. Trading in the Common Stock shall not have been suspended by the SEC or any other applicable authority at any time since the date of execution of this Agreement; and

(d) Absence of Litigation. No action, suit or proceeding by or before any court or any governmental body or authority, against the Company or pertaining to the transactions contemplated by this Agreement or their consummation, shall have been instituted on or before the Closing Date, which action, suit or proceeding would, if determined adversely, have a Material Adverse Effect.

5.2 Conditions Precedent to the Obligations of the Company. The obligation of the Company to sell the Common Shares at the Closing is subject to the satisfaction or waiver by the Company, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Investor contained herein shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made on and as of such date; and

(b) Performance. The Investor shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Investor at or prior to the Closing.

ARTICLE VI
REGISTRATION RIGHTS

6.1 Piggy-Back Registration Rights. If at any time after the Closing Date, the Company shall determine to prepare and file with the SEC a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, then the Company shall send to the Investor, provided it is not then eligible to sell all of its Registrable Securities under Rule 144 in a three-month period, written notice of such determination and if, within ten (10) days after receipt of such notice, the Investor shall so request in writing, the Company shall include in such registration statement all or any part of such Registrable Securities the Investor requests to be registered. The Investor agrees to furnish to the Company a completed selling stockholder questionnaire in customary form and further agrees that it shall not be entitled to the inclusion of its Registrable Securities unless it has returned such questionnaire to the Company. Notwithstanding the foregoing, in the event that, in connection with any underwritten public offering, the managing underwriter(s) thereof shall impose a limitation on the number of shares of Common Stock which may be included in the Registration Statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such Registration Statement only such limited portion of the Registrable Securities with respect to which the Investor has requested inclusion hereunder as the underwriter shall permit; *provided*, *however*, that (i) the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities, the holders of which are not contractually entitled to inclusion of such securities in such Registration Statement or are not contractually entitled to pro rata inclusion with the Registrable Securities and (ii) after giving effect to the immediately preceding proviso, any such exclusion of Registrable Securities shall be made pro rata among the Investor and the holders of other securities having the contractual right to inclusion of their securities in such Registration Statement by reason of demand registration rights, in proportion to the number of Registrable Securities or other securities, as applicable, sought to be included by the Investor or other holder. If an offering in connection with which the Investor is entitled to registration under this Section 6.1 is an underwritten offering, then the Investor whose Registrable Securities are included in such Registration Statement shall, unless otherwise agreed by the Company, offer and sell such Registrable Securities in an underwritten offering using the same underwriter or underwriters and, subject to the provisions of this Agreement, on the same terms and conditions as other shares of Common Stock included in such underwritten offering and shall enter into an underwriting agreement in a form and substance reasonably satisfactory to the Company and the underwriter or underwriters.

6.2 Registration Expenses. The Company shall pay all fees and expenses incident to the performance of or compliance with Article VI of this Agreement by the Company, including without limitation (a) all registration and filing fees and expenses, including without limitation those related to filings with the SEC, any Trading Market and in connection with applicable state securities or Blue Sky laws, (b) printing expenses (including without limitation expenses of printing certificates for Registrable Securities), (c) messenger, telephone and delivery expenses, (d) fees and disbursements of counsel for the Company, (e) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement, (f) all listing fees to be paid by the Company to the Trading Market and (g) the reasonable legal fees of the Investor, not to exceed $25,000 in the aggregate.

6.3 Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless the Investor, its officers, directors, partners, members, agents and employees, each Person who controls the Investor (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, partners, members, agents and employees of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all Losses, as incurred, arising out of or relating to (i) any misrepresentation or breach of any representation or warranty made by the Company in this Agreement or any other agreement, certificate, instrument or document contemplated hereby, (ii) any breach of any covenant, agreement or obligation of the Company contained in this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby, (iii) any cause of action, suit or claim brought or made against such Indemnified Party (as defined in Section 6.3(c) below) by a third party (including for these purposes a derivative action brought on behalf of the Company), arising out of or resulting from (x) the execution, delivery, performance or enforcement of this Agreement or any other agreement, certificate, instrument or document contemplated hereby or thereby, or (y) the status of Indemnified Party as holder of the Common Shares (unless, and only to the extent that, such action, suit or claim is based, including in part, upon a breach of the Investor's representations, warranties or covenants in this Agreement or any conduct by the Investor that constitutes fraud, gross negligence or willful misconduct), or (iv) any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus or any form of Company prospectus or in any amendment or supplement thereto or in any Company preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that (A) such untrue statements, alleged untrue statements, omissions or alleged omissions are based solely upon information regarding the Investor furnished in writing to the Company by the Investor for use therein, or to the extent that such information relates to the Investor or the Investor's proposed method of distribution of Registrable Securities and was reviewed and expressly approved by the Investor in writing expressly for use in the Registration Statement, or (B) with respect to any prospectus, if the untrue statement or omission of material fact contained in such prospectus was corrected on a timely basis in the prospectus, as then amended or supplemented, if such corrected prospectus was timely made available by the Company to the Investor, and the Investor seeking indemnity hereunder was advised in writing not to use the incorrect prospectus prior to the use giving rise to Losses.

(b) Indemnification by Investors. The Investor shall indemnify and hold harmless the Company and its directors, officers, agents and employees to the fullest extent permitted by applicable law, from and against all Losses (as determined by a court of competent jurisdiction in a final judgment not subject to appeal or review) arising solely out of any untrue statement of a material fact contained in the Registration Statement, any Prospectus, or any form of prospectus, or in any amendment or supplement thereto, or arising out of or relating to any omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or form of prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, but only to the extent that (i) such untrue statements or omissions are based solely upon information regarding the Investor furnished to the Company by the Investor in writing expressly for use therein, or to the extent that such information relates to the Investor or the Investor's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by the Investor expressly for use in the Registration Statement, such Prospectus or such form of prospectus or in any amendment or supplement thereto. In no event shall the liability of the Investor hereunder be greater in amount than the dollar amount of the net proceeds received by the Investor upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "**Indemnified Party**"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "**Indemnifying Party**") in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (i) the Indemnifying Party has agreed in writing to pay such fees and expenses; or (ii) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (iii) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and such Indemnified Party shall have been advised by counsel that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of separate counsel shall be at the expense of the Indemnifying Party). It shall be understood, however, that the Indemnifying Party shall not, in connection with any one such Proceeding (including separate Proceedings that have been or will be consolidated before a single judge) be liable for the fees and expenses of more than one separate firm of attorneys at any time for all Indemnified Parties, which firm shall be appointed by a majority of the Indemnified Parties. The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within 20 Trading Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

(d) Contribution. If a claim for indemnification under Section 6.3(a) or (b) is unavailable to an Indemnified Party (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 6.3(c), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 6.3(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 6.3(d), the Investor shall not be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by the Investor from the sale of the Registrable Securities subject to the Proceeding exceed the amount of any damages that the Investor has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

ARTICLE VII
MISCELLANEOUS

Termination. This Agreement may be terminated by the Company or the Investor, by written notice to the other party, if the Closing has not been consummated by 5:00 p.m. (New York City time), on the tenth Trading Day after the date of this Agreement; *provided* that no such termination will affect the right of any party to sue for any breach by the other party.

7.1 Fees and Expenses. Except as expressly set forth in this Agreement to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all Transfer Agent fees, stamp taxes and other taxes and duties levied in connection with the sale and issuance of the applicable Securities.

7.2 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into t. At or after the Closing, and without further consideration, the Company will execute and deliver to the Investors such further documents as may be reasonably requested in order to give practical effect to the intention of the parties under the Transaction Documents.

7.3 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via facsimile or email at the facsimile number or email address specified in this Section prior to 6:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile or email at the facsimile number or email address specified in this Section on a day that is not a Trading Day or later than 6:30 p.m. (New York City time) on any Trading Day, (c) the Trading Day following the date of deposit with a nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The addresses, facsimile numbers and email addresses for such notices and communications are those set forth on the signature pages hereof, or such other address or facsimile number as may be designated in writing hereafter, in the same manner, by any such Person.

7.4 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by the Company and the Investor or, in the case of a waiver, by the party against whom enforcement of any such waiver is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right.

7.5 Construction. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

7.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor. The Investor may assign its rights under this Agreement to any Person to whom the Investor assigns or transfers any Common Shares, *provided* (i) such transferor agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company after such assignment, (ii) the Company is furnished with written notice of (x) the name and address of such transferee or assignee and (y) the Registrable Securities with respect to which such registration rights are being transferred or assigned, (iii) following such transfer or assignment, the further disposition of such securities by the transferee or assignee is restricted under the Securities Act and applicable state securities laws, (iv) such transferee agrees in writing to be bound, with respect to the transferred Common Shares, by the provisions hereof that apply to the "Investor" and (v) such transfer shall have been made in accordance with the applicable requirements of this Agreement and with all laws applicable thereto.

7.7 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except that each Indemnified Party is an intended third party beneficiary of Section 6.3 and (in each case) may enforce the provisions of such Section directly against the parties with obligations thereunder.

7.8 Governing Law; Venue; Waiver of Jury Trial. ALL QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, ENFORCEMENT AND INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

7.9 Survival. The representations and warranties, agreements and covenants contained herein shall survive the Closing.

7.10 Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or email attachment, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or email-attached signature page were an original thereof.

7.11 Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

7.12 Replacement of Securities. If any certificate or instrument evidencing any Common Shares is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and the execution by the holder thereof of a customary lost certificate affidavit of that fact and an agreement to indemnify and hold harmless the Company for any losses in connection therewith.

7.13 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, each of the Investors and the Company will be entitled to seek specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agree to waive in any action for specific performance of any such obligation (other than in connection with any action for a temporary restraining order) the defense that a remedy at law would be adequate.

7.14 Adjustments in Share Numbers and Prices. In the event of any stock split, subdivision, dividend or distribution payable in shares of Common Stock (or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly shares of Common Stock), combination or other similar recapitalization or event occurring after the date hereof, each reference in any Transaction Document to a number of shares or a price per share shall be amended to appropriately account for such event.

[SIGNATURE PAGES TO FOLLOW]

Company Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

TITAN PHARMACEUTICALS, INC.

By: /s/ Marc Rubin
Marc Rubin
Executive Chairman

Address for Notice:

Facsimile No.: _____
Telephone No.: _____
Attn: _____

With a copy to:

Loeb & Loeb LLP
345 Park Avenue, New York, NY 10154
Facsimile: (212) 214-0706
Telephone: (212) 407-4935
Attn: Fran Stoller, Esq.

Investor Signature Page

By its execution and delivery of this signature page, the undersigned Investor hereby joins in and agrees to be bound by the terms and conditions of the Stock Purchase Agreement dated as of November 12, 2013 (the "**Agreement**") by and among Titan Pharmaceuticals, Inc. and the Investors (as defined therein), as to the number of shares of Common Stock set forth below, and authorizes this signature page to be attached to the Purchase Agreement or counterparts thereof.

Name of Investor:

BRAEBURN PHARMACEUTICALS SPRL

By: /s/ Seth L. Harrison
Seth L. Harrison
Authorized Signatory

Address:

Braeburn Pharmaceuticals Sprl
c/o Apple Tree Partners
47 Hulfish Street, Suite 441
Princeton NJ 08542

Facsimile No.: _____
Telephone No.: _____
Attn: _____

With a copy to:

Proskauer Rose LLP
Eleven Times Square
New York, NY 10036
Facsimile: (212) 969-2900
Telephone: (212) 969-3000
Attn: Robert A. Cantone, Esq.

Number of Shares: 6,250,000
Price Per Share: $0.80
Aggregate Purchase Price: $5,000,000

Exhibit A

OPINION OF COMPANY COUNSEL

1. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

2. The Company has all necessary corporate power and authority to execute and deliver the Agreement, to perform its obligations thereunder and to consummate the transactions contemplated thereby.

3. The Company has all necessary power and authority to issue and deliver the Common Shares; the Common Shares have been duly authorized, and, when duly issued and delivered to the Investor, will be duly and validly issued, fully paid and nonassessable and will be issued in compliance with federal and state securities laws. None of the Common Shares will be issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company.

4. Assuming the accuracy of the representations and warranties of the Investors contained in the Agreement and the compliance of such parties with the agreements set forth herein and therein, it is not necessary, in connection with the issuance and sale of the Common Shares, in the manner contemplated by the Agreement, to register the Securities under the Securities Act.

CONFIDENTIAL TREATMENT REQUESTED.
INFORMATION FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED IS OMITTED AND MARKED WITH "[*******]" OR OTHERWISE CLEARLY INDICATED. AN UNREDACTED VERSION OF THIS DOCUMENT HAS ALSO BEEN PROVIDED TO THE SECURITIES AND EXCHANGE COMMISSION.

Execution Copy

Braeburn Pharmaceuticals Sprl
c/o Apple Tree Partners
47 Hulfish Street, Suite 441
Princeton NJ 08542

November 12, 2013

Titan Pharmaceuticals, Inc.
400 Oyster Point Blvd., Suite 505
South San Francisco, CA 94080-1921

Reference is made to the License Agreement (the "**Original License**") dated December 14, 2012 between Titan Pharmaceuticals, Inc. ("**Titan**") and Braeburn Pharmaceuticals Sprl ("**Braeburn**"), as amended by written agreement dated May 28, 2013 (the "**First Amendment**") and written agreement dated July 3, 2013 (the "**Second Amendment**") (together, the Original License, the First Amendment and the Second Amendment comprise the "**Agreement**"). Contemporaneously with the execution and delivery of this letter agreement, Titan and Braeburn are entering into a Stock Purchase Agreement (the "**SPA**") with respect to the purchase by Braeburn from Titan of shares of Titan common stock.

This is to confirm our agreement as follows:

1. This letter agreement further amends the Agreement; provided, however, that this letter agreement and such amendments shall not be effective unless and until the completion of the Closing under the SPA. If the SPA is terminated prior to such Closing, this letter agreement shall automatically terminate.

2. Section 1 of the Agreement is hereby amended as follows:

a. Section 1.17 is hereby amended to read in its entirety as follows:

"1.17 "**Commercially Reasonable Efforts**" means, with respect to (a) Braeburn, that degree of skill, effort, expertise, and resources normally used (including the promptness in which such efforts and resources would be applied) consistent with standards generally accepted in the pharmaceutical industry, including with respect to the diligent development, manufacture and commercialization of pharmaceutical products of similar market and profit potential at a similar stage in development or product life as the Product; provided, however, that in determining the level of efforts and resources to be employed, Braeburn shall not be permitted to take into account any Second Product being developed or commercialized by Braeburn or any of its Affiliates, and (b) Titan, that degree of skill, effort, expertise, and resources normally used (including the promptness in which such efforts and resources would be applied) consistent with standards generally accepted in the pharmaceutical industry."

b. The following new Section 1.95 is hereby added:

"1.95 "**Second Product**" means a product that entails the continuous delivery for more than ten (10) days of a therapeutic agent for the treatment of the Initial Indication in the Territory."

3. Section 2.5(a) of the Agreement is hereby amended to read in its entirety as follows:

"(a) During the Agreement Term, (i) Braeburn will not Promote, or permit its Affiliates to Promote, market or sell any product that entails the continuous delivery for more than ten (10) days of a therapeutic agent for the treatment of the Initial Indication in the Territory, or acquire, or permit its Affiliates to acquire, directly or indirectly any rights or interest in or to any such product that is being Promoted, marketed or sold in the Territory, other than Product licensed to Braeburn under this Agreement, unless Braeburn complies with the provisions of Section 6.2(c) hereof with respect to such product; and (ii) Titan will not Promote, or permit its Affiliates to Promote, market or sell any product that entails the continuous delivery of a therapeutic agent for the treatment of the Initial Indication in the Territory, or acquire, or permit its Affiliates to acquire, directly or indirectly any rights or interest in or to any such product that is being Promoted, marketed or sold in the Territory.

4. Section 6.1(b) of the Agreement is hereby amended to read in its entirety as follows:

"(b) **Regulatory Milestones.** Braeburn shall pay to Titan, by wire transfer of immediately available funds to an account designated by Titan, the applicable non-refundable, non-creditable, one-time milestone payment after achievement of each milestone event as set forth below. Titan shall notify Braeburn in writing within five (5) Business Days of achievement of the first milestone event listed in the table below and the corresponding milestone payment shall be due within ten (10) Business Days of receipt by Braeburn of such notice. Each other milestone payment listed in the table below shall be due within ten (10) Business Days after achievement of the corresponding milestone event.

Milestone Event:	**Milestone Payment:**
(i) FDA Approval of Product NDA	US$15,000,000 (fifteen million dollars)
(ii) Submission of NDA for Subsequent Indication of chronic pain	US$[*******]([**********] dollars)
(iii) FDA Approval of NDA for Subsequent Indication of chronic pain	US$[*******]([**********] dollars)
(iv) Submission of NDA for each additional Subsequent Indication (i.e., not for chronic pain)	US$[*******]([**********] dollars)
(v) FDA Approval of NDA for each additional Subsequent Indication (i.e., not for chronic pain)	US$[*******]([**********] dollars)"

5. Section 6.1(c) of the Agreement is hereby amended to read in its entirety as follows:

"(c) **Sales Milestones**. With respect to the first achievement of each of the applicable milestone events set forth below, Braeburn shall pay to Titan by wire transfer of immediately available funds to an account designated by Titan, the applicable non-refundable, non-creditable, sales milestone payment listed below, within sixty (60) Business Days after the end of the Calendar Quarter in which the applicable milestone event is first achieved:

Milestone Event:	**Milestone Payment:**
(i) The first time Net Sales in the Territory in a Royalty Period exceed US$[*******]([**********] dollars)	US$[*******]([**********] dollars)
(ii) The first time Net Sales in the Territory in a Royalty Period exceed US$[*******]([**********] dollars)	US$[*******]([**********] dollars)
(iii) The first time Net Sales in the Territory in a Royalty Period exceed US$[*******]([**********] dollars)	US$[*******]([**********] dollars)
(iv) The first time Net Sales in the Territory in a Royalty Period exceed US$[*******]([**********] dollars)	US$[*******]([**********] dollars)
(v) The first time Net Sales in the Territory in a Royalty Period exceed US[*******]([**********])	US$[*******]([**********] dollars)"

Each of the milestone payments set forth in this Section 6.1(c) shall be payable once. If any milestone event listed above occurs in the same Calendar Year as any other milestone event listed above, Braeburn shall pay the milestone payments related to each such milestone event that occurs in such Calendar Year."

6. Section 6.2 of the Agreement is hereby amended to read in its entirety as follows:

"6.2 **Royalties**.

(a) In consideration of the rights granted by Titan hereunder, during the Agreement Term, Braeburn shall pay Titan royalties on aggregate Net Sales in the Territory in each Calendar Year ("**Royalties**") at the following rates:

Aggregate Net Sales of Licensed Products in Territory during Calendar Year:	Royalty (% of Aggregate Net Sales of Licensed Products in the Territory during a Calendar Year)
(i) Less than or equal to US$[*****]([******] dollars)	[*****]%
(ii) Greater than US[*****]([*****]dollars), but less than or equal to US$[*******]([******] dollars)	[*****]%
(iii) Greater than US$[******]([******] dollars)	[*****]%

(b) Notwithstanding the above, on a country-by-country basis, upon the occurrence of any Competition, the Royalties otherwise payable by Braeburn to Titan under Section 6.2(a) shall be reduced to **[*****]** percent (**[*****]**%) of Net Sales, provided that for the Calendar Year in which such Competition occurs, the reduction in Royalties shall be applicable only from and after the effective date of such Competition.

(c) If Braeburn (i) sells in the Territory, or permits any of its Affiliates to sell in the Territory, a Second Product, or (ii) acquires, or permits its Affiliates to acquire, directly or indirectly, any rights or interest in or to a Second Product that is being sold in the Territory, Titan shall be entitled to receive aggregate royalties of up to fifty million dollars(US$50,000,000 dollars) at the rate of **[*****]**percent (**[*****]**%) of aggregate net sales of the Second Product in the Territory. For the avoidance of doubt, all such royalties shall be aggregated for purposes of the fifty million dollars(US$50,000,000 maximum amount, regardless of the number of calendar years over which such royalties are paid. With repect to such royalties, (i) Section 6.4 (Reports and Payments), 6.5 (Taxes), and 6.6 (Audits) shall apply to the royalties on net sales of the Second Product to the same extent such Sections apply to Net Sales of Licensed Products, and (ii) net sales of the Second Product shall be determined in a manner consistent with the determination of Net Sales of Licensed Products.

(d) Following the first written notice by Braeburn to Titan that Braeburn intends to (i) Promote, market or sell in the Territory, or permit any of its Affiliates to Promote, market or sell in the Territory, a specific product (other than a Licensed Product or a Second Product) that entails the continuous delivery of a therapeutic agent for the treatment of any substance addiction (an "**Addiction Product**"), or (ii) acquire, or permit its Affiliates to acquire, directly or indirectly, any rights or interest in or to an Addiction Product that is being developed, Promoted, marketed or sold in the Territory (in either case, an "**Addiction Product Notice**"), Titan may, in its sole discretion, irrevocably elect to (x) reduce the Royalty rate provided for in Section 6.2(a)(i) from **[*******]** percent (**[*******]**%) to **[*******]** percent (**[*******]**%), and (y) receive aggregate royalties of up to **[*******]([**********])** at the rate of **[*******]** percent (**[*******]**%) of aggregate net sales of the Addiction Product in the Territory (the "**Addiction Product Election**"). For the avoidance of doubt, all such royalties shall be aggregated for purposes of the **[*******]([**********])** maximum amount, regardless of the number of calendar years over which such royalties are paid. To make the Addiction Product Election, Titan must provide Braeburn written notice thereof within thirty (30) days after Braeburn gives Titan the Addiction Product Notice. If the Addiction Product Election is timely made by Titan, (A) the Addiction Product Election shall be effective on the date of the first sale to a Third Party of a Addiction Product in a given regulatory jurisdiction in the Territory for monetary value after Regulatory Approval has been obtained in such jurisdiction, (B) Section 6.4 (Reports and Payments), 6.5 (Taxes), and 6.6 (Audits) shall apply to the royalties on net sales of the Addiction Product to the same extent such Sections apply to Net Sales of Licensed Products, and (C) net sales of the Addiction Product shall be determined in a manner consistent with the determination of Net Sales of Licensed Products."

7. The first two sentences of Section 4.1(a) of the Agreement are hereby amended to read in their entirety as follows:

"Prior to May 28, 2013, Titan will be solely responsible for all costs associated with, or required for the approval of, the Product by the FDA in the Territory. During the period commencing on May 28, 2013 and ending on the NDA Transfer Date, Braeburn shall be solely responsible for all costs associated with, or required for approval of, the Product by the FDA in the Territory with the exception of legal and consulting fees and expenses incurred by Titan. For the avoidance of doubt, the fees and expenses of FoxKiser LLP pursuant to the Professional Services Agreement dated as of June 1, 2013 shall be the sole responsibility of Braeburn. After the NDA Transfer Date, Braeburn will be solely responsible for all costs associated with, or required for the approval of, the Product by the FDA in the Territory."

8. Promptly following the execution and delivery of this letter agreement and the SPA, Titan shall issue a press release (the "**Press Release**") disclosing all material terms of this letter agreement and shall file with the SEC a Current Report on Form 8-K ("**8-K**") describing the material terms of this letter agreement and the transactions contemplated by this letter agreement. Notwithstanding the foregoing, (a) Titan shall give Braeburn a reasonable opportunity to review and comment on such proposed Press Release and 8-K prior to the dissemination and filing thereof, and shall consider in good faith any changes therein requested by Braeburn; (b) Titan shall seek from the Securities and Exchange Commission ("**SEC**") confidential treatment of all financial terms of this letter agreement to the extent such financial terms have not been previously disclosed publicly; and (c) Titan shall not disclose any such financial terms for which confidential treatment has been granted by the SEC. Titan shall not make, or permit to be made by any of its Affiliates, any other public statement with regard to this letter agreement unless, (i) such statement is consistent with and limited to the matters described in the Press Release and 8-K, (ii) in the opinion of outside counsel to Titan, such statement is required by law, or (iii) Braeburn has consented in writing to such statement. Notwithstanding the preceding clauses (i) and (ii), Titan shall give Braeburn a reasonable opportunity to review and comment on such proposed public statement prior to its dissemination, and shall consider in good faith any changes therein requested by the Braeburn.

9. In all other respects, the License Agreement shall remain in full force and effect and shall be unaffected by this letter agreement.

[*Signature page follows*]

[*Signature page to letter agreement dated November 12, 2013*]

BRAEBURN PHARAMACEUTICALS SPRL

By: /s/Seth L. Harrison
Seth L. Harrison
Authorized Signatory

Agreed:

TITAN PHARMACEUTICALS, INC.

By: /s/Marc Rubin
Marc Rubin
Executive Chairman

Titan Pharmaceuticals, Inc.

TITAN PHARMACEUTICALS ANNOUNCES $5 MILLION EQUITY INVESTMENT AND RESTRUCTURING OF PROBUPHINE PARTNERSHIP

Titan Management to Host a Conference Call on Wednesday, November 13 at 8 a.m. PT / 11 a.m. ET

SOUTH SAN FRANCISCO, CA – November 13, 2013 – Titan Pharmaceuticals, Inc. (TTNP.OB) today announced a $5 million equity investment by Braeburn Pharmaceuticals Sprl and a restructuring of certain terms of the License Agreement for commercialization of Probuphine®, the company's investigational subdermal implant for the maintenance treatment of opioid dependence, primarily to adjust the timing and amount of the approval and sales milestones. The agreements reflect Titan's need to address its cash flow requirements through next year given the generally uncertain nature of the regulatory process with respect to both timing and outcome. The agreements also address Braeburn's recognition of the potential impact of the delay in the regulatory approval process, as well as the changing market for opioid addiction treatments, on its investment in Probuphine and enable Braeburn to continue advancing the regulatory process and support the commercialization of Probuphine, if approved.

Pursuant to the terms of a stock purchase agreement, Titan will issue 6,250,000 shares of its common stock to Braeburn for an aggregate purchase price of $5,000,000, or $0.80 per share, the closing price of the shares on November 11, 2013. Under the terms of an amendment to the license agreement, there will be a reduction in the milestone payment upon approval by the U.S. Food and Drug Administration (FDA) of the Probuphine New Drug Application (NDA) from $45 million to $15 million and an increase in the total amount of potential sales milestones payments from $130 million to $165 million. The sales threshold to achieve the highest royalty tier has been lowered. Braeburn has agreed to assume responsibility for all third party expenses relating to the Probuphine regulatory process. Additionally, the license amendment contains a provision entitling Titan to receive a low single digit royalty on sales by Braeburn, if any, of other mid or long-term continuous delivery treatments for opioid dependence, up to a maximum of $50 million, as well as the right to elect to participate in sales by Braeburn of other products in the addiction market in exchange for a similar reduction in the company's royalties on Probuphine. The amendment will be effective upon the closing of the sale of the shares.

"Given the uncertainties associated with an FDA approval process, the board and management of Titan believed it was important to raise capital now to maintain continued momentum through next year," stated Marc Rubin, M.D., executive chairman of Titan. "This investment by Braeburn at market with no warrant coverage not only provides us with the capital necessary to fund our operations, but also demonstrates Braeburn's commitment to the Probuphine program."

About Opioid Dependence

According to recent estimates, there are 2.2 million people with opioid dependence in the U.S. Approximately 20 percent of this population is addicted to illicit opioids, such as heroin, and the other 80 percent to prescription opioids, such as oxycodone, hydrocodone, methadone, hydromorphone and codeine. Before the year 2000, medication-assisted therapies for opioid dependence had been sanctioned to a limited number of facilities in the U.S. The Drug Addiction Treatment Act of 2000 (DATA 2000) allowed medical office-based treatment of opioid dependence and greatly expanded patient access to medication-assisted treatments. As a result, an estimated 1.2 million people in the U.S. sought treatment for opioid dependence in 2011.

About Probuphine

Probuphine is an investigational subdermal implant designed to deliver continuous, around the clock blood levels of buprenorphine for six months following a single treatment, and to simplify patient compliance and retention. Buprenorphine, an approved agent for the treatment of opioid dependence, is currently available in the form of daily dosed sublingual tablets and film formulations, with reported 2012 sales of $1.5 billion in the United States.

Probuphine was developed using ProNeura™, Titan's continuous drug delivery system that consists of a small, solid implant made from a mixture of ethylene-vinyl acetate (EVA) and a drug substance. The resulting construct is a solid matrix that is placed subdermally, normally in the upper arm in a simple office procedure, and removed in a similar manner at the end of the treatment period. The drug substance is released slowly and continuously through the process of dissolution resulting in a steady rate of release.

The efficacy and safety of Probuphine has been studied in several clinical trials, including a 163-patient, placebo-controlled study over a 24-week period (published in the *Journal of the American Medical Association (JAMA)*), and a confirmatory study of 287 patients (published in the journal *Addiction*).

Management conference call

Titan will host a live conference call at 8 a.m. PT / 11 a.m. ET on Wednesday, November 13, 2013. The call will be hosted by Sunil Bhonsle, president and Marc Rubin, M.D., executive chairman. The live webcast of the call may be accessed by visiting the Titan website at www.titanpharm.com. The call can also be accessed by dialing 888-801-6497, participant code: 9786019 five minutes prior to the start time. A replay of the call will be available on the Company website approximately two hours after completion of the call and will be archived for two weeks.

About Titan Pharmaceuticals

For information concerning Titan Pharmaceuticals, Inc., please visit the company's website at www.titanpharm.com.

Safe Harbor Statement

The press release may contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Such statements include, but are not limited to, any statements relating to our product development programs and any other statements that are not historical facts. Such statements involve risks and uncertainties that could negatively affect our business, operating results, financial condition and stock price. Factors that could cause actual results to differ materially from management's current expectations include those risks and uncertainties relating to the regulatory approval process, the development, testing, production and marketing of our drug candidates, patent and intellectual property matters and strategic agreements and relationships. We expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in our expectations or any changes in events, conditions or circumstances on which any such statement is based, except as required by law.

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