
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D/A
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

ACURA PHARMACEUTICALS, INC.

(Name of Issuer)

Common Stock
(Title of Class of Securities)

00509L802
(CUSIP Number)

John Schutte
c/o Main Pointe Pharmaceuticals, LLC
333 W. Main Street, Suite 200
Louisville, KY 40202
502-423-0351

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

June 28, 2019
(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 §§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).

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) John Schutte	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 10,695,186
	8	SHARED VOTING POWER See response to Item 5.
	9	SOLE DISPOSITIVE POWER 10,695,186
	10	SHARED DISPOSITIVE POWER See response to Item 5.
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON See response to Item 5.	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) See response to Item 5.	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

1	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Abuse Deterrent Pharma, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 47,500,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 47,500,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 47,500,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 69.3%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

Explanatory Note

With this amendment, the Reporting Persons are amending the disclosures in the text of Items 2, 3, 4, 5, 6 and 7 to update information about Acura Pharmaceuticals, Inc. (the "Issuer" or the "Company") and the Reporting Persons and the Reporting Persons' ownership of shares of the Company.

Item 2. Identity and Background.

This Schedule 13D is being filed on behalf of John Schutte and Abuse Deterrent Pharma, LLC (individually, each is referred to as a "Reporting Person" and collectively, the "Reporting Persons").

The name, citizenship or state of organization, principal employment or business, and the address of the principal office of each Reporting Person, are set forth below:

John Schutte

(a) The name of this Reporting Person is John Schutte ("Mr. Schutte").

(b) Mr. Schutte's business address is c/o Main Pointe Pharmaceuticals, LLC, 333 E. Main Street, Suite 200, Louisville, Kentucky 40202.

(c) Mr. Schutte's principal occupation is chief executive officer of Main Pointe Pharmaceuticals, LLC whose principal business is the development, licensing and sale of pharmaceuticals and whose address is 333 E. Main Street, Suite 200, Louisville, Kentucky 40202.

(d) During the last five (5) years Mr. Schutte has not been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years Mr. Schutte has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in him being subject to a judgment decree or final order in joining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violations with respect to such laws.

(e) Mr. Schutte is a citizen of the United States.

Abuse Deterrent Pharma, LLC

(a) The name of this Reporting Person is Abuse Deterrent Pharma, LLC, a Kentucky limited liability company ("AD Pharma").

(b) The state of organization of AD Pharma is Kentucky.

(c) The principal business of AD Pharma is the development, licensing and sale of pharmaceuticals. The address of the principal office of AD Pharma is 333 E. Main Street, Suite 200, Louisville, Kentucky 40202.

(d) During the last five (5) years AD Pharma has not been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years AD Pharma has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in it being subject to a judgment decree or final order in joining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violations with respect to such laws.

The members of the Board of Managers of AD Pharma are Mr. Schutte and James A. Patterson, II ("Mr. Patterson"). Information about Mr. Schutte is set forth above in this Item 2. Mr. Patterson's business address is 10350 Ormsby Park Place, Louisville, Kentucky 40223. Mr. Patterson's principal occupation is entrepreneur. During the last five (5) years Mr. Patterson has not been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years Mr. Patterson has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction resulting in him being subject to a judgment decree or final order in joining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violations with respect to such laws. Mr. Patterson is a citizen of the United States.

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

On June 28, 2019, the Company entered into a Promissory Note with Mr. Schutte that consolidated existing promissory notes into a single note in favor of Mr. Schutte for \$6.0 million. Terms of the consolidated note provide for a July 1, 2023 maturity date, a fixed interest rate of 7.5% per annum, and deferral of all payments of principal and interest to maturity. The Company also (i) granted to Mr. Schutte conversion rights of the \$6.0 million loan into the Company's common stock at \$0.16 per share, convertible immediately, (ii) issued to him a warrant to purchase 10.0 million shares of the Company's common stock at a price of \$0.01 per share, exercisable immediately, and (iii) granted a security interest in all of the Company's assets. With the Company's consent, Mr. Schutte assigned and transferred to AD Pharma all of his right, title and interest in this note, security agreement and warrant effective June 28, 2019.

Item 4. Purpose of Transaction.

Mr. Schutte is owner of Main Pointe Pharmaceuticals, LLC, which acquired two products from the Issuer in March 2017 and has options on several other products. The purpose of the transaction was to provide funding to the Company so that it could continue to develop its LimitX™ technology and enhance its Impede® technology of which Main Pointe Pharmaceuticals, LLC is a licensee. On June 28, 2019, the Company granted authority to Main Pointe Pharmaceuticals, LLC ("Main Pointe") to assign to AD Pharma the option and the right to add, as an Option Product to the Nexafed® Agreement, a Nexafed® 12-hour dosage.

Mr. Schutte owns 61.1% of AD Pharma. On June 28, 2019, the Company entered into an agreement with AD Pharma pursuant to which AD Pharma will provide financing for the Company's operations and completion of development of LTX-03 immediate-release tablets utilizing Acura's patented

LIMITx™ technology. The agreement grants AD Pharma exclusive commercialization rights in the United States to LTX-03. The agreement provides for monthly license payments by AD Pharma to the Company of \$350,000 up to the earlier of 18 months or FDA's acceptance of a New Drug Application ("NDA") for LTX-03 and reimbursement by AP Pharma of the Company's LTX-03 outside development expenses. Upon commercialization, as defined, of LTX-03, the Company will receive stepped-up royalties on sales and is eligible for additional payments based upon the achievement of certain milestones. AD Pharma may terminate the agreement at any time. Additionally, if the NDA for LTX-03 is not accepted by the FDA within 18 months, AD Pharma may terminate the agreement and take ownership of the intellectual property rights of the Company to LTX-03.

In March 2017, Mr. Schutte also entered into a voting agreement pursuant to which he is entitled to designate a director to the Board of Directors and to committees thereof and pursuant to which he is required to vote for the designees of two other entities and the Chief Executive Officer as directors.

The Reporting Persons seek to enhance the value of the Company. However, they have not formulated definitive plans. The Reporting Persons may purchase additional shares of the Issuer in the immediate future; however, they presently have no intention to substantially increase their ownership in the Issuer. In addition, under appropriate circumstances the Reporting Persons may support a sale of the Company or a merger with another entity.

Except as described above, the Reporting Persons do not have any plans or proposals which relate to or would result in:

- Company;
- (1) the acquisition by any person of additional securities of the Company or the disposition of additional securities of the Company;
 - (2) an extraordinary corporate transaction such as a merger, reorganization or liquidation of the Company, involving the Company or any of its subsidiaries;
 - (3) the sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
 - (4) any change in the present board of directors or management of the Company;
 - (5) any material change in the Company's present capitalization or dividend policy;
 - (6) any other material change in the Company's business or corporate structure;
 - (7) changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person;
 - (8) causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
 - (9) a class of securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
 - (10) any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a) Mr. Schutte individually owns 10,695,186 shares of common stock of the Issuer which represents a 46.9% beneficial interest in the Issuer. Such securities consist of 8,912,655 shares of common stock and warrants to purchase 1,782,531 shares of common stock. These calculations are based on 21,033,528 shares of common stock the Issuer outstanding as reported by the Issuer in its Quarterly Report on Form 10-Q filed November 26, 2018. By virtue of his position as manager of AD Pharma, Mr. Schutte may be deemed to beneficially own the total number of shares owned by AD Pharma.

AD Pharma beneficially owns 47,500,000 shares of common stock of the Issuer which represents a 69.3% beneficial interest in the Issuer. Such securities consist of 37,500,000 shares of common stock issuable upon conversion of a convertible promissory note and warrants to purchase 10,000,000 shares of common stock. These calculations are based on 21,033,528 shares of common stock the Issuer outstanding as reported by the Issuer in its Quarterly Report on Form 10-Q filed November 26, 2018.

(b) Mr. Schutte holds sole power to vote or to direct the vote and sole power to dispose or to direct the dispositions of all 10,695,186 shares, or 46.9% of the Issuer's common stock. By virtue of his position as manager of AD Pharma, he shares power to vote or direct the vote or to dispose or direct the disposition of 47,500,000 shares of the Issuer's common stock issuable upon conversion of a promissory note and exercise of a warrant with AD Pharma.

AD Pharma holds sole power to vote or to direct the vote and sole power to dispose or to direct the disposition of 47,500,000 shares, or 69.3% of the Issuer's common stock, issuable upon conversion of a promissory note and exercise of a warrant.

(c) Transactions during the last 60 days.

On June 28, 2019, the Company entered into a Promissory Note with Mr. Schutte that consolidated existing promissory notes into a single note in favor of Mr. Schutte for \$6.0 million. Terms of the consolidated note provide for a July 1, 2023 maturity date, a fixed interest rate of 7.5% per annum, and deferral of all payments of principal and interest to maturity. The Company also (i) granted to Mr. Schutte conversion rights of the \$6.0 million loan into the Company's common stock at \$0.16 per share, convertible immediately, (ii) issued to him a warrant to purchase 10.0 million shares of the Company's common stock at a price of \$0.01 per share, exercisable immediately, and (iii) granted a security interest in all of the Company's assets. With the Company's consent, Mr. Schutte assigned and transferred to AD Pharma all of his right, title and interest in this note, security agreement and warrant effective June 28, 2019.

On July 24, 2017 Mr. Schutte entered into an agreement to acquire and acquired units comprised of 8,912,655 shares of common stock and warrants to purchase 1,782,531 shares of common stock of the Issuer exercisable at an exercise price of \$0.528 per share and expiring on July 23, 2022. The acquisition price was \$4 million. The transaction was effected directly between Mr. Schutte and the Issuer without the participation of any broker.

(d)-(e) not applicable.

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

Mr. Schutte purchased common stock and warrants in July 2017 as described in Item 5 pursuant to a subscription agreement incorporated herein as exhibit 99.2. The form of warrant is incorporated herein as Exhibit 99.1.

Mr. Schutte also entered into a Second Amended and Restated Voting Agreement dated as of July 24, 2017 with the Issuer, Galen Partners III, LP (“Galen”) and Essex Woodlands Health Ventures Fund V, LP (“Essex”), incorporated herein as Exhibit 99.3. The Second Amended and Restated Voting Agreement provides that the Issuer’s Board of Directors shall be comprised of no more than seven members (subject to certain exceptions), (i) one of whom is the Company’s Chief Executive Officer, (ii) three of whom are independent under Nasdaq standards, and (iii) one of whom shall be designated by each of Essex, Galen and John Schutte. The right of each of Essex, Galen and John Schutte to designate one director to the Issuer’s Board will continue as long as he or it and their affiliates collectively hold at least 600,000 shares of Issuer’s Common Stock (including warrants exercisable for such shares. In addition, each of Galen, Investor and Essex also has the right to designate their directors to any committee established by the Issuer’s Board of Directors, so long as they meet the relevant independence standards, in the case of the Issuer’s Audit Committee and Compensation Committee.

On June 28, 2019, the Company (i) entered into a \$6.0 million promissory note with Mr. Schutte that granted to Mr. Schutte conversion rights of the \$6.0 million loan into the Company’s common stock at \$0.16 per share, convertible immediately, and (ii) issued to him a Common Stock Purchase Warrant to purchase 10.0 million shares of the Company’s common stock at a price of \$0.01 per share, exercisable immediately. With the Company’s consent, Mr. Schutte assigned and transferred to AD Pharma all of his right, title and interest in this note, security agreement and warrant effective June 28, 2019. The form of promissory note is incorporated herein as Exhibit 99.4. The form of Common Stock Purchase Warrant is incorporated herein as Exhibit 99.5. The form of assignment is incorporated herein as Exhibit 99.6.

On July 29, 2019, Mr. Schutte and AD Pharma entered into an Agreement among Reporting Persons attached hereto and incorporated herein as Exhibit 99.7.

Item 7. Material to Be Filed as Exhibits.

Exhibit

Number

Exhibit Description

- | | |
|------|--|
| 99.1 | Form of Warrant (incorporated by reference to Exhibit 4.1 of the Form 8-K filed by the Issuer on July 28, 2017). |
| 99.2 | Subscription Agreement dated July 24, 2017 between Acura Pharmaceuticals, Inc. and John Schutte (incorporated by reference to Exhibit 10.1 of the Form 8-K filed by the Issuer on July 28, 2017). |
| 99.3 | Second Amended and Restated Voting Agreement dated as of July 24, 2017 between Acura Pharmaceuticals, Inc., Galen Partners III, LP, Essex Woodlands Health Ventures Fund V, LP and John Schutte (incorporated by reference to Exhibit 10.1 of the Form 8-K filed by the Issuer on August 1, 2017). |
| 99.4 | Form of Amended, Consolidated and Restated Convertible Secured Promissory Note by Acura Pharmaceuticals, Inc. in favor of John Schutte dated June 28, 2019. |
| 99.5 | Form of Common Stock Purchase Warrant dated June 28, 2019. |
| 99.6 | Form of Assignment of Promissory Note, Warrant and Security Agreement by John Schutte in favor of Abuse Deterrent Pharma, LLC dated June 28, 2019. |
| 99.7 | Agreement among Reporting Persons dated July 29, 2019 for the filing of a single Schedule 13D pursuant to Rule 13d-1(K). |
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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.

Dated:

July 29, 2019

/s/ John Schutte

John Schutte

Dated:

July 29, 2019

ABUSE DETERRENT PHARMA, LLC

By: /s/ John Schutte

Name: John Schutte

Title: Manager

Exhibit Index

**Exhibit
Number**

Exhibit Description

- 99.1 Form of Warrant (incorporated by reference to Exhibit 4.1 of the Form 8-K filed by the Issuer on July 28, 2017).
- 99.2 Subscription Agreement dated July 24, 2017 between Acura Pharmaceuticals, Inc. and John Schutte (incorporated by reference to Exhibit 10.1 of the Form 8-K filed by the Issuer on July 28, 2017).
- 99.3 Second Amended and Restated Voting Agreement dated as of July 24, 2017 between Acura Pharmaceuticals, Inc., Galen Partners III, LP, Essex Woodlands Health Ventures Fund V, LP and John Schutte (incorporated by reference to Exhibit 10.1 of the Form 8-K filed by the Issuer on August 1, 2017).
- 99.4 Form of Amended, Consolidated and Restated Convertible Secured Promissory Note by Acura Pharmaceuticals, Inc. in favor of John Schutte dated June 28, 2019.
- 99.5 Form of Common Stock Purchase Warrant dated June 28, 2019.
- 99.6 Form of Assignment of Promissory Note, Warrant and Security Agreement by John Schutte in favor of Abuse Deterrent Pharma, LLC dated June 28, 2019.
- 99.7 Agreement among Reporting Persons dated July 29, 2019 for the filing of a single Schedule 13D pursuant to Rule 13d-1(K).

THIS NOTE AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTION 9.2 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER THE SECURITIES ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

**AMENDED, CONSOLIDATED AND RESTATED
CONVERTIBLE SECURED PROMISSORY NOTE**

June 28, 2019

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, ACURA PHARMACEUTICALS, INC., a New York corporation with offices located at 616 N. North Court, Suite 120, Palatine, Illinois (the “**Company**”), hereby unconditionally promises to pay to the order of John Schutte c/o MainPointe Pharmaceuticals, LLC, 333 E. Main Street, Suite 200, Louisville, KY 40202 (together with any successor or permitted assignee or transferee of this Note or of any shares issued upon conversion hereof, the “**Noteholder**”), the aggregate principal sum of **SIX MILLION DOLLARS (\$6,000,000)**, together with interest thereon, as provided in this Promissory Note (this “**Note**”).

This Note amends, consolidates, restates and replaces the following promissory notes made by the Company to the order of the Noteholder in the aggregate original principal amount of \$5,000,000 (collectively, the “**Prior Notes**”): (i) original principal amount of \$1,800,000 dated October 5, 2018; (ii) original principal amount of \$1,000,000 dated May 7, 2018; (iii) original principal amount of \$500,000 dated June 28, 2018; (iv) original principal amount of \$400,000 dated August 2, 2018; (v) original principal amount of \$300,000 dated September 13, 2018; (vi) original principal amount of \$200,000 dated December 20, 2018; (vii) original principal amount of \$200,000 dated January 28, 2019; (viii) original principal amount of \$200,000 dated March 25, 2019; (ix) original principal amount of \$150,000 dated November 21, 2018; (x) original principal amount of \$100,000 dated May 1, 2019; and (xi) original principal amount of \$150,000 dated June 12, 2019. This Note is not intended to be, and shall not be construed as, a novation of the indebtedness evidenced by the Prior Notes. The principal amount of this Note includes the interest previously accrued on the Prior Notes as of the date of the issuance of this Note. This Note shall be entitled to the benefits (in the same priority) of, *inter alia*, any security at any time granted and pledged by the Company to the Noteholder in conjunction with the original execution and delivery of the Prior Notes or predecessor notes or by the Company or any other person at any time thereafter. This Note also evidences an additional loan from the Noteholder to the Company made on the date hereof in the original principal amount of Seven Hundred Twenty-five Thousand Eight Hundred Eighty-four Dollars (\$725,884.00). For and in consideration of the loans made by the Noteholder to the Company evidenced by this Note, the Company is simultaneously herewith issuing to the Noteholder (or to its designated assign) a warrant to purchase shares of common stock of the Company.

1. **Definitions.** Unless defined elsewhere in this Note, capitalized terms used herein shall have the meanings set forth in this Section 1.

“**Acquisition**” means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company (ii) any merger of the Company into or consolidation of the Company with another person or entity (other than a merger or consolidation effected exclusively to change the Company’s domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization, own less than a majority of the Company’s (or the surviving or successor entity’s) outstanding voting power immediately after such merger, consolidation or reorganization (or, if such Company stockholders beneficially own a majority of the outstanding voting power of the surviving or successor entity as of immediately after such merger, consolidation or reorganization, such surviving or successor entity is not the Company); or (iii) any sale or other transfer by the stockholders of the Company of shares representing at least a majority of the Company’s then-total outstanding combined voting power.

“**Contingent Obligation**” means any direct or indirect liability, contingent or not, of the Company for (a) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by the Company, or for which the Company is directly or indirectly liable; (b) any obligations for undrawn letters of credit for the account of the Company; and (c) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect the Company against fluctuation in interest rates, currency exchange rates or commodity prices; but “Contingent Obligation” does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Company in good faith; but the amount may not exceed the maximum of the obligations under any guarantee or other support arrangement.

“**Indebtedness**” means (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations, and (d) Contingent Obligations.

“**Permitted Indebtedness**” means (a) the Company’s Indebtedness to the Noteholder under this Note; (b) Subordinated Debt; (c) Indebtedness existing on the date hereof and disclosed on the Perfection Certificate(s) delivered in accordance with the Security Agreement; (d) unsecured Indebtedness to trade creditors incurred in the ordinary course of business; (e) Indebtedness consisting of capitalized lease obligations and purchase money Indebtedness, in each case incurred by the Company to finance the acquisition, repair, improvement or construction of fixed or capital assets of such person, provided that (i) the aggregate outstanding principal amount of all such Indebtedness does not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) at any time and (ii) the principal amount of such Indebtedness does not exceed the lower of the cost or fair market value of the property so acquired or built or of such repairs or

improvements financed with such Indebtedness (each measured at the time of such acquisition, repair, improvement or construction is made); (f) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of the Company’s business; and (g) extensions, refinancings, modifications, amendments and restatements of any items of Permitted Indebtedness (a) through (e) above, provided that the principal amount thereof is not increased or the terms thereof are not modified to impose materially more burdensome terms upon the Company.

“**Person**” means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, governmental authority or other entity.

“**Subordinated Debt**” is Indebtedness incurred by the Company subordinated to all Indebtedness of the Company to the Noteholder (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to the Noteholder, entered into between the Noteholder, the Company, and the other creditor), on terms acceptable to the Noteholder.

2. Payment Dates; Prepayment.

2.1 Payment Dates. Unless this Note has been converted pursuant to Section 4.1 below, the aggregate unpaid principal amount of this Note together with all accrued and unpaid interest thereon shall be due and payable on July 1, 2023 (the “**Maturity Date**”). Time shall be of the essence with respect to all of the Company’s obligations under this Note

2.2 Prepayment. This Note may not be prepaid by the Company in cash (either in whole or in part) without the prior written consent of the Noteholder in its sole discretion. The Noteholder may elect in its sole discretion, by notice to the Company in writing, to cause the entire outstanding principal amount of and all accrued but unpaid interest on this Note to convert into fully paid and nonassessable shares of common stock of the Company pursuant to Section 4.1 below.

2.3 Payment Mechanics. All payments of interest and principal shall be made in lawful money of the United States of America on the date on which such payment is due by wire transfer of immediately available funds to the Noteholder’s account at a bank specified by the Noteholder in writing. All payments on this Note shall be applied first to the payment of any expenses or charges payable hereunder, and next to accrued interest, and then to the principal balance hereof, or in such other order as the Noteholder may elect in its sole discretion.

2.4 Rescission. If at any time any payment made against this Note (whether payment is made by the Company, any guarantor, or any other Person) is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Company or such other Person who made the payment, or otherwise, or if any check or other written order to pay any amount to the Noteholder is dishonored or returned as unpaid by the bank against whom it is drawn, the Company’s obligation to make such payment shall be reinstated as though such payment had not been made.

3. Interest. The outstanding principal amount of this Note shall bear interest at a fixed rate equal to seven and one-half percent (7.5%) per annum and shall accrue and be payable at the Maturity Date. All computations of interest shall be made on the basis of a 360 day year consisting of 12 months of 30 days.

4. Conversion.

4.1 Option to Convert. The Noteholder shall have the right, exercisable at its option at any time while this Note remains outstanding, by notice to the Company in writing, to cause the entire outstanding principal amount of and all accrued but unpaid interest on this Note to convert into fully paid and nonassessable shares of common stock of the Company (the “**Shares**”). The number of Shares into which this Note may be converted pursuant to this Section 4.1 shall be determined by dividing (x) the entire outstanding principal amount of and all accrued but unpaid interest on this Note as of the date of conversion by (y) \$0.16 (as adjusted in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the common stock of the Company).

4.2 Mechanics and Effect of Conversion. In the event of any conversion of this Note pursuant to Section 4.1 above, such conversion shall be deemed to have been made immediately upon (i) delivery of notice in accordance with the requirements of Section 4.1 above and (ii) the surrender of this Note to the Company, and on and after such date the Noteholder shall be treated for all purpose as the record holder of such Shares. Upon conversion or payment in cash of the entire outstanding principal amount of and all accrued interest on this Note pursuant to the terms hereof, the Company shall be forever released from all its obligations and liabilities under this Note.

5. Events of Default. The occurrence and continuance of any of the following shall constitute an “**Event of Default**” hereunder:

5.1 Failure to Pay. The Company fails to pay any amount of principal of, or interest on, this Note when due and such failure continues for 5 days after written notice to the Company.

5.2 Other Failure to Perform. The Company fails to perform any other covenant or obligation set forth in this Note or the Security Agreement.

5.3 LIMITx. Termination of the License, Development and Commercialization Agreement dated as of June 28, 2019 by and between the Company and the Noteholder by the Noteholder pursuant to Section 3.1.3 or 3.1.4 thereof.

5.4 Bankruptcy. (A) The Company commences any case, proceeding or other action (i) under any existing or future law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Company makes a general assignment for the benefit of its creditors; or (B) there is commenced against the Company any case, proceeding or other action of a nature referred to in Section 5.4(A) above which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged or unbonded for a period of 60 days.

6. Remedies. Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may at its option, by written notice to the Company declare the entire principal amount of this Note, together with all accrued interest thereon, immediately due and payable, *provided, however* that, if an Event of Default described in Section 5.4 shall occur, the principal of and accrued interest on this Note shall become immediately due and payable without any notice, declaration or other act on the part of the Noteholder.

7. Representations and Warranties and Covenants of Company.

7.1 Representations and Warranties. The Company represents and warrants to, and agrees with, the Noteholder that all Shares which may be issued upon the conversion of this Note, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued common stock such number of shares of common stock and other securities as will be sufficient to permit the conversion in full of this Note and the conversion of the Shares into common stock or such other securities.

7.2 Negative Covenants. The Company shall not do any of the following without the prior written consent of the Noteholder in its sole discretion:

(a) create, or authorize the creation of, or issue or obligate itself to issue any securities (other than the issuance of stock options, restricted stock units or other equity incentive grants of the Company pursuant to the terms of stock option plans, restricted stock unit plans or similar plans, provided such issuances do not exceed, in the aggregate, 1,250,000 shares during the period of eighteen (18) months commencing on the date of this Note);

(b) create, incur, assume, or be liable for any Indebtedness, other than Permitted Indebtedness;

(c) pay the directors of the Company cash compensation during any twelve (12) month period in an amount exceeding, in the aggregate, one-half ($\frac{1}{2}$) of the total cash compensation paid to all directors of the Company in calendar year 2018; or

(d) issue any press release or make any public statement other than as required to satisfy its statutory or regulatory filing and reporting obligations or to comply with any other legal or regulatory requirements to which the Company is subject, provided that the Company takes reasonable steps to minimize the extent of any such disclosure.

7.3 Notice of Certain Events. If the Company proposes at any time to:

(a) declare any dividend or distribution upon the outstanding shares of common stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;

(b) offer for subscription or sale pro rata to the holders of the outstanding shares of common stock any additional shares of any class or series of the Company's stock (other than pursuant to contractual pre-emptive rights);

(c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the common stock; or

(d) effect an Acquisition or to liquidate, dissolve or wind up;

then, in connection with each such event, the Company shall give Noteholder:

(1) at least seven (7) business days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of outstanding shares of common stock will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; and

(2) in the case of the matters referred to in (c) and (d) above at least seven (7) business days prior written notice of the date when the same will take place (and specifying the date on which the holders of outstanding shares of common stock will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event).

8. Representations and Warranties of Noteholder. The Noteholder represents and warrants to the Company as follows:

8.1 Purchase for Own Account. This Note and the securities to be acquired upon conversion of this Note by Noteholder are being acquired for investment for Noteholder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Securities Act. Noteholder also represents that it has not been formed for the specific purpose of acquiring this Note or the Shares.

8.2 Disclosure of Information. Noteholder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Note and its underlying securities. Noteholder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Note and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Noteholder or to which Noteholder has access.

8.3 Investment Experience. Noteholder understands that the purchase of this Note and its underlying securities involves substantial risk. Noteholder has experience as an investor in securities of companies in the development stage and acknowledges that Noteholder can bear the economic risk of such Noteholder's investment in this Note and its underlying securities and has such knowledge and experience in financial or business matters that Noteholder is capable of evaluating the merits and risks of its investment in this Note and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Noteholder to be aware of the character, business acumen and financial circumstances of such persons.

8.4 Accredited Investor Status. Noteholder is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

8.5 The Securities Act. Noteholder understands that this Note and the Shares issuable upon conversion hereof have not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Noteholder's investment intent as expressed herein. Noteholder understands that this Note and the Shares issued upon any conversion hereof must be held indefinitely unless subsequently registered under the Securities Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Noteholder is aware of the provisions of Rule 144 promulgated under the Securities Act.

8.6 No Voting Rights. Noteholder, as the holder of this Note, will not have any voting rights until the conversion of this Note.

9. Transfer of this Note and the Shares Issuable on Conversion Hereof.

9.1 Legends. Each certificate evidencing Shares (and each certificate evidencing the securities issued upon conversion of any Shares, if any) shall be imprinted with a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN CONVERTIBLE PROMISSORY NOTE ISSUED BY THE ISSUER TO NOTEHOLDER DATED JUNE 28, 2019, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER THE SECURITIES ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

9.2 Compliance with Securities Laws on Transfer. This Note and the Shares issued upon conversion of this Note (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part except in compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require the Noteholder to provide an opinion of counsel if the transfer is to an affiliate of the Noteholder, provided that any such transferee is an "accredited investor" as defined in Regulation D promulgated under the Securities Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Securities Act.

9.3 Transfer Procedure. The Noteholder may transfer all or part of this Note or the Shares issuable upon conversion of this Note (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to one or more of the Noteholder's affiliates (each, an "Affiliate"). Subject to the provisions of Section 9.2 and upon providing the Company with written notice, the Noteholder, any such Affiliate and any subsequent Noteholder, may transfer all or part of this Note or the Shares issuable upon conversion of this Note (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any other transferee, provided, however, in connection with any such transfer, the Affiliate(s) or any subsequent Noteholder will give the Company notice of the portion of the Note being transferred with the name, address and taxpayer identification number of the transferee and the Noteholder will surrender this Note to the Company for reissuance to the transferee(s) (and the Noteholder if applicable).

10. Miscellaneous.

10.1 Governing Law; Jurisdiction. This Note, and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Note and the transactions contemplated hereby and thereby shall be governed by the laws of the Commonwealth of Kentucky, without giving effect to conflict of law provisions. The Company hereby consents to the jurisdiction of any state or federal court located within the County of Jefferson, Commonwealth of Kentucky, and irrevocably agrees that, subject to the Noteholder's sole and absolute election, any case or proceeding relating to Title 11 of the United States Code and any actions relating to the indebtedness evidenced hereby shall be litigated in such courts, and the Company waives any objection that it may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court. Nothing contained in this paragraph shall affect the right of the Noteholder to bring any action or proceeding against the Company or its property in the courts of any other jurisdiction.

10.2 Waiver of Jury Trial. **THE NOTEHOLDER AND COMPANY ACKNOWLEDGE THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AFTER HAVING CONSULTED (OR HAVING HAD AMPLE OPPORTUNITY TO CONSULT) THEIR RESPECTIVE LEGAL COUNSEL CONCERNING THE CONSEQUENCES OF SUCH WAIVER, TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT TO ENFORCE OR DEFEND AGAINST COLLECTION OF OR OTHERWISE IN CONNECTION WITH THIS NOTE OR ANY RELATED DOCUMENTS.**

10.3 Successors and Assigns. The Company may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the Noteholder. This Note shall inure to the benefit of and be binding upon the parties hereto and their permitted assigns.

10.4 Waiver of Notice. The Company hereby waives demand for payment, presentment for payment, protest, notice of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity and diligence in taking any action to collect sums owing hereunder.

10.5 Amendments and Waivers. No term of this Note may be waived, modified or amended except by an instrument in writing signed the Noteholder and the Company. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

10.6 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising on the part of the Noteholder,

of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

10.7 Security. This Note is secured by and entitled to the benefits of that certain Security Agreement dated as of the date hereof by and between the Company and the Noteholder, as the same may be amended or restated and including any successor agreement (the “**Security Agreement**”).

[End of text; signature page follows.]

61842301.8

IN WITNESS WHEREOF, the Company has executed this Amended, Consolidated and Restated Convertible Secured Promissory Note as of June 28, 2019.

ACURA PHARMACEUTICALS, INC.

By: /s/ Peter A. Clemens

Name: Peter A. Clemens

Title: Senior Vice President & CFO

Exhibit 99.5

THIS WARRANT AND THE SHARES ISSUABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN SECTION 5.3 BELOW, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

COMMON STOCK PURCHASE WARRANT

Company	ACURA PHARMACEUTICALS, INC., a New York corporation
Number of Shares;	10,000,000
Type/Series of Stock:	Common Stock
Warrant Price:	\$0.01 per share
Issue Date:	June 28, 2019
Expiration Date:	June 28, 2024

THIS WARRANT CERTIFIES THAT, for good and valuable consideration, John Schutte c/o MainPointe Pharmaceuticals, LLC, 333 E. Main Street, Suite 200, Louisville, KY 40202 ("**Investor**") and, together with any successor or permitted assignee or transferee of this Warrant or of any shares issued upon exercise hereof, ("**Holder**") is entitled to purchase the number of fully paid and non-assessable shares (the "**Shares**") of the above-stated Type/Series of Stock (the "**Class**") of the above-named company (the "**Company**") at the above-stated Warrant Price, all as set forth above and as adjusted pursuant to Section 2 of this Warrant, subject to the provisions and upon the terms and conditions set forth in this Warrant.

SECTION 1.

EXERCISE.

1.1 Method of Exercise. Holder may at any time and from time to time exercise this Warrant, in whole or in part, by delivering to the Company the original of this Warrant together with a duly executed Notice of Exercise in substantially the form attached hereto as Appendix 1 and a check, wire transfer of same-day funds (to an account designated by the Company), or other form of payment acceptable to the Company for the aggregate Warrant Price for the Shares being purchased.

1.2 Fair Market Value. If the Company's common stock is then traded or quoted on a nationally recognized securities exchange, inter-dealer quotation system or over-the-counter market (a "**Trading Market**") and the Class is common stock, the fair market value of a Share shall be the closing price or last sale price of a share of common stock reported for the Business Day immediately before the date on which Holder delivers this Warrant together with its Notice of Exercise to the Company. If the Company's common stock is not traded in a Trading Market, the Board of Directors of the Company shall determine the fair market value of a Share in its reasonable good faith judgment.

1.3 Delivery of Certificate and New Warrant. Within a reasonable time after Holder exercises this Warrant in the manner set forth in Section 1.1 above, the Company shall deliver to Holder a certificate representing the Shares issued to Holder upon such exercise and, if this Warrant has not been fully exercised and has not expired, a new warrant of like tenor representing the Shares not so acquired.

1.4 Replacement of Warrant. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, on delivery of an indemnity agreement reasonably satisfactory in form, substance and amount to the Company or, in the case of mutilation, on surrender of this Warrant to the Company for cancellation, the Company shall, within a reasonable time, execute and deliver to Holder, in lieu of this Warrant, a new warrant of like tenor and amount.

1.5 Treatment of Warrant Upon Acquisition of Company.

(a) Acquisition. For the purpose of this Warrant, "**Acquisition**" means any transaction or series of related transactions involving: (i) the sale, lease, exclusive license, or other disposition of all or substantially all of the assets of the Company (ii) any merger of the Company into or consolidation of the Company with another person or entity (other than a merger or consolidation effected exclusively to change the Company's domicile), or any other corporate reorganization, in which the stockholders of the Company in their capacity as such immediately prior to such merger, consolidation or reorganization, own less than a majority of the Company's (or the surviving or successor entity's) outstanding voting power immediately after such merger, consolidation or reorganization (or, if such Company stockholders beneficially own a majority of the outstanding voting power of the surviving or successor entity as of immediately after such merger, consolidation or reorganization, such surviving or successor entity is not the Company); or (iii) any sale or other transfer by the stockholders of the Company of shares representing at least a majority of the Company's then-total outstanding combined voting power.

(b) Treatment of Warrant at Acquisition. In the event of an Acquisition in which the consideration to be received by the Company's stockholders consists solely of cash, solely of Marketable Securities or a combination of cash and Marketable Securities (a "**Cash/Public Acquisition**"), either (i) Holder shall exercise this Warrant pursuant to Section 1.1 and such exercise will be deemed effective immediately prior to and contingent upon the consummation of such Acquisition or (ii) if Holder elects not to exercise the Warrant, this Warrant will expire immediately prior to the consummation of such Acquisition.

(c) The Company shall provide Holder with written notice of its request relating to the Cash/Public Acquisition (together with such reasonable information as Holder may reasonably require regarding the treatment of this Warrant in connection with such contemplated Cash/Public Acquisition giving rise to such notice), which is to be delivered to Holder not less than seven (7) Business Days prior to the closing of the proposed Cash/Public Acquisition.

(d) Upon the closing of any Acquisition other than a Cash/Public Acquisition defined above, the acquiring, surviving or successor

entity shall assume the obligations of this Warrant, and this Warrant shall thereafter be exercisable for the same securities and/or other property as would have been paid for the Shares issuable upon exercise of the unexercised portion of this Warrant as if such Shares were outstanding on and as of the closing of such Acquisition, subject to further adjustment from time to time in accordance with the provisions of this Warrant.

(e) As used in this Warrant, “**Marketable Securities**” means securities meeting all of the following requirements: (i) the issuer thereof is then subject to the reporting requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), and is then current in its filing of all required reports and other information under the Act and the Exchange Act; (ii) the class and series of shares or other security of the issuer that would be received by Holder in connection with the Acquisition were Holder to exercise this Warrant on or prior to the closing thereof is then traded in Trading Market, and (iii) following the closing of such Acquisition, Holder would not be restricted from publicly re-selling all of the issuer’s shares and/or other securities that would be received by Holder in such Acquisition were Holder to exercise or convert this Warrant in full on or prior to the closing of such Acquisition, except to the extent that any such restriction (x) arises solely under federal or state securities laws, rules or regulations, and (y) does not extend beyond six (6) months from the closing of such Acquisition.

SECTION 2.

ADJUSTMENTS TO THE SHARES AND WARRANT PRICE.

2.1 Stock Dividends, Splits, Etc. If the Company declares or pays a dividend or distribution on the outstanding shares of the Class payable in common stock or other securities or property (other than cash), then upon exercise of this Warrant, for each Share acquired, Holder shall receive, without additional cost to Holder, the total number and kind of securities and property which Holder would have received had Holder owned the Shares of record as of the date the dividend or distribution occurred. If the Company subdivides the outstanding shares of the Class by reclassification or otherwise into a greater number of shares, the number of Shares purchasable hereunder shall be proportionately increased and the Warrant Price shall be proportionately decreased. If the outstanding shares of the Class are combined or consolidated, by reclassification or otherwise, into a lesser number of shares, the Warrant Price shall be proportionately increased and the number of Shares shall be proportionately decreased.

2.2 Reclassification, Exchange, Combinations or Substitution. Upon any event whereby all of the outstanding shares of the Class are reclassified, exchanged, combined, substituted, or replaced for, into, with or by Company securities of a different class and/or series, then from and after the consummation of such event, this Warrant will be exercisable for the number, class and series of Company securities that Holder would have received had the Shares been outstanding on and as of the consummation of such event, and subject to further adjustment thereafter from time to time in accordance with the provisions of this Warrant. The provisions of this Section 2.2 shall similarly apply to successive reclassifications, exchanges, combinations substitutions, replacements or other similar events.

2.3 Adjustments for Diluting Issuances. Without duplication of any adjustment otherwise provided for in this Section 2, the number of shares of common stock issuable upon conversion of the Shares shall be subject to anti-dilution adjustment from time to time in the manner set forth in the Company’s Articles or Certificate of Incorporation as if the Shares were issued and outstanding on and as of the date of any such required adjustment.

2.4 No Fractional Share. No fractional Share shall be issuable upon exercise of this Warrant and the number of Shares to be issued shall be rounded down to the nearest whole Share. If a fractional Share interest arises upon any exercise of the Warrant, the Company shall eliminate such fractional Share interest by paying Holder in cash the amount computed by multiplying the fractional interest by (i) the fair market value (as determined in accordance with Section 1.2 above) of a full Share, less (ii) the then-effective Warrant Price.

2.5 Notice/Certificate as to Adjustments. Upon each adjustment of the Warrant Price, Class and/or number of Shares, the Company, at the Company’s expense, shall notify Holder in writing within a reasonable time setting forth the adjustments to the Warrant Price, Class and/or number of Shares and facts upon which such adjustment is based. The Company shall, upon written request from Holder, furnish Holder with a certificate of its Chief Financial Officer, including computations of such adjustment and the Warrant Price, Class and number of Shares in effect upon the date of such adjustment.

SECTION 3.

REPRESENTATIONS AND COVENANTS OF THE COMPANY.

3.1 Representations and Warranties. The Company represents and warrants to, and agrees with, the Holder that all Shares which may be issued upon the exercise of this Warrant, and all securities, if any, issuable upon conversion of the Shares, shall, upon issuance, be duly authorized, validly issued, fully paid and non-assessable, and free of any liens and encumbrances except for restrictions on transfer provided for herein or under applicable federal and state securities laws. The Company covenants that it shall at all times cause to be reserved and kept available out of its authorized and unissued capital stock such number of shares of the Class, common stock and other securities as will be sufficient to permit the exercise in full of this Warrant and the conversion of the Shares into common stock or such other securities.

3.2 Notice of Certain Events. If the Company proposes at any time to:

- (a) declare any dividend or distribution upon the outstanding shares of the Class or common stock, whether in cash, property, stock, or other securities and whether or not a regular cash dividend;
- (b) offer for subscription or sale pro rata to the holders of the outstanding shares of the Class any additional shares of any class or series of the Company’s stock (other than pursuant to contractual pre-emptive rights);
- (c) effect any reclassification, exchange, combination, substitution, reorganization or recapitalization of the outstanding shares of the Class; or
- (d) effect an Acquisition or to liquidate, dissolve or wind up;

then, in connection with each such event, the Company shall give Holder:

(1) at least seven (7) Business Days prior written notice of the date on which a record will be taken for such dividend, distribution, or subscription rights (and specifying the date on which the holders of outstanding shares of the Class will be entitled thereto) or for determining rights to vote, if any, in respect of the matters referred to in (a) and (b) above; and

(2) in the case of the matters referred to in (c) and (d) above at least seven (7) Business Days prior written notice of the date when the same will take place (and specifying the date on which the holders of outstanding shares of the Class will be entitled to exchange their shares for the securities or other property deliverable upon the occurrence of such event).

SECTION 4.

REPRESENTATIONS, WARRANTIES OF THE HOLDER.

The Holder represents and warrants to the Company as follows:

4.1 Purchase for Own Account. This Warrant and the securities to be acquired upon exercise of this Warrant by Holder are being acquired for investment for Holder's account, not as a nominee or agent, and not with a view to the public resale or distribution within the meaning of the Act. Holder also represents that it has not been formed for the specific purpose of acquiring this Warrant or the Shares.

4.2 Disclosure of Information. Holder is aware of the Company's business affairs and financial condition and has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the acquisition of this Warrant and its underlying securities. Holder further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of this Warrant and its underlying securities and to obtain additional information (to the extent the Company possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to Holder or to which Holder has access.

4.3 Investment Experience. Holder understands that the purchase of this Warrant and its underlying securities involves substantial risk. Holder has experience as an investor in securities of companies in the development stage and acknowledges that Holder can bear the economic risk of such Holder's investment in this Warrant and its underlying securities and has such knowledge and experience in financial or business matters that Holder is capable of evaluating the merits and risks of its investment in this Warrant and its underlying securities and/or has a preexisting personal or business relationship with the Company and certain of its officers, directors or controlling persons of a nature and duration that enables Holder to be aware of the character, business acumen and financial circumstances of such persons.

4.4 Accredited Investor Status. Holder is an "accredited investor" within the meaning of Regulation D promulgated under the Act.

4.5 The Act. Holder understands that this Warrant and the Shares issuable upon exercise hereof have not been registered under the Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of the Holder's investment intent as expressed herein. Holder understands that this Warrant and the Shares issued upon any exercise hereof must be held indefinitely unless subsequently registered under the Act and qualified under applicable state securities laws, or unless exemption from such registration and qualification are otherwise available. Holder is aware of the provisions of Rule 144 promulgated under the Act.

4.6 No Voting Rights. Holder, as a Holder of this Warrant, will not have any voting rights until the exercise of this Warrant.

SECTION 5.

MISCELLANEOUS.

5.1 Term. Subject to the provisions of Section 1.5 above, this Warrant is exercisable in whole or in part at any time and from time to time on or before 6:00 PM, Eastern time, on the Expiration Date and shall be void thereafter.

5.2 Legends. Each certificate evidencing Shares (and each certificate evidencing the securities issued upon conversion of any Shares, if any) shall be imprinted with a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND, EXCEPT AS SET FORTH IN THAT CERTAIN WARRANT TO PURCHASE STOCK ISSUED BY THE ISSUER TO INVESTOR DATED JUNE 28, 2019, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS AND UNTIL REGISTERED UNDER SAID ACT AND LAWS OR, IN THE OPINION OF LEGAL COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER, SUCH OFFER, SALE, PLEDGE OR OTHER TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

5.3 Compliance with Securities Laws on Transfer. This Warrant and the Shares issued upon exercise of this Warrant (and the securities issuable, directly or indirectly, upon conversion of the Shares, if any) may not be transferred or assigned in whole or in part except in compliance with applicable federal and state securities laws by the transferor and the transferee (including, without limitation, the delivery of investment representation letters and legal opinions reasonably satisfactory to the Company, as reasonably requested by the Company). The Company shall not require Holder to provide an opinion of counsel if the transfer is to an affiliate of Holder, provided that any such transferee is an "accredited investor" as defined in Regulation D promulgated under the Act. Additionally, the Company shall also not require an opinion of counsel if there is no material question as to the availability of Rule 144 promulgated under the Act.

5.4 Transfer Procedure. After receipt by Investor of the executed Warrant, Investor may transfer all or part of this Warrant to one or more of Investor's affiliates (each, an "**Investor Affiliate**"), by execution of an Assignment substantially in the form of Appendix 2. Subject to the provisions of Article 5.3 and upon providing the Company with written notice, Investor, any such Investor Affiliate and any subsequent Holder, may transfer all or part of this Warrant or the Shares issuable upon exercise of this Warrant (or the Shares issuable directly or indirectly, upon conversion of the Shares, if any) to any other transferee, provided, however, in connection with any such transfer, the Investor Affiliate(s) or any subsequent Holder will give the Company notice of the portion of the Warrant being transferred with the name, address and taxpayer identification number of the transferee and Holder will surrender this Warrant to the Company for reissuance to the transferee(s) (and Holder if applicable).

5.5 Notices. All notices and other communications hereunder from the Company to the Holder, or vice versa, shall be deemed delivered and effective (i) when given personally, (ii) on the third (3rd) Business Day after being mailed by first-class registered or certified mail, postage prepaid, (iii) upon actual receipt if given by facsimile or electronic mail and such receipt is confirmed in writing by the recipient, or (iv) on the first Business Day following delivery to a reliable overnight courier service, courier fee prepaid, in any case at such address as may have been furnished to the Company or Holder, as the case may be, in writing by the Company or such Holder from time to time in accordance with the provisions of this Section 5.5. All notices to Holder shall be addressed as follows until the Company receives notice of a change of address in connection with a transfer or otherwise:

John Schutte
c/o MainPointe Pharmaceuticals, LLC
333 E. Main Street
Suite 200
Louisville, Kentucky 40202
Email: _____

Notice to the Company shall be addressed as follows until Holder receives notice of a change in address:

ACURA PHARMACEUTICALS, INC.
616 N. North Court, Suite 120
Palatine, Illinois
Attn: Peter A. Clemens
Fax: (847) 705-5399
Email: pclemens@acurapharm.com

With a copy (which shall not constitute notice) to:

Sills Cummis & Gross P.C.
One Riverfront Plaza
Newark, New Jersey 07102
Attn: S. Jason Teele, Esq.
Fax: (973) 643-6500
Email: steele@sillscummis.com

5.6 Waiver. This Warrant and any term hereof may be changed, waived, discharged or terminated (either generally or in a particular instance and either retroactively or prospectively) only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

5.7 Attorneys' Fees. In the event of any dispute between the parties concerning the terms and provisions of this Warrant, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

5.8 Counterparts; Facsimile/Electronic Signatures. This Warrant may be executed in counterparts, all of which together shall constitute one and the same agreement. Any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment thereto.

5.9 Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles regarding conflicts of law.

5.10 Headings. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Warrant.

5.11 Business Days. "**Business Day**" is any day that is not a Saturday, Sunday or a day which banks in the State of New York or Commonwealth of Virginia are closed.

[Signature page follows]

61851387.3

IN WITNESS WHEREOF, the parties have caused this Warrant to Purchase Stock to be executed by their duly authorized representatives effective as of the Issue Date written above.

"COMPANY"

ACURA PHARMACEUTICALS, INC.

By: /s/ Peter A. Clemens

Name: Peter A. Clemens
(Print)

Title: Sr. VP & CFO

"HOLDER"

/s/ John Schutte
JOHN SCHUTTE

[Signature Page to Warrant to Purchase Stock]

APPENDIX I

NOTICE OF EXERCISE

1 The undersigned Holder hereby exercises its right purchase _____ shares of the Common Stock of ACURA PHARMACEUTICALS, INC. (the "**Company**") in accordance with the attached Warrant To Purchase Stock, and tenders payment of the aggregate Warrant Price for such shares as follows:

- check in the amount of \$ _____ payable to order of the Company enclosed herewith
 - Wire transfer of immediately available funds to the Company's account
 - Other [Describe] _____
2. Please issue a certificate or certificates representing the Shares in the name specified below:

Holder's Name

(Address)

3. By its execution below and for the benefit of the Company, Holder hereby restates each of the representations and warranties in Section 4 of the Warrant to Purchase Stock as of the date hereof.

HOLDER:

By: _____
Name: _____
Title: _____
Date: _____

Appendix 1

ASSIGNMENT

For value received, Holder hereby sells, assigns and transfers unto

Name: ABUSE DETERRENT PHARMA, LLC
Address: 333 East Main Street, Suite 200,
Louisville, Kentucky 40202
Tax ID: 84-2197187

that certain Warrant to Purchase Stock issued by ACURA PHARMACEUTICALS, INC. (the "Company"), on June 28, 2019 (the "Warrant") together with all rights, title and interest therein.

HOLDER

/s/ John Schutte
JOHN SCHUTTE

Date: June 28, 2019

By its execution below, and for the benefit of the Company, ABUSE DETERRENT PHARMA, LLC makes each of the representations and warranties set forth in Article 4 of the Warrant and agrees to all other provisions of the Warrant as of the date hereof.

ABUSE DETERRENT PHARMA, LLC

By: /s/ John Schutte

Name: John Schutte

Title: Manager

Assignment of Promissory Note, Warrant and Security Agreement

For value received, John Schutte (“**Assignor**”) hereby assigns and transfers to Abuse Deterrent Pharma, LLC, a Kentucky limited liability company (“**Assignee**”), all of the Assignor’s right, title and interest in and to (i) that certain Amended, Consolidated and Restated Convertible Secured Promissory Note (the “**Note**”) dated June 28, 2019 made and delivered by Acura Pharmaceuticals, Inc., a New York corporation (the “**Company**”), to Assignor in the aggregate principal sum of **SIX MILLION DOLLARS (\$6,000,000)**, (ii) that certain Warrant to purchase common stock dated June 28, 2019 made and delivered by the Company to Assignor, and (iii) that certain Security Agreement dated June 28, 2019 made by the Company in favor of Assignor, each without recourse or any warranty.

Dated: June 28, 2019

ASSIGNOR:

/s/ John Schutte

JOHN SCHUTTE

BY ITS EXECUTION BELOW, AND FOR THE BENEFIT OF THE COMPANY, ASSIGNEE HEREBY MAKES EACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8 OF THE NOTE AND AGREES TO ALL OTHER PROVISIONS OF THE NOTE AND SECURITY AGREEMENT AS OF THE DATE HEREOF.

ASSIGNEE:

ABUSE DETERRENT PHARMA, LLC

By: /s/ John Schutte
John Schutte, Manager

BY ITS EXECUTION BELOW, ACURA PHARMACEUTICALS, INC. HEREBY ACKNOWLEDGES, AGREES AND CONSENTS TO THIS ASSIGNMENT:

ACURA PHARMACEUTICALS, INC.

By: /s/ Peter A. Clemens

Name: Peter A. Clemens

Title: Sr. V/P and CFO

AGREEMENT AMONG REPORTING PERSONS

THIS AGREEMENT AMONG REPORTING PERSONS is made and entered into by and among John Schutte ("Schutte"), an individual, and Abuse Deterrent Pharma, LLC, a Kentucky limited liability company ("AD Pharma").

WITNESSETH:

WHEREAS, each of Schutte and AD Pharma be deemed to beneficially own shares of the Common Stock of Acura Pharmaceuticals, Inc., a New York corporation ("Acura");

WHEREAS, each of Schutte and AD Pharma desires to file a single Schedule 13D under the Securities and Exchange Act of 1934, as amended (the "Act"), indicating the beneficial ownership of each with respect to the Common Stock of Acura; and

WHEREAS, the rules of Securities and Exchange Commission require that, when a Schedule 13D is filed on behalf of more than one person, the Schedule 13D shall include as an exhibit to the Schedule 13D an agreement in writing of such persons that the Schedule 13D is filed on behalf of each of them.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties thereto, the parties hereto covenant and agree as follows:

1. Schutte and AD Pharma agree that a single Schedule 13D and any amendments thereto relating to the shares of Common Stock of Acura shall be filed on behalf of each of them.
2. Schutte and AD Pharma each acknowledge and agree that pursuant to Rule 13d-1 (f)(1) under the Act each of them is individually responsible for the timely filing of such Schedule 13D and any amendments thereto and for the completeness and accuracy of the information contained therein.
3. This Agreement shall not be assignable by any party hereto.
4. This Agreement shall be terminated as to any party hereto upon the first to occur of the following: (a) the death of any individual party hereto, (b) the dissolution or termination of AD Pharma, or (c) a written notice of termination given by any party hereto to all of the other parties hereto.
5. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy hereof, but all of which together shall constitute a single instrument.
6. Schutte and AD Pharma each acknowledge and agree that Schutte shall be authorized as attorney-in-fact to sign, on behalf of each party to this Agreement, any Schedule 13D or amendments thereto that are required to be filed on behalf of the parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of July, 2019.

ABUSE DETERRENT PHARMA, LLC

By /s/ John Schutte
John Schutte, Manager

/s/ John Schutte
John Schutte, individually