

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

July 9, 2008
Date of Report (Date of earliest event reported)

ACURA PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in Charter)

State of New York
(State of Other Jurisdiction
of Incorporation)

1-10113
(Commission File Number)

11-0853640
(I.R.S. Employer
Identification Number)

616 N. North Court, Suite 120
Palatine, Illinois 60067
(Address of principal executive offices) (Zip Code)

(847) 705-7709
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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 (17CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e)

On July 9, 2008, we entered into amendments (the “Amendments”) to the Executive Employment Agreements between us and each of Andrew Reddick, President and Chief Executive Officer, Ron Spivey, Senior Vice President and Chief Scientific Officer, and Peter A. Clemens, Senior Vice President and Chief Financial Officer (collectively, the “Executive Employment Agreements”).

The amendment to Dr. Spivey’s Executive Employment Agreement provides that Dr. Spivey will receive a \$315,000 bonus payment (in addition to any other payments to which he may be entitled pursuant to the Executive Employment Agreement) if he remains employed by us through December 31, 2008. The bonus payment will also be payable if Dr. Spivey’s employment is terminated by us without Cause (as defined in his Executive Employment Agreement) or if he terminates his employment for Good Reason (as defined in his Executive Employment Agreement) prior to December 31, 2008. The bonus payment will be paid on December 31, 2008.

In addition, as part of the amendment to Dr. Spivey’s Executive Employment Agreement, we entered into an Amended and Restated Employment Agreement to be effective January 1, 2009. The Amended and Restated Employment Agreement provides that commencing January 1, 2009, Dr. Spivey will continue his employment with us through December 31, 2010 on a part-time basis (10 weeks per year) at an annual salary of \$120,000 and will have the title of Senior Scientific Advisor. Dr. Spivey will report to the Chief Executive Officer and will be eligible for benefits offered to part-time employees.

The Amendments to Mr. Reddick’s and Mr. Clemens’ Executive Employment Agreements, which automatically renew annually unless a party sends the other party a notice of non-renewal, provide that the expiration of the agreements due to our non-renewal constitutes a termination without Cause (as defined in the respective agreements) and our sending of a notice of non-renewal will permit Messrs. Reddick and Clemens to terminate their respective agreements for Good Reason (as defined in such agreements). A termination without Cause or a termination for Good Reason will, among other things, trigger severance and bonus payments under the respective agreements.

The foregoing descriptions of the Amendments are qualified by the text of the Amendments, which are attached hereto as Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Fifth Amendment to Executive Employment Agreement executed July 9, 2008 between Acura Pharmaceuticals, Inc. and Andrew D. Reddick
10.2	Third Amendment to Executive Employment Agreement executed July 9, 2008 between Acura Pharmaceuticals, Inc. and Ron J. Spivey
10.3	Amended and Restated Employment Agreement effective as of January 1, 2009 between Acura Pharmaceuticals, Inc. and Ron J. Spivey
10.4	Fifth Amendment to Executive Employment Agreement executed July 9, 2008 between Acura Pharmaceuticals, Inc. and Peter A. Clemens

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ACURA PHARMACEUTICALS, INC.

By: /s/ Peter Clemens

Peter A. Clemens
Senior Vice President & Chief Financial Officer

Date: July 9, 2008

EXHIBIT INDEX

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10.4	Fifth Amendment to Executive Employment Agreement executed July 9, 2008 between Acura Pharmaceuticals, Inc. and Peter A. Clemens

FIFTH AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (this “Amendment”) made this 9th day of July, 2008 by and between ACURA PHARMACEUTICALS, INC., a New York corporation (the “Corporation”) and ANDREW D. REDDICK (the “Employee”).

RECITALS

- A. The Corporation and the Employee executed an Executive Employment Agreement dated as of August 26, 2003, as amended (as amended, the “Employment Agreement”).
- B. The Corporation and the Employee now desire to further amend the Employment Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. Section 7.4 of the Employment Agreement is hereby amended to add the following two sentences at the end of such Section to read as follows:

“With respect to other Sections of this Agreement, termination “Without Cause” shall also mean a termination of the Employee’s employment with the Corporation following notice by the Corporation to the Employee to not renew this Agreement pursuant to Section 2. In such case, in the absence of the Employee’s prior termination of this Agreement for Good Reason pursuant to Section 7.5, the effective date of such termination shall be the expiration of the Term.”

2. Section 7.5 of the Employment Agreement is hereby amended by adding a new Section (viii) at the end of such Section to read as follows:

“; or (viii) notice by the Corporation to the Employee to not renew this Agreement pursuant to Section 2.”

3. Except as expressly amended by this Amendment, the Employment Agreement remains in full force and effect. Capitalized terms used herein shall have the same meaning as in the Employment Agreement unless otherwise defined herein. This Amendment shall be governed and construed and enforced in accordance with the local laws of the State of New York applicable to agreements made and to be performed entirely in New York.

4. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ACURA PHARMACEUTICALS, INC.

By: /s/ Peter A. Clemens

Name: Peter A. Clemens

Title: Senior Vice President and
Chief Financial Officer

EMPLOYEE

By: /s/ Andrew D. Reddick

Andrew D. Reddick

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS **THIRD AMENDMENT TO EMPLOYMENT AGREEMENT** (this “**Amendment**”) made this 9th day of July, 2008 by and between **ACURA PHARMACEUTICALS, INC.**, a New York corporation (the “**Corporation**”) and **RON J. SPIVEY** (the “**Employee**”).

RECITALS

- A. The Corporation and the Employee executed an employment agreement dated as of April 5, 2004, which was subsequently amended (as amended, the “**Employment Agreement**”).
- B. The Corporation and the Employee now desire to further amend the Employment Agreement as provided herein to provide (i) for a bonus payment to Employee provided he remains employed by the Corporation through December 31, 2008 and (ii) at Employee’s request, for a reduction in Employee’s duties to the Corporation during the period January 1, 2009 through December 31, 2010.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. A new Section 3(c) is added to the Agreement as follows:

“(c) Retention Bonus. If Employee remains as a full-time employee with the Corporation through December 31, 2008 then he shall be entitled to a one-time bonus payment of Three Hundred Fifteen Thousand Dollars (\$315,000) (the “Bonus Payment”), payable by the Corporation to the Employee on December 31, 2008. If Employee ceases to be a full-time employee for any reason prior to December 31, 2008, then he shall not be entitled to the Bonus Payment; provided, however, that the Bonus Payment will remain payable if the Employee’s employment is terminated (i) by the Corporation (or its successor) without Cause or following a Change of Control, or (ii) by the Employee for Good Reason.

2. Effective January 1, 2009, assuming Executive’s employment with the Corporation has not terminated prior thereto, the Agreement shall be further amended and replaced in its entirety effective as of such date by the Amended and Restated Employment Agreement attached hereto as Exhibit A. During the period through December 31, 2008, the Employment Agreement, as amended by this Amendment, shall govern the employment relationship between the Corporation and Employee. Commencing January 1, 2009, the Amended and Restated Employment Agreement, attached hereto as Exhibit A, shall govern the employment relationship between the Corporation and Employee.

3. Except as expressly amended by this Amendment, the Employment Agreement remains in full force and effect. Capitalized terms used herein shall have the same meaning as in the Employment Agreement unless otherwise defined herein. This Amendment shall be governed and construed and enforced in accordance with the local laws of the State of New York applicable to agreements made and to be performed entirely in New York.

4. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ACURA PHARMACEUTICALS, INC.

By: /s/ Andrew D. Reddick

Andrew D. Reddick

President and Chief Executive Officer

EMPLOYEE

By: /s/ Ron J. Spivey

Ron J. Spivey

EXHIBIT A

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (the "**Agreement**") effective as of the 1st day of January, 2009 (the "Effective Date") by and between **ACURA PHARMACEUTICALS, INC.**, a New York corporation (the "**Corporation**"), with administrative offices at 616 N. North Court, Suite 120, Palatine, IL 60067 and **RON J. SPIVEY**, residing at 3514 Bimini Avenue, Cooper City, Florida 33026 (the "**Employee**").

WITNESSETH

WHEREAS, Employee has been employed by the Corporation pursuant to an Executive Employment Agreement dated as of April 5, 2004, as amended (the "Original Agreement"); and

WHEREAS, the Employee desires to reduce his role with the Corporation commencing January 1, 2009; and

WHEREAS, the parties hereto have agreed to amend and restate the Original Agreement, as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. Employment, Duties and Acceptance.

1.1 Services. Commencing on the Effective Date the Corporation shall continue the employment of the Employee pursuant to the terms of this Agreement for the Term (as defined in Section 2 hereof), to render services to the Corporation of ten (10) weeks per year, at such times as mutually agreed by the Corporation's Chief Executive Officer ("CEO") and the Employee, as the Corporation's Senior Scientific Advisor, subject to the direction of the CEO and the Corporation's Board of Directors. In connection therewith, the Employee shall assist and advise the Corporation with the development of product candidates and such other tasks as may be further reasonably be requested to be performed by the CEO, to whom the Employee shall report, and to use his commercially reasonable best efforts, skill and abilities to promote the interests of the Corporation and its subsidiary. The Employee shall perform the services for the Corporation from his home office and by traveling to the Corporation's facilities and such other locations as shall be agreed by the Employee and CEO from time to time, including, without limitation, the locations of contract research organizations, clinical trial sites, and other locations required for meetings or presentations with prospective investors, counsel, prospective pharmaceutical partners and other locations as the CEO shall determine to be in the best business interests of the Corporation. The Employee acknowledges and agrees that the change in the Employee's title, reduction in responsibilities, service hours, and compensation is being effected at the request of the Employee and will not constitute or be deemed grounds for the Employee's "Good Reason" termination as provided in Section 7.5 of the Original Agreement.

- 1.2 Acceptance. The Employee hereby accepts the terms of continued employment with the Corporation and commencing on the Effective Date, and agrees to render the services described in Section 1.1 hereof.
2. Term of Employment. The term of the Employee's employment under this Agreement shall commence on the Effective Date and shall expire on December 31, 2010 (the "**Term**"), unless sooner terminated pursuant to Section 7 of this Agreement.
3. Compensation. In consideration of the services to be rendered by the Employee pursuant to this Agreement, the Corporation shall pay the Employee an aggregate annual base salary of One Hundred Twenty Thousand Dollars (\$120,000) (the "**Base Salary**"), payable in equal weekly installments in accordance with the Corporation's customary payroll practices, less such deductions or amounts to be withheld as required by applicable laws and regulations.
4. Expenses. The Corporation shall pay or reimburse the Employee for all reasonable expenses which are incurred in accordance with the Corporation's expense policy in force from time to time and which are actually incurred or paid by the Employee during the Term in the performance of his services under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as the Corporation may reasonably require. Such expenses shall include, but not be limited to, business travel, travel to corporate facilities and related temporary living expenses, meals and lodging, and business entertainment.
5. Additional Benefits. In addition to the compensation and expenses to be paid under Sections 3 and 4 hereof, the Employee will be entitled to such rights and benefits for which he may be eligible (as a part time employee) under any insurance or retirement plan of the Corporation as the Board of Directors shall adopt from time to time in its sole and absolute discretion for the benefit of employees of the Corporation.

6. Stock Options/Restricted Stock Units. The Employee and the Corporation acknowledge and agree that the stock options and restricted stock unit awards issued to the Employee by the Corporation as of the date of this Agreement shall remain in full force and effect and the Employee's right to exercise such stock options and to receive distributions under such restricted stock units shall be as provided in the respective award agreements and the plans pursuant to which such stock options and restricted stock unit awards were issued; provided, however, that with respect to the stock options granted to the Employee on May 23, 2008 exercisable for up to 160,000 shares of the Corporation's common stock, in the event of the termination of the Employee's employment (a) by the Employee, the Employee may exercise such options to the extent vested at the date of termination during the forty (40) day period following the date of termination, and (b) by the Corporation, the Employee may exercise such options to the extent vested at the date of termination during the twelve (12) month period following the date of termination.

7. Termination. The Corporation may terminate the Employee's employment with the Corporation for any reason at any time during the Term upon written notice. The Corporation's obligation to pay compensation or any other amounts payable hereunder to or for the benefit of the Employee shall terminate on the earlier to occur of (i) the date the Employee terminates his employment, (ii) the date the Corporation terminates the Employee's employment, and (iii) the date of death of the Employee, except for accrued and unpaid Base Salary and expenses to the date of termination or death.

8. Protection of Confidential Information. Because the Employee's services for the Corporation will bring him into close contact with all the confidential affairs thereof, and plans for future developments, the Employee agrees to the following:

8.1 Secrecy. During the Term and for five (5) years after the date of termination of the Employee's employment, to preserve the confidential nature of, and not disclose, reveal, or make accessible to anyone other than the Corporation's officers, directors, employees, consultants or agents, otherwise within the scope of his employment duties and responsibilities hereunder, any and all documents, information, knowledge or data of or pertaining to the Corporation, its subsidiaries or affiliates or pertaining to any other individual, firm, corporation, partnership, joint venture, business, organization, entity or other person with which the Corporation or any of its subsidiaries or affiliates may do business during the Term (including licensees, licensors, manufacturers, suppliers and customers of the Corporation or any of its subsidiaries or affiliates) and which is not in the public domain, including trade secrets, "know how", names and lists of licensees, licensors, manufacturers, suppliers and customers, development plans or programs, statistics, manufacturing and production methods, processes, techniques, pricing, marketing methods and plans, specifications, advertising plans and campaigns or any other matters, and all other confidential information of the Corporation, its subsidiaries and affiliates (hereinafter referred to as "**Confidential Information**"). The restrictions on the disclosure of Confidential Information imposed by this Section 8.1 shall not apply to any Confidential Information that was part of the public domain at the time of its receipt by the Employee or becomes part of the public domain in any manner and for any reason other than an act by the Employee, unless the Employee is legally compelled (by applicable law, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose such Confidential Information, in which event the Employee shall provide the Corporation with prompt notice of such requirement so that the Corporation may seek a protective order or other appropriate remedy, and if such protective order or other remedy is not obtained, the Employee shall exercise reasonable efforts in good faith to obtain assurance that confidential treatment will be accorded such Confidential Information.

8.2 Return Memoranda, etc. To deliver promptly to the Corporation on termination of his employment, or at any other time the Corporation may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints and other documents (and all copies thereof) relating to the Corporation's business and all property associated therewith, which the Employee may then possess or have under his control.

8.3 Non-competition. Provided that this Agreement has not been breached by the Corporation, the Employee agrees that he shall not at any time prior to one (1) year after the expiration or termination of his employment with the Corporation, own, manage, operate, be a director or an employee of, or a consultant to any person, business, corporation, partnership, trust, limited liability company or other firm or enterprise ("**Person**") which is engaged in marketing, selling or distributing products or in developing product candidates in the United States which are directly competitive with products or product candidates in development as evidenced by the current written product development plan and/or business plan of the Corporation at the time of termination of the Employee's employment and/or described in the Corporation's most recent filing on Form 10-K with the Securities and Exchange Commission as of the date of the termination of the Employee's employment.

If any of the provisions of this section, or any part thereof, is hereinafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or provisions, which shall be given full effect, without regard to the invalid portions. If any of the provisions of this section, or any part thereof, is held to be unenforceable because of the duration of such provision, the area covered thereby or the type of conduct restricted therein, the parties agree that the court making such determination shall have the power to modify the duration, geographic area and/or other terms of such provision and, as so modified, said provision shall then be enforceable. In the event that the courts of any one or more jurisdictions shall hold such provisions wholly or partially unenforceable by reason of the scope thereof or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the Corporation's right to the relief provided for herein in the courts of any other jurisdictions as to breaches or threatened breaches of such provisions in such other jurisdictions, the above provisions as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

8.4 Injunctive Relief. The Employee acknowledges and agrees that, because of the unique and extraordinary nature of his services, any breach or threatened breach of the provisions of Sections 8.1, 8.2, or 8.3 hereof will cause irreparable injury and incalculable harm to the Corporation, and the Corporation shall, accordingly, be entitled to injunctive and other equitable relief for such breach or threatened breach and that resort by the Corporation to such injunctive or other equitable relief shall not be deemed to waive or to limit in any respect any right or remedy which the Corporation may have with respect to such breach or threatened breach.

8.5 Expenses of Enforcement of Covenants. In the event that any action, suit or proceeding at law or in equity is brought to enforce the covenants contained in Section 8.1, 8.2, or 8.3 hereof or to obtain money damages for the breach thereof, the party prevailing in any such action, suit or other proceeding shall be entitled upon demand to reimbursement from the other party for all expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred in connection therewith.

8.6 Non-Solicitation. The Employee covenants and agrees not to (and not to cause or direct any Person to) hire or solicit for employment any employee of the Corporation or any of its subsidiaries or affiliates. The prohibitions of this Section 8.6 shall apply for twelve (12) months following the termination of the Employee's employment.

8.7 Assignment of Invention. All discoveries, inventions, improvements and innovations, whether patentable or not (including all data and records pertaining thereto), which Employee may have invented, discovered, originated or conceived of during the Term of his employment with the Corporation prior to the date of the Amendment or may invent, discover, originate or conceive during the Term of this Agreement and which directly relate to the business of the Corporation or any of its subsidiaries as described in the Corporation's filings with the Securities and Exchange Commission, shall be the sole and exclusive property of the Corporation. Employee shall promptly and fully disclose each and all such discoveries, inventions, improvements or innovations to the Corporation. Employee shall assign to the Corporation his entire right, title and interest in and to all of his discoveries, inventions, improvements and innovation described in this Section 8.7 and any related U.S. or foreign patent and patent applications, shall execute any instruments reasonably necessary to convey or perfect the Corporation's ownership thereof, and shall assist the Corporation in obtaining, defending and enforcing its rights therein. The Corporation shall bear all expenses it authorizes to be incurred in connection with such activity and shall pay the Employee reasonable compensation for time spent by the Employee in performing such duties at the request of the Corporation after the termination of his employment, for a period not to exceed three (3) years.

9. Indemnification. The Corporation will defend, indemnify and hold harmless the Employee, to the maximum extent permitted by applicable law and the by-laws of the Corporation, against all claims, costs, charges and expenses incurred or sustained by him in connection with any action, suit or other proceeding to which he may be made a party by reason of his being an officer, director or employee of the Corporation or of any subsidiary or affiliate thereof.

10. Notices. All notices, requests, consents and other communications required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally or sent by facsimile, with confirmation of receipt, or mailed first-class, postage prepaid, by registered or certified mail (notices sent by mail shall be deemed to have been given three (3) business days after the date sent), to the parties at their respective addresses herein above set forth or to such other address as either party shall designate by notice in writing to the other in accordance herewith.

11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the local laws of the State of New York applicable to agreements made and to be performed entirely in New York.
12. Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
13. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof including the Original Agreement. Employee acknowledges that upon the Effective Date he will not be entitled to any severance payment under the Original Agreement or any bonuses for any calendar year after 2008. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.
14. Assignability. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned by the Employee. The Corporation may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business or assets; in any event the rights and obligations of the Corporation hereunder shall be binding on its successors or assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets.
15. Amendments. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. No superseding instrument, amendment, modification, cancellation, renewal or extension hereof shall require the consent or approval of any person other than the parties hereto. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

16. Counterparts. This Agreement may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

17. Severability. The provisions of this Agreement shall be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms.

18. In witness whereof, the parties have executed this Agreement as of July _____, 2008.

ACURA PHARMACEUTICALS, INC.

By: _____
Andrew D. Reddick
President and Chief Executive Officer

EMPLOYEE

By: _____
Ron J. Spivey

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This **AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (the "**Agreement**") effective as of the 1st day of January, 2009 (the "Effective Date") by and between **ACURA PHARMACEUTICALS, INC.**, a New York corporation (the "**Corporation**"), with administrative offices at 616 N. North Court, Suite 120, Palatine, IL 60067 and **RON J. SPIVEY**, residing at 3514 Bimini Avenue, Cooper City, Florida 33026 (the "**Employee**").

WITNESSETH

WHEREAS, Employee has been employed by the Corporation pursuant to an Executive Employment Agreement dated as of April 5, 2004, as amended (the "Original Agreement"); and

WHEREAS, the Employee desires to reduce his role with the Corporation commencing January 1, 2009; and

WHEREAS, the parties hereto have agreed to amend and restate the Original Agreement, as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. Employment, Duties and Acceptance.

1.1 Services. Commencing on the Effective Date the Corporation shall continue the employment of the Employee pursuant to the terms of this Agreement for the Term (as defined in Section 2 hereof), to render services to the Corporation of ten (10) weeks per year, at such times as mutually agreed by the Corporation's Chief Executive Officer ("CEO") and the Employee, as the Corporation's Senior Scientific Advisor, subject to the direction of the CEO and the Corporation's Board of Directors. In connection therewith, the Employee shall assist and advise the Corporation with the development of product candidates and such other tasks as may be further reasonably be requested to be performed by the CEO, to whom the Employee shall report, and to use his commercially reasonable best efforts, skill and abilities to promote the interests of the Corporation and its subsidiary. The Employee shall perform the services for the Corporation from his home office and by traveling to the Corporation's facilities and such other locations as shall be agreed by the Employee and CEO from time to time, including, without limitation, the locations of contract research organizations, clinical trial sites, and other locations required for meetings or presentations with prospective investors, counsel, prospective pharmaceutical partners and other locations as the CEO shall determine to be in the best business interests of the Corporation. The Employee acknowledges and agrees that the change in the Employee's title, reduction in responsibilities, service hours, and compensation is being effected at the request of the Employee and will not constitute or be deemed grounds for the Employee's "Good Reason" termination as provided in Section 7.5 of the Original Agreement.

- 1.2 Acceptance. The Employee hereby accepts the terms of continued employment with the Corporation and commencing on the Effective Date, and agrees to render the services described in Section 1.1 hereof.
2. Term of Employment. The term of the Employee's employment under this Agreement shall commence on the Effective Date and shall expire on December 31, 2010 (the "**Term**"), unless sooner terminated pursuant to Section 7 of this Agreement.
3. Compensation. In consideration of the services to be rendered by the Employee pursuant to this Agreement, the Corporation shall pay the Employee an aggregate annual base salary of One Hundred Twenty Thousand Dollars (\$120,000) (the "**Base Salary**"), payable in equal weekly installments in accordance with the Corporation's customary payroll practices, less such deductions or amounts to be withheld as required by applicable laws and regulations.
4. Expenses. The Corporation shall pay or reimburse the Employee for all reasonable expenses which are incurred in accordance with the Corporation's expense policy in force from time to time and which are actually incurred or paid by the Employee during the Term in the performance of his services under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as the Corporation may reasonably require. Such expenses shall include, but not be limited to, business travel, travel to corporate facilities and related temporary living expenses, meals and lodging, and business entertainment.
5. Additional Benefits. In addition to the compensation and expenses to be paid under Sections 3 and 4 hereof, the Employee will be entitled to such rights and benefits for which he may be eligible (as a part time employee) under any insurance or retirement plan of the Corporation as the Board of Directors shall adopt from time to time in its sole and absolute discretion for the benefit of employees of the Corporation.

6. Stock Options/Restricted Stock Units. The Employee and the Corporation acknowledge and agree that the stock options and restricted stock unit awards issued to the Employee by the Corporation as of the date of this Agreement shall remain in full force and effect and the Employee's right to exercise such stock options and to receive distributions under such restricted stock units shall be as provided in the respective award agreements and the plans pursuant to which such stock options and restricted stock unit awards were issued; provided, however, that with respect to the stock options granted to the Employee on May 23, 2008 exercisable for up to 160,000 shares of the Corporation's common stock, in the event of the termination of the Employee's employment (a) by the Employee, the Employee may exercise such options to the extent vested at the date of termination during the forty (40) day period following the date of termination, and (b) by the Corporation, the Employee may exercise such options to the extent vested at the date of termination during the twelve (12) month period following the date of termination.

7. Termination. The Corporation may terminate the Employee's employment with the Corporation for any reason at any time during the Term upon written notice. The Corporation's obligation to pay compensation or any other amounts payable hereunder to or for the benefit of the Employee shall terminate on the earlier to occur of (i) the date the Employee terminates his employment, (ii) the date the Corporation terminates the Employee's employment, and (iii) the date of death of the Employee, except for accrued and unpaid Base Salary and expenses to the date of termination or death.

8. Protection of Confidential Information. Because the Employee's services for the Corporation will bring him into close contact with all the confidential affairs thereof, and plans for future developments, the Employee agrees to the following:

8.1 Secrecy. During the Term and for five (5) years after the date of termination of the Employee's employment, to preserve the confidential nature of, and not disclose, reveal, or make accessible to anyone other than the Corporation's officers, directors, employees, consultants or agents, otherwise within the scope of his employment duties and responsibilities hereunder, any and all documents, information, knowledge or data of or pertaining to the Corporation, its subsidiaries or affiliates or pertaining to any other individual, firm, corporation, partnership, joint venture, business, organization, entity or other person with which the Corporation or any of its subsidiaries or affiliates may do business during the Term (including licensees, licensors, manufacturers, suppliers and customers of the Corporation or any of its subsidiaries or affiliates) and which is not in the public domain, including trade secrets, "know how", names and lists of licensees, licensors, manufacturers, suppliers and customers, development plans or programs, statistics, manufacturing and production methods, processes, techniques, pricing, marketing methods and plans, specifications, advertising plans and campaigns or any other matters, and all other confidential information of the Corporation, its subsidiaries and affiliates (hereinafter referred to as "**Confidential Information**"). The restrictions on the disclosure of Confidential Information imposed by this Section 8.1 shall not apply to any Confidential Information that was part of the public domain at the time of its receipt by the Employee or becomes part of the public domain in any manner and for any reason other than an act by the Employee, unless the Employee is legally compelled (by applicable law, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose such Confidential Information, in which event the Employee shall provide the Corporation with prompt notice of such requirement so that the Corporation may seek a protective order or other appropriate remedy, and if such protective order or other remedy is not obtained, the Employee shall exercise reasonable efforts in good faith to obtain assurance that confidential treatment will be accorded such Confidential Information.

8.2 Return Memoranda, etc. To deliver promptly to the Corporation on termination of his employment, or at any other time the Corporation may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints and other documents (and all copies thereof) relating to the Corporation's business and all property associated therewith, which the Employee may then possess or have under his control.

8.3 Non-competition. Provided that this Agreement has not been breached by the Corporation, the Employee agrees that he shall not at any time prior to one (1) year after the expiration or termination of his employment with the Corporation, own, manage, operate, be a director or an employee of, or a consultant to any person, business, corporation, partnership, trust, limited liability company or other firm or enterprise ("**Person**") which is engaged in marketing, selling or distributing products or in developing product candidates in the United States which are directly competitive with products or product candidates in development as evidenced by the current written product development plan and/or business plan of the Corporation at the time of termination of the Employee's employment and/or described in the Corporation's most recent filing on Form 10-K with the Securities and Exchange Commission as of the date of the termination of the Employee's employment.

If any of the provisions of this section, or any part thereof, is hereinafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or provisions, which shall be given full effect, without regard to the invalid portions. If any of the provisions of this section, or any part thereof, is held to be unenforceable because of the duration of such provision, the area covered thereby or the type of conduct restricted therein, the parties agree that the court making such determination shall have the power to modify the duration, geographic area and/or other terms of such provision and, as so modified, said provision shall then be enforceable. In the event that the courts of any one or more jurisdictions shall hold such provisions wholly or partially unenforceable by reason of the scope thereof or otherwise, it is the intention of the parties hereto that such determination not bar or in any way affect the Corporation's right to the relief provided for herein in the courts of any other jurisdictions as to breaches or threatened breaches of such provisions in such other jurisdictions, the above provisions as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

8.4 Injunctive Relief. The Employee acknowledges and agrees that, because of the unique and extraordinary nature of his services, any breach or threatened breach of the provisions of Sections 8.1, 8.2, or 8.3 hereof will cause irreparable injury and incalculable harm to the Corporation, and the Corporation shall, accordingly, be entitled to injunctive and other equitable relief for such breach or threatened breach and that resort by the Corporation to such injunctive or other equitable relief shall not be deemed to waive or to limit in any respect any right or remedy which the Corporation may have with respect to such breach or threatened breach.

8.5 Expenses of Enforcement of Covenants. In the event that any action, suit or proceeding at law or in equity is brought to enforce the covenants contained in Section 8.1, 8.2, or 8.3 hereof or to obtain money damages for the breach thereof, the party prevailing in any such action, suit or other proceeding shall be entitled upon demand to reimbursement from the other party for all expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred in connection therewith.

8.6 Non-Solicitation. The Employee covenants and agrees not to (and not to cause or direct any Person to) hire or solicit for employment any employee of the Corporation or any of its subsidiaries or affiliates. The prohibitions of this Section 8.6 shall apply for twelve (12) months following the termination of the Employee's employment.

8.7 Assignment of Invention. All discoveries, inventions, improvements and innovations, whether patentable or not (including all data and records pertaining thereto), which Employee may have invented, discovered, originated or conceived of during the Term of his employment with the Corporation prior to the date of the Amendment or may invent, discover, originate or conceive during the Term of this Agreement and which directly relate to the business of the Corporation or any of its subsidiaries as described in the Corporation's filings with the Securities and Exchange Commission, shall be the sole and exclusive property of the Corporation. Employee shall promptly and fully disclose each and all such discoveries, inventions, improvements or innovations to the Corporation. Employee shall assign to the Corporation his entire right, title and interest in and to all of his discoveries, inventions, improvements and innovation described in this Section 8.7 and any related U.S. or foreign patent and patent applications, shall execute any instruments reasonably necessary to convey or perfect the Corporation's ownership thereof, and shall assist the Corporation in obtaining, defending and enforcing its rights therein. The Corporation shall bear all expenses it authorizes to be incurred in connection with such activity and shall pay the Employee reasonable compensation for time spent by the Employee in performing such duties at the request of the Corporation after the termination of his employment, for a period not to exceed three (3) years.

9. Indemnification. The Corporation will defend, indemnify and hold harmless the Employee, to the maximum extent permitted by applicable law and the by-laws of the Corporation, against all claims, costs, charges and expenses incurred or sustained by him in connection with any action, suit or other proceeding to which he may be made a party by reason of his being an officer, director or employee of the Corporation or of any subsidiary or affiliate thereof.

10. Notices. All notices, requests, consents and other communications required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally or sent by facsimile, with confirmation of receipt, or mailed first-class, postage prepaid, by registered or certified mail (notices sent by mail shall be deemed to have been given three (3) business days after the date sent), to the parties at their respective addresses herein above set forth or to such other address as either party shall designate by notice in writing to the other in accordance herewith.

11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the local laws of the State of New York applicable to agreements made and to be performed entirely in New York.
12. Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
13. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral, relating to the subject matter hereof including the Original Agreement. Employee acknowledges that upon the Effective Date he will not be entitled to any severance payment under the Original Agreement or any bonuses for any calendar year after 2008. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise or inducement not so set forth.
14. Assignability. This Agreement, and the Employee's rights and obligations hereunder, may not be assigned by the Employee. The Corporation may assign its rights, together with its obligations, hereunder in connection with any sale, transfer or other disposition of all or substantially all of its business or assets; in any event the rights and obligations of the Corporation hereunder shall be binding on its successors or assigns, whether by merger, consolidation or acquisition of all or substantially all of its business or assets.
15. Amendments. This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms or covenants hereof may be waived, only by a written instrument executed by both of the parties hereto, or in the case of a waiver, by the party waiving compliance. No superseding instrument, amendment, modification, cancellation, renewal or extension hereof shall require the consent or approval of any person other than the parties hereto. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

16. Counterparts. This Agreement may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

17. Severability. The provisions of this Agreement shall be deemed severable, and if any part of any provision is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision, as so changed, legal, valid and binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms.

18. In witness whereof, the parties have executed this Agreement as of July 9, 2008.

ACURA PHARMACEUTICALS, INC.

By: /s/ Andrew D. Reddick
Andrew D. Reddick
President and Chief Executive Officer

EMPLOYEE

By: /s/ Ron J. Spivey
Ron J. Spivey

FIFTH AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (this “**Amendment**”) made this 9th day of July, 2008 by and between ACURA PHARMACEUTICALS, INC., a New York corporation (the “**Corporation**”), with offices at 616 N. North Court, Suite 120, Palatine, Illinois 60067 and PETER A. CLEMENS (the “**Employee**”).

RECITALS

- A. The Corporation and the Employee executed an Executive Employment Agreement dated as of March 10, 1998, as amended (as amended, the “**Employment Agreement**”).
- B. The Corporation and the Employee now desire to further amend the Employment Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. Section 8.4 of the Employment Agreement is hereby amended to add the following two sentences at the end of such Section to read as follows:

“With respect to other Sections of this Agreement, termination “Without Cause” shall also mean a termination of the Employee’s employment with the Corporation following notice by the Corporation to the Employee to not renew this Agreement pursuant to Section 2. In such case, in the absence of the Employee’s prior termination of this Agreement for Good Reason pursuant to Section 8.5, the effective date of such termination shall be the expiration of the Term.”

2. Section 8.5 of the Employment Agreement is hereby amended by deleting clause (v) in the definition of “Good Reason” and replacing same with the following:

“(v) the failure of the Corporation to obtain the agreement, in a form reasonably satisfactory to Employee, from any successor to the Corporation to assume and agree to perform this Agreement or (vi) notice by the Corporation to the Employee to not renew this Agreement pursuant to Section 2.”

3. Except as expressly amended by this Amendment, the Employment Agreement remains in full force and effect. Capitalized terms used herein shall have the same meaning as in the Employment Agreement unless otherwise defined herein. This Amendment shall be governed and construed and enforced in accordance with the local laws of the State of New York applicable to agreements made and to be performed entirely in New York.

4. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ACURA PHARMACEUTICALS, INC.

By: /s/ Andrew D. Reddick

Name: Andrew D. Reddick

Title: President and
Chief Executive Officer

EMPLOYEE

By: /s/ Peter A. Clemens

Peter A. Clemens