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

FORM 10-Q

[Mark One]

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended June 30, 2011

OR

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File No. 001-33057

CATALYST PHARMACEUTICAL PARTNERS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**76-0837053**
(State or other jurisdiction of incorporation or organization)	**(IRS Employer Identification No.)**
355 Alhambra Circle Suite 1370 Coral Gables, Florida	**33134**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (305) 529-2522

Indicate by checkmark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such report(s), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "accelerated filer, large accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (Check one):

Large Accelerated Filer	☐	Accelerated Filer	☐
Non-Accelerated Filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: 21,654,680 shares of common stock, $0.001 par value per share, were outstanding as of August 12, 2011.

CATALYST PHARMACEUTICAL PARTNERS, INC.

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PART I. FINANCIAL INFORMATION

PART II. OTHER INFORMATION

CATALYST PHARMACEUTICAL PARTNERS, INC.
(a development stage company)

CONDENSED BALANCE SHEETS

	June 30, 2011 (unaudited)	December 31, 2010
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 3,406,091	$ 5,475,158
Certificate of deposit	2,001,688	—
Government grant receivable	—	134,025
Prepaid expenses	166,066	166,221
Total current assets	5,573,845	5,775,404
Property and equipment, net	25,733	45,573
Deposits	10,511	10,511
Total assets	$ 5,610,089	$ 5,831,488
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Accounts payable	$ 478,011	$ 105,933
Accrued expenses and other liabilities	178,125	193,028
Total current liabilities	656,136	298,961
Accrued expenses and other liabilities, non-current	—	14,748
Total liabilities	656,136	313,709
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.001 par value, 5,000,000 shares authorized: none issued and outstanding	—	—
Common stock, $0.001 par value, 100,000,000 shares authorized; 21,654,680 shares and 19,394,737 shares issued and outstanding at June 30, 2011 and December 31, 2010, respectively	21,655	19,395
Additional paid-in capital	39,555,140	37,209,939
Deficit accumulated during the development stage	(34,622,842)	(31,711,555)
Total stockholders' equity	4,953,953	5,517,779
Total liabilities and stockholders' equity	$ 5,610,089	$ 5,831,488

The accompanying notes are an integral part of these condensed financial statements.

CATALYST PHARMACEUTICAL PARTNERS, INC.
(a development stage company)

CONDENSED STATEMENTS OF OPERATIONS (unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,		Cumulative Period from January 4, 2002 (date of inception) to June 30,
	2011	2010	2011	2010	2011
Revenues - government grant	$ —	$ —	$ —	$ —	$ 488,958
Operating costs and expenses:					
Research and development	905,635	797,935	1,809,588	1,237,522	24,069,331
General and administrative	491,828	535,197	1,107,125	1,146,022	12,514,699
Total operating costs and expenses	1,397,463	1,333,132	2,916,713	2,383,544	36,584,030
Loss from operations	(1,397,463)	(1,333,132)	(2,916,713)	(2,383,544)	(36,095,072)
Interest income	3,312	4,591	5,426	9,960	1,472,230
Loss before income taxes	(1,394,151)	(1,328,541)	(2,911,287)	(2,373,584)	(34,622,842)
Provision for income taxes	—	—	—	—	—
Net loss	$ (1,394,151)	$ (1,328,541)	$ (2,911,287)	$ (2,373,584)	$ (34,622,842)
Loss per share – basic and diluted	$ (0.06)	$ (0.07)	$ (0.14)	$ (0.13)	
Weighted average shares outstanding – basic and diluted	21,654,680	18,043,385	20,793,155	18,043,385	

The accompanying notes are an integral part of these condensed financial statements.

CATALYST PHARMACEUTICAL PARTNERS, INC.
(a development stage company)

CONDENSED STATEMENT OF STOCKHOLDERS' EQUITY (unaudited)
For the six months ended June 30, 2011

	Preferred Stock	Common Stock	Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Total
Balance at December 31, 2010	$ —	$19,395	$37,209,939	$(31,711,555)	$ 5,517,779
Issuance of stock options for services	—	—	118,827	—	118,827
Issuance of common stock, net	—	2,260	2,226,374	—	2,228,634
Net loss	—	—	—	(2,911,287)	(2,911,287)
Balance at June 30, 2011	$ —	$21,655	$39,555,140	$(34,622,842)	$ 4,953,953

The accompanying notes are an integral part of these condensed financial statements.

CATALYST PHARMACEUTICAL PARTNERS, INC.
(a development stage company)

CONDENSED STATEMENTS OF CASH FLOWS (unaudited)

	For the Six Months Ended June 30,		Cumulative Period from January 4, 2002 (date of inception) through June 30, 2011
	2011	2010	
Operating Activities:			
Net loss	$(2,911,287)	$(2,373,584)	$ (34,622,842)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	27,468	13,080	138,622
Stock-based compensation	118,827	168,135	5,324,253
Change in assets and liabilities:			
Decrease in government grant receivable	134,025	—	—
Decrease (increase) in prepaid expenses and deposits	155	(128,581)	(176,577)
Increase in accounts payable	372,078	2,334	478,011
Increase (decrease) in accrued expenses and other liabilities	(35,479)	147,707	114,773
Net cash used in operating activities	(2,294,213)	(2,170,909)	(28,743,760)
Investing Activities:			
Capital expenditures	(1,800)	—	(101,006)
Purchase of certificate of deposit	(2,001,688)	—	(2,001,688)
Net cash used in investing activities	(2,003,488)	—	(2,102,694)
Financing Activities:			
Proceeds from issuance of common stock, net	2,228,634	—	30,260,358
Proceeds from issuance of preferred stock, net	—	—	3,895,597
Payment of employee withholding tax related to RSUs	—	—	(3,410)
Net cash provided by financing activities	2,228,634	—	34,152,545
Net (decrease) increase in cash	(2,069,067)	(2,170,909)	3,306,091
Cash and cash equivalents at beginning of period	5,475,158	7,779,277	100,000
Cash and cash equivalents at end of period	$ 3,406,091	$ 5,608,368	$ 3,406,091
Supplemental disclosure of non-cash operating activity:			
Non-cash incentive received from lessor	$ —	$ —	$ 52,320

The accompanying notes are an integral part of these condensed financial statements.

CATALYST PHARMACEUTICAL PARTNERS, INC.
(a development stage company)

NOTES TO UNAUDITED CONDENSED FINANCIAL STATEMENTS

1. Organization and Description of Business.

Catalyst Pharmaceutical Partners, Inc. (the Company) is a development-stage biopharmaceutical company focused on the development and commercialization of prescription drugs targeting diseases of the central nervous system with a focus on the treatment of addiction and epilepsy. The Company was incorporated in Delaware in July 2006. It is the successor by merger to Catalyst Pharmaceutical Partners, Inc., a Florida corporation, which commenced operations in January 2002.

The Company has incurred operating losses in each period from inception through June 30, 2011. The Company has been able to fund its cash needs to date through an initial funding from its founders, four private placements, an initial public offering (IPO), a government grant and four registered direct offerings via shelf registrations to institutional investors. See Note 8.

Capital Resources

The Company is currently involved in the following product development activities: (i) the Company is in the process of completing the non-clinical studies that it believes will be required in order for the Company to file an investigational new drug application (IND) for CPP-115 (which the Company expects to file during the third quarter of 2011); (ii) the Company intends to commence an initial Phase I clinical trial evaluating the safety of CPP-115 in humans during the fourth quarter of 2011, and (iii) the Company is jointly conducting with the National Institute on Drug Abuse (NIDA) and the Veteran's Administration Cooperative Studies Program (VA) a U.S. Phase II(b) clinical trial of CPP-109 (and, based on current information, the Company expects to obtain top line results from this trial during the fourth quarter of 2012).

Based on currently available information with respect to the anticipated costs of its clinical trials, the Company believes that it will require additional funding of approximately $1.2 million before the end of the first half of 2012 in order to fund these projects and in order to have sufficient working capital to support its operations through the receipt of data from the above-described clinical trials. While the Company expects to be able to raise the required additional funding, there can be no assurance that it will be able to do so, and the failure to raise such funds could have a material adverse effect on the Company's product development efforts.

Further, the Company will need further additional funding to complete any other non-clinical studies or clinical studies and trials that may be required to submit NDAs for and commercialize CPP-109 and CPP-115 and to support the Company's operations beyond the end of the first half of 2012. There can be no assurance that the Company will ever be able to commercialize either of its product candidates.

The Company intends to raise the additional funds required through public or private equity offerings, debt financings, corporate or government collaborations, governmental research grants or other means. The Company may also seek to raise new capital to fund additional product development efforts, even if it has sufficient funds for its planned operations. Any sale by the Company of additional equity or convertible debt securities could result in dilution to the Company's current stockholders. There can be no assurance that any such required additional funding will be available to the Company at all or available on terms acceptable to the Company. Further, to the extent that the Company raises additional funds through collaborative arrangements, it may be necessary to relinquish some rights to the Company's technologies or grant sublicenses on terms that are not favorable to the Company. If the Company is not able to secure additional funding when needed, the Company may have to delay, reduce the scope of, or eliminate one or more research and development programs, which could have an adverse effect on the Company's business.

2. Basis of Presentation and Significant Accounting Policies.

a. **DEVELOPMENT STAGE COMPANY.** Since inception, the Company has devoted substantially all of its efforts to business planning, research and development, recruiting management and technical staff, acquiring operating assets and raising capital. Accordingly, the Company is considered to be in the development stage and the Company's financial statements are presented in accordance with U.S. generally accepted accounting principles applicable to a development stage company. The Company's primary focus is on the development and commercialization of its product candidates, CPP-109 and CPP-115.

2. Basis of Presentation and Significant Accounting Policies (continued).

b. INTERIM FINANCIAL STATEMENTS. The accompanying unaudited interim financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) for reporting of interim financial information. Pursuant to such rules and regulations, certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the U.S. have been condensed or omitted.

In the opinion of management, the accompanying unaudited interim financial statements of the Company contain all adjustments (consisting of only normal recurring adjustments) necessary to present fairly the financial position of the Company as of the dates and for the periods presented. Accordingly, these statements should be read in conjunction with the financial statements and notes thereto for the year ended December 31, 2010 included in the 2010 Annual Report on Form 10-K filed by the Company with the SEC. The results of operations for the three and six months ended June 30, 2011 are not necessarily indicative of the results to be expected for any future period or for the full 2011 fiscal year.

c. USE OF ESTIMATES. The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

d. COMPREHENSIVE INCOME (LOSS). U.S. generally accepted accounting principles require that all components of comprehensive income (loss) be reported in the financial statements in the period in which they are recognized. Comprehensive income (loss) is net income (loss), plus certain other items that are recorded directly into stockholders' equity. The Company has reported comprehensive income (loss) in the statement of stockholders' equity as net income (loss).

e. NET LOSS PER SHARE. Basic net loss per share is computed by dividing net loss for the period by the weighted average number of common shares outstanding during the period. The calculation of basic and diluted net loss per share is the same for all periods presented, as the effect of potential common stock equivalents is anti-dilutive due to our net loss position for all periods presented. Anti-dilutive securities, which consist of stock options to purchase shares of common stock at exercise prices ranging from $0.62 to $6.00, that were not included in diluted net loss per common share were 3,118,108 and 2,670,619, respectively, at June 30, 2011 and 2010.

f. CASH AND CASH EQUIVALENTS. The Company considers all highly liquid instruments, including U.S. Treasury bills, purchased with an original maturity of three months or less to be cash equivalents. The Company has substantially all of its cash and cash equivalents deposited with one financial institution. The Company had cash balances at certain financial institutions in excess of federally insured limits throughout the period.

g. CERTIFICATE OF DEPOSIT. The certificate of deposit was issued by a banking institution and is recorded at cost plus accrued interest. The original maturity was greater than three months but did not exceed one year. Interest income is recorded in the statement of operations as it is earned. Carrying value at June 30, 2011 approximates fair value.

h. PREPAID EXPENSES. Prepaid expenses consist primarily of prepaid insurance and advances for the Company's product development and research activities, including drug manufacturing, contracts for non-clinical studies, clinical trials, regulatory affairs and consulting. Such advances are recorded as expense as the related goods are received or the related services are performed.

i. FAIR VALUE OF FINANCIAL INSTRUMENTS. The Company's financial instruments consist of cash and cash equivalents, certificate of deposit, government grant receivable, accounts payables and accrued expenses and other liabilities. At June 30, 2011 and December 31, 2010, the fair value of these instruments approximated their carrying value.

2. Basis of Presentation and Significant Accounting Policies (continued).

j. STOCK COMPENSATION PLANS. The Company recognizes expense in the statement of operations for the fair value of all share-based payments including grants of stock options and other share-based awards. For stock options, the Company uses the Black-Scholes option valuation model and the single-option award approach and straight-line attribution method. This model derives the fair value of stock options based on certain assumptions related to expected stock price volatility, expected option life, risk-free interest rate and dividend yield. The 2011 expected volatility assumption is based on reviews of the historical volatility of our common stock. For 2010 and prior, our expected volatility assumption was based on the historical volatility of other publicly traded companies in the same industry, as our common stock did not have sufficient trading history. The Company amortizes compensation cost on a straight-line basis over the vesting period of each respective stock option, generally three to five years. The Company estimates forfeitures and adjusts this estimate periodically based on actual forfeitures.

As of June 30, 2011, there were outstanding stock options to purchase 3,118,108 shares of common stock, of which stock options to purchase 2,666,441 shares of common stock were exercisable as of June 30, 2011.

For the three and six month periods ended June 30, 2011 and 2010, the Company recorded stock-based compensation expense as follows:

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Research and development	$ 18,671	$ 61,963	$ 37,137	$ 122,431
General and administrative	46,405	23,825	81,690	45,704
Total stock-based compensation	$ 65,076	$ 85,788	$ 118,827	$ 168,135

k. RECLASSIFICATIONS. Certain prior period amounts in the financial statements have been reclassified to conform to the current period presentation.

3. Prepaid Expenses.

Prepaid expenses consist of the following:

	June 30, 2011	December 31, 2010
Prepaid insurance	$ 122,674	$ 71,215
Prepaid offering costs	—	42,369
Prepaid research fees	12,906	38,719
Prepaid rent	6,135	3,251
Other	24,351	10,667
Total prepaid expenses	$ 166,066	$ 166,221

4. Property and Equipment.

Property and equipment, net consists of the following:

	June 30, 2011	December 31, 2010
Computer equipment	$ 34,175	$ 32,376
Furniture and equipment	44,803	44,175
Leasehold improvements	80,176	80,176
	159,154	156,727
Less: Accumulated depreciation	(133,421)	(111,154)
Total property and equipment, net	$ 25,733	$ 45,573

4. Property and Equipment (continued).

Depreciation expense was $21,030 and $6,329 and $27,468 and $13,080, respectively, for the three and six month periods ended June 30, 2011 and 2010. During June 2011, in connection with the renewal of the corporate offices lease, the Company entered into the first amendment to the lease. The amendment extends the original lease term for five years, and relocates the Company into another space within the same building. We expect the relocation to occur during the fourth quarter of 2011. The Company has revised the amortization of the leasehold improvements for the current offices in connection with the first lease amendment.

5. Accrued Expenses and Other Liabilities.

Accrued expenses and other liabilities consist of the following:

	June 30, 2011	December 31, 2010
Accrued non-clinical and clinical trial expenses	$ 12,253	$ 35,678
Deferred rent and lease incentive	12,475	14,853
Accrued license fees	56,968	50,186
Accrued compensation and benefits	55,766	614
Accrued professional fees	34,000	87,212
Other	6,663	4,485
Current accrued expenses and other liabilities	178,125	193,028
Deferred rent and lease incentive- non-current	—	14,748
Non-current accrued expenses and other liabilities	—	14,748
Total accrued expenses and other liabilities	$ 178,125	$ 207,776

6. Commitments.

a. **LICENSE AGREEMENT WITH BROOKHAVEN.** The Company has entered into a license agreement with Brookhaven Science Associates, LLC, as operator of Brookhaven National Laboratory under contract with the United States Department of Energy (Brookhaven), whereby the Company has obtained an exclusive license for several patents and patent applications in the U.S. and outside the U.S. relating to the use of vigabatrin as a treatment for cocaine, other addictions and obsessive-compulsive disorders. This license agreement runs concurrently with the term of the last to expire of the licensed patents, the last of which currently expires in 2023. The Company paid a fee to obtain the license of $50,000. Under the license agreement, the Company has agreed to pay Brookhaven a fee of $100,000 in the year of new drug application (NDA) approval of CPP-109, $250,000 in each of the second and third years following approval and $500,000 per year thereafter until the license agreement expires. The Company is also obligated to reimburse Brookhaven for certain of their patent related expenses. The Company believes that as of June 30, 2011 and December 31, 2010, it had a contingent liability of approximately $166,000, related to this obligation. Of these costs, approximately $69,000 will become payable in six equal monthly installments at the time the Company submits an NDA to the U.S. Food and Drug Administration (FDA), and the remaining $97,000 will be due commencing within 60 days of obtaining FDA regulatory approval to sell any product. The Company also has the right to enter into sub-license agreements, and if it does, a royalty of 20% of any sub-license fees will be payable to Brookhaven.

6. Commitments (continued).

Brookhaven has formally advised the Company that they believe that the amount potentially due from the Company to Brookhaven for reimbursement of patent related expenses is approximately $1.3 million. The Company has advised Brookhaven that it disputes their determination of patent-related expenses due under the license agreement. There can be no assurance as to the outcome of this matter. In any event, no patent-related expenses are due to Brookhaven under the license agreement until the submission by the Company of an NDA for CPP-109. As the Company has not yet filed an NDA for CPP-109, no amounts relating to this matter are accrued in the accompanying June 30, 2011 and December 31, 2010 condensed balance sheets.

b. **LICENSE AGREEMENT WITH NORTHWESTERN UNIVERSITY**. On August 27, 2009, the Company entered into a license agreement with Northwestern University (Northwestern), under which it acquired worldwide rights to commercialize new GABA aminotransferase inhibitors and derivatives of vigabatrin which have been discovered by Northwestern. Under the terms of the license agreement, Northwestern granted the Company an exclusive worldwide license to certain composition of matter patents related to the new class of inhibitors and a patent application relating to derivatives of vigabatrin. The Company has identified and designated the lead compound under this license as CPP-115.

Under the Northwestern license agreement, the Company will be responsible for continued research and development of any resulting product candidates. As of June 30, 2011, the Company has paid $64,654 in connection with the license and has accrued license fees of $56,968 in the accompanying June 30, 2011 condensed balance sheet for expenses, maintenance fees and milestones. In addition, the Company is obligated to pay certain milestone payments in future years relating to clinical development activities with respect to CPP-115, and royalties on any products resulting from the license agreement. The first such milestone payment of $50,000 is due on the earlier of filing of an IND or August 27, 2012.

c. **AGREEMENT WITH NIDA.** On April 13, 2010, the Company signed a definitive Clinical Trial Agreement (CTA) with the National Institute on Drug Abuse (NIDA) to jointly conduct a U.S. Phase II(b) clinical trial evaluating CPP-109 for the treatment of cocaine addiction (the Phase II(b) Trial). As part of the CTA, NIDA, under their agreement with the Veteran's Administration Cooperative Studies Program (VA), has agreed to provide substantial resources towards the completion of the Phase II(b) Trial. It is anticipated that this double-blind, placebo-controlled trial, which is being conducted at 11 leading addiction research facilities across the United States, will recruit approximately 200 subjects. The Phase II(b) Trial, which is being overseen by the VA, was initiated in November 2010, and the Company expects to have top-line data from the Phase II(b) Trial in the fourth quarter of 2012. The Phase II(b) Trial is designed to confirm the safety and efficacy of CPP-109 for the treatment of cocaine addiction and if successful, the Company believes that it will qualify to be one of the adequate and well controlled trials required to support approval of an NDA for CPP-109.

At present, the Company estimates that it will pay approximately $917,000 in connection with contracts relating to this agreement. As of June 30, 2011, the Company had paid approximately $559,000 of this amount and had prepaid expenses of approximately $13,000 and accounts payable of approximately $165,000 in the accompanying condensed balance sheet as of June 30, 2011 in connection with this agreement.

d. **AGREEMENTS FOR DRUG DEVELOPMENT, NON-CLINICAL AND CLINICAL STUDIES.** The Company has contracted with various consultants, drug manufacturers, and other vendors to assist in drug development work, clinical and non-clinical studies, data analysis and the preparation of material necessary for the filing of NDAs with the FDA. The contracts are cancelable at any time, but obligate the Company to reimburse the providers for any costs incurred through the date of termination. At present, the Company estimates that it will pay approximately $1.3 million of costs due under these agreements. As of June 30, 2011, the Company had paid approximately $813,000 of this amount. In addition, the Company had accounts payable of approximately $289,000 and accrued expenses of approximately $12,000 in the accompanying condensed balance sheet as of June 30, 2011 in connection with these contracts.

7. Income Taxes.

The Company is subject to income taxes in the U.S. federal jurisdiction and various states jurisdictions. Tax regulations within each jurisdiction are subject to the interpretation of the related tax laws and regulations and require significant judgment to apply. The Company is not subject to U.S. federal, state and local tax examinations by tax authorities for the years before 2008. If the Company were to subsequently record an unrecognized tax benefit, associated penalties and tax related interest expense would be reported as a component of income tax expense.

8. Stockholders' Equity.

On June 2, 2008, the Company filed a shelf registration statement on Form S-3 (2008 Shelf Registration Statement) with the SEC to sell up to $30 million of common stock. This shelf registration was declared effective by the SEC on June 26, 2008. In September 2008, the Company sold 1,488,332 shares of its common stock at $3.00 per share pursuant to its 2008 Shelf Registration Statement and received gross proceeds of approximately $4.5 million before commissions and incurred expenses of approximately $377,000. In October 2009, the Company sold an additional 3,973,000 shares of its common stock under its 2008 Shelf Registration Statement at a price of $1.00 per share and received gross proceeds of approximately $4.0 million before commissions and incurred expenses of approximately $275,000. In August 2010, the Company sold an additional 1,351,352 shares of its common stock under its 2008 Shelf Registration Statement at a price of $1.11 per share to an institutional investor and received gross proceeds of approximately $1.5 million before commissions and incurred expenses of approximately $44,000.

On December 3, 2010, the Company filed a new shelf registration statement on Form S-3 (2010 Shelf Registration Statement) with the SEC to sell up to $30 million of common stock and common stock purchase warrants. This registration statement was declared effective by the SEC on December 15, 2010. During March 2011, the Company sold 2,259,943 shares of its common stock under its 2010 Shelf Registration Statement at a price of $1.12 per share and received gross proceeds of approximately $2.5 million before underwriting commission and other expenses totaling approximately $300,000.

9. Stock Compensation.

Stock Options

No stock options were granted during the three or six month periods ended June 30, 2011 and 2010. The Company recorded stock-based compensation related to stock options totaling $65,076 and $118,827 during the three and six month periods ended June 30, 2011 and $85,788 and $168,135 during the three and six month ended June 30, 2010, respectively. No options vested during the three and six month periods ended June 30, 2011. The total fair value of vested stock options during the three and six month periods ended June 30, 2010 was $6,103 and $9,483, respectively.

The calculated value of the stock options was determined using the Black-Scholes option-pricing model with the following assumptions:

	Three months ended June 30,		Six months ended June 30,	
	2011	2010	2011	2010
Risk free interest rate	0.96%	1.52 to 2.31%	0.96 to 1.55%	1.52 to 2.44%
Expected term	3 to 4 years	4 to 5 years	3 to 4 years	4 to 5 years
Expected volatility	130%	100%	130%	100%
Expected dividend yield	— %	— %	— %	— %
Expected forfeiture rate	— %	— %	— %	— %

9. Stock Compensation (continued).

As of June 30, 2011, there was approximately $148,000 of unrecognized compensation expense related to non-vested stock compensation awards granted under the 2006 Stock Incentive Plan (the Plan). The cost is expected to be recognized over a weighted average period of approximately 1.02 years.

10. Related Party Transactions.

Since its inception in 2002, the Company has entered into various consulting agreements with non-employee officers and with members of the Company's Scientific Advisory Board. During the three and six month periods ended June 30, 2011 and 2010, the Company paid approximately $32,000 and $20,000 and $53,000 and $39,000, respectively, in consulting fees to related parties.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This report and the information incorporated by reference into it include "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. We intend these forward-looking statements to be covered by the safe harbor provisions for forward-looking statements in these sections. All statements regarding our expected financial position and operating results, our business strategy, our product development efforts, including the anticipated timing of receipt of results from our clinical trials, our financing plans and trends relating to our business and industry are forward-looking statements. These statements can sometimes be identified by our use of forward-looking words such as "may," "will," "anticipate," "estimate," "expect," "intend" and similar expressions. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from the results, performance or achievements expressed or implied by our forward-looking statements. We cannot promise that our expectations described in such forward-looking statements will turn out to be correct. Factors that may impact such forward-looking statements include, among others, our ability to successfully complete clinical trials required for us to file new drug applications for CPP-109 and for CPP-115, our ability to complete such trials on a timely basis and within the budgets we establish for such trials, our ability to obtain the funding for such trials, our ability to protect our intellectual property, whether others develop and commercialize products competitive to our products, changes in the regulations affecting our business, our ability to attract and retain skilled employees, and changes in general economic conditions and interest rates. The risk factors section of our 2010 Annual Report on Form 10-K filed with the SEC describes the significant risks associated with our business. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Overview

We are a development-stage biopharmaceutical company focused on the development and commercialization of prescription drugs targeting diseases of the central nervous system with a focus on the treatment of addiction and epilepsy. We have two products in development. We are currently evaluating our lead drug candidate, CPP-109 (our version of vigabatrin, a GABA aminotransferase inhibitor) for the treatment of cocaine addiction. CPP-109 has been granted "Fast Track" status by the FDA for the treatment of cocaine addiction, which indicates that the FDA has recognized that CPP-109 is intended for the treatment of a serious or life-threatening condition for which there is no effective treatment and which demonstrates the potential to address unmet medical needs. We also hope to evaluate CPP-109 for the treatment of other addictions. Further, we are in the early stages of developing CPP-115, another GABA aminotransferase inhibitor that, based on our non-clinical studies to date, we believe is more potent than vigabatrin but may have reduced side effects (e.g., visual field defects, or VFDs) from those associated with vigabatrin. We are planning to develop CPP-115 for several indications, including drug addiction, epilepsy (initially infantile spasms) and other selected central nervous disease indications. We believe that we control all current intellectual property for drugs that have a mechanism of action related to inhibition of GABA aminotransferase.

The successful development of CPP-109, CPP-115 or any other product we may acquire, develop or license is highly uncertain. We cannot reasonably estimate or know the nature, timing, or estimated expenses of the efforts necessary to complete the development of, or the period in which material net cash inflows are expected to commence due to the numerous risks and uncertainties associated with developing such products, including the uncertainty of:

- the scope, rate of progress and expense of our non-clinical studies and clinical studies and trials, proof-of-concept studies, and our other product development activities;

- the results of our non-clinical studies and clinical studies and trials, and the number of clinical trials (and the scope of such trials) that will be required for us to seek and obtain approval of NDA's for CPP-109 and CPP-115; and
- the expense of filing, and potentially prosecuting, defending and enforcing any patent claims and other intellectual property rights.

We are currently involved in the following product development activities: (i) we are in the process of completing the non-clinical studies that we believe will be required in order for us to file an IND for CPP-115 (which we expect to file during the third quarter of 2011); (ii) we intend to commence an initial Phase I clinical trial evaluating the safety of CPP-115 in humans during the fourth quarter of 2011, and (iii) we are jointly conducting with NIDA and the VA a U.S. Phase II(b) clinical trial of CPP-109 (and, based on current information, we expect to obtain top line results from this trial during the fourth quarter of 2012).

Based on currently available information with respect to the anticipated costs of our current clinical trials, we believe that we will require additional funding of approximately $1.2 million before the end of the first half of 2012 in order to fund our current projects and in order to have sufficient working capital to support our operations through the receipt of data from the above-described clinical trials. While we expect to be able to raise the required additional funding, there can be no assurance that we will be able to do so, and the failure to raise such funds could have a material adverse effect on our product development efforts.

Further, we will need further additional funding to complete any other non-clinical studies or clinical studies and trials that may be required to submit NDAs for and commercialize CPP-109 and CPP-115 and to support our operations beyond the end of the first half of 2012. There can be no assurance that we will ever be able to commercialize either of our product candidates.

Recent Developments

CPP-109

During the fourth quarter of 2010, we initiated a randomized, double-blind, placebo-controlled U.S. Phase II(b) clinical trial in conjunction with NIDA and VA evaluating the use of CPP-109 in treating patients with cocaine addiction. The trial is expected to enroll approximately 200 cocaine addicted patients at 11 addiction treatment centers and clinical research centers with expertise in conducting addiction trials in the United States. We began enrolling patients in this trial in the first quarter of 2011. Based on currently available information, we expect to fully enroll this trial by the end of the fourth quarter of 2011 or early in the first quarter of 2012, and to have initial top-line results from this trial during the fourth quarter of 2012. However, the timing of the receipt of the data from our trial will ultimately depend on the timing of patient enrollment into our trial, which cannot be predicted with absolute certainty. Additional information about this trial can be found at www.clinicaltrials.gov.

Generally, the process of seeking approval of an NDA requires multiple clinical trials, including two "pivotal" U.S. Phase III clinical trials. In our case, because CPP-109 is intended to treat a serious condition for which there is no approved therapy, if the data from the Phase II(b) Trial is sufficiently compelling, we may seek to file an NDA with the FDA on the basis of this trial. However, it is highly likely that the FDA will require at least one Phase III clinical trial of CPP-109 or one or more alternative studies to be successfully completed before they will accept as complete an NDA for CPP-109, even if the data from our currently ongoing Phase II(b) clinical trial are compelling. Further, it is unlikely in any case that we will submit an NDA for CPP-109 for at least two years. There can be no assurance that the data from our ongoing Phase II(b) Trial will be sufficiently compelling or that even if such data are sufficiently compelling, that the FDA will allow us to file an NDA based on the results of that trial.

CPP-115

We expect to file an IND for CPP-115 before the end of the third quarter of 2011 and to initiate a Phase I clinical study to evaluate the safety of CPP-115 in humans during the fourth quarter of 2011.

Strategic Partner Initiatives

We continue to seek potential strategic partners interested in working with us on the development of CPP-109 and CPP-115. No agreements have been entered into to date.

Basis of presentation

Revenues

We are a development stage company and have had no revenues from product sales to date. We will not have revenues from product sales until such time as we receive approval of CPP-109 or CPP-115, successfully commercialize our products or enter into a licensing agreement which may include up-front licensing fees, of which there can be no assurance. Government grant revenue represents a cash grant awarded in 2010 under the Qualifying Therapeutic Discovery Projects Program (section 48D of the Internal Revenue Code), all of which was recorded in the fourth quarter of 2010.

Research and development expenses

Our research and development expenses consist of costs incurred for Company-sponsored research and development activities. The major components of research and development costs include non-clinical study costs, clinical manufacturing costs, clinical study and trial expenses, insurance coverage for clinical trials, consulting, scientific advisors and other third-party costs, salaries and employee benefits, stock-based compensation expense, supplies and materials and allocations of various overhead costs related to our product development efforts. To date, all of our research and development resources have been devoted to the development of CPP-109 and CPP-115, and we expect this to continue for the foreseeable future. Costs incurred in connection with research and development activities are expensed as incurred.

Our cost accruals for non-clinical studies, clinical studies and clinical trials are based on estimates of the services received and efforts expended pursuant to contracts with numerous clinical trial sites and clinical and non-clinical research organizations. In the normal course of business, we contract with third parties to perform various non-clinical studies, clinical studies and clinical trial activities in the on-going development of potential products. The financial terms of these agreements are subject to negotiation and vary from contract to contract and may result in uneven payment flows. Payments under the contracts depend on factors such as the achievement of certain events, the successful enrollment of subjects, and the completion of portions of the non-clinical study, clinical study or clinical trial or similar conditions. The objective of our accrual policy is to match the recording of expenses in our financial statements to the actual services received and efforts expended. As such, expense accruals related to non-clinical studies and clinical studies and trials are recognized based on our estimate of the degree of completion of the event or events specified in the specific non-clinical study, clinical study or clinical trial contract. We monitor service provider activities to the extent possible; however, if we underestimate activity levels associated with various studies at a given point in time, we could be required to record significant additional research and development expenses in future periods. Non-clinical study and clinical study and trial activities require significant up front expenditures. We anticipate paying significant portions of a study or trial's cost before such begins, and incurring additional expenditures as the study or trial progresses and reaches certain milestones.

Selling and marketing expenses

We do not currently have any selling or marketing expenses, as we have not yet received NDA approval for the commercialization of CPP-109 or CPP-115. We expect to have a sales force in place to commence our selling efforts immediately upon receiving approval of such NDAs, of which there can be no assurance.

General and administrative expenses

General and administrative expenses include among other expenses, management salaries and benefits, office expenses, regulatory fees, legal, accounting, information technology and consulting fees and travel expenses for certain employees, consultants, directors and members of our Scientific Advisory Board.

Stock-based compensation

We recognize expense for the fair value of all stock-based awards to employees, directors, scientific advisors and consultants in accordance with U.S. generally accepted accounting principles. For stock options we use the Black-Scholes option valuation model in calculating the fair value of these awards, and recognize stock-based compensation expense ratably over the vesting period.

Income taxes

We have incurred operating losses since inception. Our net deferred tax asset has a 100% valuation allowance as of June 30, 2011 and December 31, 2010, as we believe it is more likely than not that the deferred tax asset will not be realized. If an ownership change, as defined under Internal Revenue Code Section 382, occurs, the use of any of our carry-forward tax losses may be subject to limitation.

As required by ASC 740, *Income Taxes*, we recognize the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely sustain the position following the audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make judgments, estimates, and assumptions that affect the reported amounts of assets, liabilities, revenues, expenses and disclosures of contingent assets and liabilities. For a full discussion of our accounting policies please refer Note 2 to the Financial Statements included in our 2010 Annual Report on Form 10-K filed with the SEC. Our most critical accounting policies and estimates include: accounting for development stage, research and development expenses and stock based compensation, measurement of fair value, income taxes and reserves. We continually evaluate our judgments, estimates and assumptions. We base our estimates on the terms of underlying agreements, our expected course of development, historical experience and other factors we believe are reasonable based on the circumstances, the results of which form our management's basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates. There have been no material changes to our critical accounting policies and estimates from the information provided in Part II, Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations* included in our 2010 Annual Report on Form 10-K.

Results of Operations

Revenues. We had no revenues for the three and six month periods ended June 30, 2011 and 2010.

Research and Development Expenses. Research and development expenses for the three and six months periods ended June 30, 2011 and 2010 were $905,635 and $797,935 and $1,809,588 and $1,237,522, respectively, including stock-based compensation expense in each of the three and six months periods of $18,671 and $61,963 and $37,137 and $122,431 respectively. Research and development expenses, in the aggregate, represented approximately 65% and 60% and 62% and 52% of total operating costs and expenses, respectively, for the three and six month periods ended June 30, 2011 and 2010. The stock-based compensation is non-cash and relates to the expense of stock options awards to certain employees, officers and scientific advisors. Expenses for research and development for the six month period ended June 30, 2011 increased compared to amounts expended in the same period in 2010 as we continued to conduct the non-clinical studies for CPP-115 and our NIDA/VA Phase II(b) clinical trial evaluating CPP-109 for use in the treatment of cocaine addiction initiated during the fourth quarter of 2010.

We expect that costs related to research and development activities will continue to be substantial in 2011 as we continue to conduct non-clinical studies for CPP-115, as we commence a Phase I human safety study of CPP-115 and as we continue to conduct the NIDA/VA U.S. Phase II(b) clinical trial evaluating CPP-109 for use in the treatment for cocaine addiction.

Selling and Marketing Expenses. We had no selling and marketing expenses during the three and six month periods ended June 30, 2011 and 2010, as we have not yet received approval for the commercialization of CPP-109 or CPP-115. We expect we will begin to incur such costs upon our filing of an NDA, so that we can have a sales force in place to commence our selling efforts immediately upon receiving approval of such NDA, of which there can be no assurance.

General and Administrative Expenses. General and administrative expenses for the three and six months ended June 30, 2011 and 2010 were $491,828 and $535,197 and $1,107,125 and $1,146,022, respectively, including stock-based compensation expense in each of the three and six month periods of $46,405 and $23,825 and $81,690 and $45,704, respectively. General and administrative expenses represented 35% and 40% and 38% and 48%, respectively, of total operating costs and expenses for the three and six months ended June 30, 2011 and 2010. General and administrative expenses for the six months ended June 30, 2011 were comparable to those of the same period in 2010.

Stock-Based Compensation. Total stock based compensation for the three and six months ended June 30, 2011 and 2010 was $65,076 and $85,788 and $118,827 and $168,135, respectively. The reduction in expense from the comparable period in 2010 is primarily due to previously granted awards to employees which completely vested during 2010.

Interest Income. We reported interest income in all periods relating to our investment of funds received from our private placements, IPO and registered direct offerings. The decrease in interest income in the three and six month periods ended June 30, 2011 when compared to the same periods in 2010 is due to lower interest rates and lower investment amounts as we use the proceeds from offerings to fund our operations. All such funds were invested in bank savings accounts, money market funds, short term interest-bearing obligations, certificates of deposit and direct or guaranteed obligations of the United States government.

Income taxes. We have incurred net operating losses since inception. For the three and six month periods ended June 30, 2011 and 2010, we have applied a 100% valuation allowance against our deferred tax asset as we believe that it is more likely than not that the deferred tax asset will not be realized.

Liquidity and Capital Resources

Since our inception, we have financed our operations primarily through the net proceeds of private placements, an IPO and four registered direct offerings under our shelf registration statements. At June 30, 2011, we had cash and cash equivalents and a short term certificate of deposit aggregating $5.4 million and working capital of $4.9 million. At December 31, 2010, we had cash and cash equivalents of $5.5 million and working capital of $5.5 million. At June 30, 2011, substantially all of our cash and cash equivalents and our certificate of deposit were deposited with one financial institution, and such balances were in excess of federally insured limits throughout the quarter.

We have to date incurred operating losses, and we expect these losses to continue into the future as we seek to conduct the clinical trials and non-clinical studies that will be required before we can commercialize CPP-109 and CPP-115. We anticipate using current cash on hand to finance these activities. It will likely take several years to obtain the necessary regulatory approvals to commercialize CPP-109 and CPP-115 in the United States.

Our future funding requirements will depend on many factors, including:

- the scope, rate of progress and cost of our clinical trials and other product development activities;
- the results of our non-clinical studies and clinical trials;
- the terms and timing of any collaborative, licensing and other arrangements that we may establish;
- the cost and timing of regulatory approvals;

- the cost and delays in product development as a result of any changes in regulatory oversight applicable to our products;
- the cost and timing of establishing sales, marketing and distribution capabilities;
- the effect of competition and market developments;
- the cost of filing, and potentially prosecuting, defending and enforcing any patent claims and other intellectual property rights; and
- the extent to which we acquire or invest in other products.

We are currently involved in the following product development activities: (i) we are in the process of completing the non-clinical studies that we believe will be required in order for us to file an IND for CPP-115 (which we expect to file during the third quarter of 2011); (ii) we intend to commence an initial Phase I clinical trial evaluating the safety of CPP-115 in humans during the fourth quarter of 2011, and (iii) we are jointly conducting with NIDA and the VA a U.S. Phase II(b) clinical trial of CPP-109 (and, based on current information, we expect to obtain top line results from this trial during the fourth quarter of 2012).

Based on currently available information with respect to the anticipated costs of our current clinical trials, we believe that we will require additional funding of approximately $1.2 million before the end of the first half of 2012 in order to fund our current projects and in order to have sufficient working capital to support our operations through the receipt of data from the above-described clinical trials. While we expect to be able to raise the required additional funding, there can be no assurance that we will be able to do so, and the failure to raise such funds could have a material adverse effect on our product development efforts.

Further, we will need further additional funding to complete any other non-clinical studies or clinical studies and trials that may be required to submit NDAs for and commercialize CPP-109 and CPP-115 and to support our operations beyond the end of the first half of 2012. There can be no assurance that we will ever be able to commercialize either of our product candidates.

We expect to raise the required additional funds through public or private equity offerings, corporate or governmental collaborations or other means. We also intend to seek additional governmental grants for a portion of the required funding for our non-clinical studies and clinical studies and trials. We may also seek to raise new capital to fund additional product development efforts, even if we have sufficient funds for our planned operations. Any sale by us of additional equity or convertible debt securities could result in dilution to our stockholders. There can be no assurance that any such required additional funding will be available to us at all or available on terms acceptable to us. Further, to the extent that we raise additional funds through collaborative arrangements, it may be necessary to relinquish some rights to our technologies or grant sublicenses on terms that are not favorable to us. If we are not able to secure additional funding when needed, we may have to delay, reduce the scope of or eliminate one or more research and development programs, which could have an adverse effect on our business.

Cash Flows

Net cash used in operating activities was $2,294,213 and $2,170,909, respectively, for the six month periods ended June 30, 2011 and 2010. During the six months ended June 30, 2011, net cash used in operating activities was primarily attributable to our net loss of $2,911,287 and a decrease of $35,479 in accrued expenses and other liabilities. This was offset in part by $146,295 of non-cash expenses, a decrease of $134,025 in government grant receivable and an increase of $372,078 in accounts payable. During the six months ended June 30, 2010, net cash used in operating activities was primarily attributable to our net loss of $2,373,584 and an increase of $128,581 in prepaid expenses and deposits. This was offset in part by $181,215 of non-cash expenses, and increases of $147,707 in accrued expenses and other liabilities, and $2,334 in accounts payable. Non-cash expenses include depreciation and stock-based compensation expense.

Net cash used in investing activities was $2,003,488 during the six month period ended June 30, 2011, consisting of $2,001,688 to purchase a certificate of deposit and $1,800 for the purchase of computer equipment. No cash was provided by (used in) investing activities during the six month ended June 30, 2010.

Net cash provided by financing activities was $2,228,634 during the six month period ended June 30, 2011, consisting of the net proceeds from the sale of shares of common stock pursuant to our 2010 shelf registration statement. No cash was provided by (used in) financing activities during the six month period ended June 30, 2010.

Contractual Obligations

We have entered into the following contractual arrangements:

- *Payment to Brookhaven under our license agreement*. We have agreed to pay Brookhaven a fee of $100,000 in the year of NDA approval for CPP-109, $250,000 in each of the second and third years following approval, and $500,000 per year thereafter until the license agreement expires. We are also obligated to reimburse Brookhaven upon the filing of an NDA for CPP-109 and upon obtaining FDA regulatory approval to sell any licensed products for certain of their patent-related expenses. We believe that such obligation is approximately $166,000 at June 30, 2011 and December 31, 2010. See "Dispute with Brookhaven" below.
- *Payment to Northwestern University under our license agreement*. We have agreed to pay Northwestern an upfront fee of $35,000, reimbursement of approximately $33,000 in expenses, and certain milestone payments in future years relating to clinical development activities with respect to CPP-115 or payable upon passage of time, and royalties on any products resulting from the license agreement. At June 30, 2011, we had paid $64,654 of these amounts and had accrued license fees of $56,968 in the accompanying condensed balance sheet.
- *Payments under our agreement with NIDA*. We have agreed to supply the study drug (and matching placebo) as well as fund certain expenses for the U.S. Phase II(b) clinical trial evaluating CPP-109 for the treatment of cocaine addiction that we are jointly conducting with NIDA and the VA. We currently estimate that we will pay approximately $917,000 in connection with this agreement. As of June 30, 2011, we had paid approximately $559,000 of this amount and had prepaid expenses of approximately $13,000 and accounts payable of approximately $165,000 in the accompanying condensed balance sheet in connection with the U.S. Phase II(b) trial.
- *Payments for drug development, non-clinical and clinical studies*. We estimate that we will pay various consultants, drug manufacturers, and other vendors approximately $1.3 million, in connection with our drug development work, including non-clinical and clinical studies, data analysis and the preparation of material necessary for the filing of NDA's with the FDA. At June 30, 2011, we have paid approximately $813,000 of this amount, and had accounts payable of approximately $289,000 and accrued expenses of approximately $12,000 in the accompanying condensed balance sheet related to these contracts.
- *Employment agreements*. We have entered into an employment agreement with our Chief Executive Officer that requires us to make base salary payments of approximately $368,000 per annum.
- *Leases for office space*. We have entered into lease agreements for our office space that require payments of approximately $7,000 per month. During June 2011, we entered into a first amendment to the lease for the corporate offices in Miami. The amendment extends the original lease term for five years, and relocates our corporate offices into another space within the same building. We expect the relocation to occur during the fourth quarter of 2011.

Dispute with Brookhaven

Brookhaven has formally advised us that they believe that the amount due them for patent related expenses is approximately $1.3 million. We believe that we are only liable to Brookhaven for the approximately $166,000 described above, and we have advised Brookhaven that we dispute their determination of patent-related expenses due under the license agreement. There can be no assurance as to the outcome of this matter. In any event, no patent-related expenses are due to Brookhaven under the license agreement until the submission by us of an NDA for CPP-109.

Off-Balance Sheet Arrangements

We currently have no debt. Capital lease obligations as of June 30, 2011 and December 31, 2010 were not material. We have operating leases for our office facilities. We do not have any off-balance sheet arrangements as such term is defined in rules promulgated by the SEC.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, we are not required to provide the information required by this section.

ITEM 4. CONTROLS AND PROCEDURES

a. We have carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(c) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on such evaluation, our principal executive officer and principal financial officer have concluded that as of June 30, 2011, our disclosure controls and procedures were effective to ensure that the information required to be disclosed by us in the reports filed or submitted by us under the Exchange Act, was recorded, processed, summarized or reported within the time periods specified in the rules and regulations of the SEC, and include controls and procedures designed to ensure that information required to be disclosed by us in such reports was accumulated and communicated to management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures.

b. During the three months ended June 30, 2011, there were no changes in our internal controls or in other factors that could have a material effect, or are reasonably likely to have a material effect, on our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The Company is not a party to any legal proceedings.

ITEM 1A. RISK FACTORS

There are many factors that affect our business, our financial condition, and the results of our operations. In addition to the information set forth in this quarterly report, you should carefully read and consider “Item 1A. Risk Factors” in Part I, and “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” in Part II, of our 2010 Annual Report on Form 10–K filed with the SEC, which contain a description of significant factors that might cause our actual results of operations in future periods to differ materially from those currently expected or desired.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. REMOVED AND RESERVED

ITEM 5. OTHER INFORMATION

None

ITEM 6. EXHIBITS

10.1	First Amendment to Lease, dated as of June 30, 2011, between the Company and CPT 355 Alhambra Circle, LLC
31.1	Certification of Principal Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Principal Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Principal Executive Officer under Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Principal Financial Officer under Section 906 of the Sarbanes-Oxley Act of 2002
101.INS**	XBRL Instance Document
101.SCH**	XBRL Taxonomy Extension Schema
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase
101.DEF**	XBRL Taxonomy Extension Definition Linkbase
101.LAB**	XBRL Taxonomy Extension Label Linkbase
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase

** Pursuant to Rule 406T of Regulation S-T, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933 or Section 18 of the Securities Exchange Act of 1934 and otherwise are not subject to liability.

SIGNATURES

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

Catalyst Pharmaceutical Partners, Inc.

By: /s/ Jack Weinstein
Jack Weinstein
Vice President, Treasurer and Chief Financial Officer

Date: August 15, 2011

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Exhibit Index

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Exhibit 10.1

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is made and entered into as of the 30th day of June, 2011, by and between CPT 355 ALHAMBRA CIRCLE, LLC, a Delaware limited liability company ("**Landlord**"), and CATALYST PHARMACEUTICAL PARTNERS, INC., a Delaware corporation ("**Tenant**").

WITNESSETH:

WHEREAS, 355 Alhambra Plaza, Ltd. ("**Original Landlord**") and Tenant entered into that certain Lease dated as of March 26, 2007 (the "**Initial Lease**"), pursuant to which Original Landlord leased to Tenant that certain premises containing approximately 1,616 rentable square feet known as Suite 1370 (the "**Current Premises**") in the building located at 355 Alhambra Circle, Coral Gables, Florida (the "**Building**"); and

WHEREAS, Original Landlord and Tenant entered into that certain Lease Addendum dated as of June 5, 2007 (the "**Addendum**"; the Initial Lease, as modified by the Addendum, is referred to herein as the "**Original Lease**"); and

WHEREAS, Landlord is the successor to Original Landlord's right, title and interest in and to the Building, the Current Premises and the Original Lease, and is now the "Landlord" under the Original Lease; and

WHEREAS, Landlord and Tenant desire to (i) relocate the Current Premises to certain premises containing approximately 1,773 rentable square feet known as Suite 1500 (the "**New Premises**") in the Building; (ii) extend the Lease Term; and (iii) modify and amend certain provisions of the Original Lease, as more particularly provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. Definitions. All capitalized terms used herein shall have the same meaning given thereto in the Original Lease, unless otherwise defined herein. The term "**Premises**" as used in the Lease and this Amendment shall mean and refer to (i) the Current Premises until the Relocation Date (as hereinafter defined), and (ii) the New Premises from and after the Relocation Date. The term "**Lease**" as used in the body of this Amendment shall mean the Original Lease as modified and amended hereby.

3. New Premises.

(a) Subject to (i) Landlord causing Substantial Completion (as hereinafter defined) of construction of the turn-key leasehold improvements to the New Premises (the "**New Premises Improvements**"), as set forth on **Exhibit B** attached hereto, (ii) moving of Tenant's furniture, trade fixtures, computers and equipment from the Current Premises to the New Premises, and (iii) completing the installation of low voltage cabling and wiring in the New Premises necessary for Tenant to conduct its business therein (the date when these three conditions are satisfied is referred to herein as the "**Relocation Date**"), Tenant shall vacate and surrender to Landlord the Current Premises in the condition required by the Lease on the Relocation Date. Subject to Tenant Delays (as hereinafter defined), in no event shall the Relocation Date occur later than November 1, 2011.

(b) Effective as of the Relocation Date, Tenant shall occupy the New Premises pursuant to the terms of the Lease, and shall be bound by all of the terms, covenants and conditions of the Lease. Landlord and Tenant stipulate and agree that the New Premises contains 1,773 rentable square feet.

(c) Effective as of the Relocation Date, Exhibit A to the Lease shall be deleted and replaced with **Exhibit A** attached to this Amendment.

(d) Effective as of the Relocation Date, Section 9 of the Lease Summary attached to the Lease shall be deleted in its entirety and replaced with the following:

"9. Gross Rentable Area of Premises (Section 1.1):	Approximately 1,773 rentable square feet located on the 15th floor of the Building, known as Suite 1500, measured in accordance with ANSI-BOMA Z65.1-1996 standards ("BOMA Standards")"

(e) Tenant agrees to cooperate with Landlord and Landlord's contractors in connection with moving of Tenant's furniture, trade fixtures, computers and equipment from the Current Premises to the New Premises. Tenant shall be responsible for moving any personal items.

4. Extension of Lease Term. The Term of the Lease is hereby extended for a period of five (5) years (the "**Extended Term**"), commencing December 1, 2012, and unless sooner terminated pursuant to the terms of the Lease, as amended from time to time, the Expiration Date is hereby extended to November 30, 2017. Within ten (10) business days of Landlord's written request, Tenant shall execute a written agreement confirming the Relocation Date, provided that Tenant's failure to execute such agreement shall not delay or affect the Term, the Relocation Date or the Expiration Date.

5. Base Rent.

(a) Tenant shall continue to pay monthly installments of Base Rent (plus all other sums due under the Lease) with respect to the Current Premises, as set forth in the Lease, through the Relocation Date.

(b) Commencing on the Relocation Date, Tenant shall be released from any and all obligations with respect to the Current Premises accruing thereafter and shall commence payment of Base Rent with respect to the New Premises at the rate of $36.00 per rentable square foot of the New Premises, *i.e.* approximately $63,828.00 per annum, plus applicable sales tax. The Base Rent per rentable square foot for each subsequent twelve (12)-month period shall be 103% of the Base Rent per rentable square foot for the prior twelve (12)-month period, commencing the first (1st) day of the twelfth (12th) month following the Relocation Date.

(c) Base Rent for the Premises shall be payable by Tenant monthly in equal monthly installments as set forth above, in advance, together with applicable sales or use tax, in accordance with the terms and conditions of the Lease, without deduction or set-off, except to the extent, if any, expressly provided under the Lease, and shall be in addition to all other sums due under the Lease.

(d) Notwithstanding anything to the contrary contained herein, Base Rent for the New Premises shall be abated for the period from the Relocation Date through the date which is four (4) months after the Relocation Date.

6. Tenant's Proportionate Share of Increased Operating Costs.

(a) In addition to Base Rent, Tenant shall continue to pay Tenant's Proportionate Share of Increased Operating Costs, together with applicable sales or use tax, with respect to the Current Premises, to and including the Relocation Date.

(b) Effective as of the Relocation Date, (i) the Base Year shall be the calendar year 2011, (ii) Tenant's Proportionate Share shall be 0.79%, calculated on the basis of the 224,241 rentable square feet in the Building, measured in accordance with BOMA Standards, and (iii) Tenant shall pay Tenant's Proportionate Share of Increased Operating Costs, together with applicable sales and use tax, with respect to the New Premises, in accordance with the Lease (as amended herein).

7. Improvements/Moving Costs.

(a) Landlord shall, at Landlord's sole cost and expense, construct, or cause to be constructed, the New Premises Improvements to the New Premises in accordance with **Exhibit B** attached hereto.

(c) Landlord (i) shall, at Landlord's sole cost and expense, cause Tenant's furniture, trade fixtures and equipment (to include telephone and computer equipment and low voltage cabling and wiring) to be moved from the Current Premises to the New Premises, PROVIDED, that Tenant hereby acknowledges that Landlord has and shall hire independent, third-party licensed and bonded movers and contractors, as applicable, for such work, and, except for payment of the costs incurred for such moving and installation work, neither Landlord nor its managing agent shall have any responsibility or liability in connection with such moving and installation work, provided, however, that Landlord's agreements with such movers and installation contractors shall provide that such movers and installation contractors are responsible to Tenant under the terms of their bonds and insurance for loss and damage, and Landlord shall

provide Tenant, upon Tenant's written request, with copies of such agreements so that Tenant can pursue any claims against such third parties that may arise as a result of their moving and installation work; (ii) shall pay all other reasonable, documented moving expenses incurred by Tenant in connection with moving from the Current Premises to the New Premises, including, but not limited to, costs to provide letterhead stationery, envelopes, business cards and labels with the address of the New Premises. Landlord shall, provided Tenant is not then in default of the Lease, pay to Tenant within thirty (30) days following the submission for payment by Tenant, the moving expenses actually paid by Tenant and set forth in an invoice provided to Landlord, together with commercially reasonable proof of payment. Tenant shall request reimbursement for moving expenses on or before two (2) months following the Relocation Date; if Tenant fails to request reimbursement for all or any portion of the moving expenses on or before two (2) months following the Relocation Date, Landlord shall have no responsibility or liability for payment of such moving expenses.

8. Signage. Landlord, at Landlord's sole cost and expense as part of the New Premises Improvements, shall (i) adjust the Building directory to reflect Tenant's relocation to the New Premises, effective on the Relocation Date, and (ii) provide Building standard signage at the entrance to the New Premises.

9. Renewal Option. Subject to the conditions herein, provided that (a) Tenant has not assigned the Lease or sublet any portion of the Premises other than to an entity controlling, controlled by or under common control with Tenant, or to any successor of Tenant resulting from a merger or consolidation of Tenant, and (b) Tenant is not in default under the Lease beyond any applicable notice, grace or cure period, Tenant shall have the right, at Tenant's option, to elect to extend the Term of the Lease for one (1) period of five (5) years (the "**Renewal Term**"). The Renewal Term, if properly exercised in accordance herewith, shall commence on the day immediately following the last day of the Extended Term of the Lease. The Renewal Term shall be exercised by Tenant giving written notice of the exercise thereof (the "**Renewal Notice**") to Landlord on or before the day that is nine (9) months, but not more than twelve (12) months, prior to the last day of the Extended Term of the Lease. Tenant shall have no right to extend the Term of the Lease, and the Renewal Notice shall not be effective, if (i) Tenant fails to timely give its Renewal Notice as provided herein, or (ii) a default by Tenant exists under the Lease beyond any applicable notice, grace or cure period (x) when Landlord receives the Renewal Notice, or (y) upon the expiration of the Extended Term of the Lease prior to the commencement of the Renewal Term.

In the event Tenant properly exercises the Renewal Term, within ten (10) days of receipt of such Renewal Notice, Landlord shall provide the annual Base Rent at which Landlord is willing to lease the Premises to Tenant for the Renewal Term (the "**Renewal Rent**"), which Renewal Rent shall be based on the "then current fair market rent rate" for buildings of comparable size, type and class located in the same area of Coral Gables, Florida, under leases and renewal amendments being negotiated and entered into at or about the time the Renewal Rent is being determined, giving appropriate consideration to tenant creditworthiness, tenant concessions, length of the term, landlord or building services provided to a tenant, brokerage commissions, tenant improvement allowances and similar factors.

If Tenant in its reasonable judgment determines that Landlord's proposed Renewal Rent does not accurately reflect the then current fair market rent rate, Tenant shall provide Landlord written notice of its objection to Landlord's determination of the Renewal Rent within ten (10) days after Tenant's receipt of Landlord's determination of Renewal Rent. If Tenant timely delivers notice of its objection to Landlord's determination of Renewal Rent as set forth above, then for a period of thirty (30) days after the date of Tenant's notice (the "**Negotiation Period**"), Landlord and Tenant shall work together in good faith to agree upon the Renewal Rent. If Landlord and Tenant fail to agree on the Renewal Rent within such Negotiation Period, Tenant shall, within ten (10) days after expiration of the Negotiation Period, by written notice to Landlord, elect either (i) to withdraw its Renewal Notice, in which event the Lease shall expire on the Expiration Date of the Extended Term, or (ii) to submit the Renewal Rent to determination in accordance with the following procedures (the "**Appraisal Election**"):

(I) If the Appraisal Election is timely chosen, Landlord and Tenant, within ten (10) days after the date of the Appraisal Election, shall each submit to the other, in a sealed envelope, its good faith estimate of the Renewal Rent (collectively referred to as the "**Estimates**"). If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Renewal Rent shall be the average of the two Estimates. If the Renewal Rent is not resolved by the Estimates as set forth in the preceding sentence, Landlord and Tenant, within seven (7) days after the exchange of Estimates, shall each select an appraiser to determine which of the two Estimates most closely reflects the Renewal Rent. Each appraiser so selected shall be certified as an MAI appraiser or an ASA appraiser, shall have had at least five (5) years experience within the previous ten (10) years as a real estate appraiser working in Coral Gables, Florida, with working knowledge of current rental rates and practices for office space, and shall not have been retained by the party selecting such appraiser during the prior five (5) year period. For purposes of this Lease, an "MAI" appraiser means an individual who holds an MAI designation conferred by, and is an independent member of, the American Institute of Real Estate Appraisers (or its successor organization, or in the event there is no successor organization, the organization and designation most similar), and an "ASA" appraiser means an individual who holds the Senior Member designation conferred by, and is an independent member of, the American Society of Appraisers (or its successor organization, or, in the event there is no successor organization, the organization and designation most similar). Upon selection, Landlord's and Tenant's appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Renewal Rent. The Estimate chosen by such appraisers shall be binding on both Landlord and Tenant as the Base Rent for the Premises during the Renewal Term. If either Landlord or Tenant fails to appoint an appraiser within the seven (7) day period referred to above, the appraiser appointed by the other party shall be the sole appraiser for the purposes of determining the Base Rent during the Renewal Term.

(II) If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Renewal Rent within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty (20) day period, the two (2) appraisers shall select a third appraiser meeting the aforementioned criteria for appraisers.

Once the third appraiser has been selected as provided for above, then, as soon thereafter as practicable, but in any case within fourteen (14) days, such third appraiser shall make his determination of the Renewal Rent, provided, however, that such third appraiser's determination shall not be below the lowest of the two Estimates or higher than the highest of the two Estimates, and such third appraiser's determination shall be binding on both Landlord and Tenant as the Base Rent for the Premises during the Renewal Term. If the appraiser believes that expert advice would materially assist him, he may retain one or more qualified persons, to provide such expert advice. The parties shall share equally in the costs of the appraisers and of any experts retained by such appraisers. In the event that the Renewal Rent has not been determined by the commencement date of the Renewal Term, Tenant shall in addition to all other payments due under this Lease, pay Base Rent at the initial Renewal Rent determined by Landlord, until such time as the Renewal Rent has been finally determined. Upon such determination, the Base Rent for the Premises shall be retroactively adjusted (if necessary) to the commencement of the Renewal Term. If such adjustment results in an underpayment of Base Rent by Tenant, Tenant shall pay Landlord the amount of such underpayment within thirty (30) days after the determination thereof. If such adjustment results in an overpayment of Base Rent by Tenant, Landlord shall credit such overpayment against the next installment of Base Rent due under the Lease and, to the extent necessary, any subsequent installments until the entire amount of such overpayment has been credited against Base Rent.

If within such ten (10) day period, Tenant fails to provide written notice of its election of either (i) or (ii) above, then Tenant shall be deemed to have accepted Landlord's initial determination of Renewal Rent for the Renewal Term, and shall have no further right to object to same.

In the event Tenant properly exercises the Renewal Term and the Renewal Rent is determined, the terms of the Lease, as extended, shall be on the same terms, covenants, and conditions as set forth in the Lease, except (a) as modified by the Renewal Rent (which shall be incorporated into the Lease), (b) the Base Year for purposes of determining Tenant's Proportionate Share of Increased Operating Costs shall be modified to the then current base year then being offered to prospective tenants of the Building, and (c) Tenant shall have no further right to extend the Term of the Lease. Additionally, Tenant shall, within twenty (20) days after Landlord's request, execute and deliver an amendment to the Lease, prepared by and acceptable to Landlord, memorializing such exercise of the Renewal Term and the Renewal Rent.

In the event Tenant properly exercises the Renewal Term, Landlord, at Landlord's sole cost and expense, and within ninety (90) days following commencement of the Renewal Term, shall make, or cause to be made, the following improvements (the "**Renewal Improvements**") to the Premises, which Renewal Improvements shall be at least equal in quality to the work required to be performed by Landlord pursuant to **Exhibit B** attached hereto:

(A) Replacement of floor coverings throughout the Premises; and

(B) Replacement of wallcoverings and/or repainting of walls throughout the Premises.

Tenant shall make selections of Building standard carpet, paint and wallcovering required for such Renewal Improvements not less than thirty (30) days prior to the commencement of the Renewal Term. Landlord shall have the right to enter the Premises to complete the Renewal Improvements in accordance with the terms of the Lease. Tenant agrees to cooperate with Landlord and Landlord's contractor to allow completion of the Renewal Improvements. Landlord shall use diligent efforts to coordinate the Renewal Improvements with Tenant's schedule to minimize disruption to Tenant's business operations in the Premises, but there shall be no diminution or abatement of Base Rent, Additional Rent or any other compensation due from Tenant to Landlord hereunder, nor shall the Lease be affected nor any of Tenant's obligations reduced, and Landlord shall have no responsibility or liability for any inconvenience or disruption to Tenant's business operations in the Premises unless such inconvenience or disruption (i) is the result of gross negligence on the part of Landlord, its agents, employees or contractors, and (ii) materially deprives Tenant of its use and enjoyment of the Premises. Tenant shall be responsible for the storage of personal items, books, files, furniture, and computers and associated equipment, and the relocation of same during the performance of the Renewal Improvements. Landlord shall perform the Renewal Improvements in a good and workmanlike manner, using Building standard materials. Landlord shall not perform any work or make any improvements other than the Renewal Improvements.

10. Tenant's Option to Terminate. Provided that Tenant is not in default under the Lease beyond any applicable notice, grace or cure period on the date Tenant shall exercise the Termination Option, Tenant shall have a one (1) time option to terminate (the "**Termination Option**") the Lease as of December 1, 2015 (the date when the Lease is terminated pursuant to this Section being referred to herein as the "**Early Termination Date**"). Tenant shall exercise its Termination Option by (i) delivering to Landlord written notice (the "**Termination Notice**") of such election to terminate the Lease on or before March 1, 2015, and (ii) paying to Landlord the Termination Payment (hereinafter defined) simultaneously with the Termination Notice. Landlord shall provide Tenant with the amount of the Termination Payment and its calculation thereof within ten (10) days following Tenant's written request. If Tenant properly and timely delivers the Termination Notice and makes the Termination Payment, then the Lease shall be deemed to have expired by lapse of time on the Early Termination Date. Tenant shall return the Premises to Landlord on the Early Termination Date in accordance with the terms of the Original Lease, including, but not limited to, Sections 5.2 and 5.4 thereof. If Landlord fails to receive the Termination Payment simultaneously with the Termination Notice, Tenant's right to terminate hereunder shall, at Landlord's sole option, be void. Unless Landlord otherwise agrees in writing, Tenant may not exercise the Termination Option, and no termination hereunder shall be effective, if a default by Tenant shall exist under the Lease as of the date on which the Termination Notice is given. Upon Tenant delivering the Termination Notice, any and all rights of Tenant to extend the Term of the Lease whether pursuant to a renewal option or otherwise, shall immediately be void and of no further force or effect. All obligations of either party to the other which accrue under the Lease on or before the Early Termination Date shall survive such termination. As used herein, "**Termination Payment**" shall mean an amount equal to the "worth at the time of the termination" of (a) the brokerage commissions paid by Landlord in connection with this Amendment in accordance with Section 13(f) of this Amendment, and (b) the cost of the New Premises Improvements paid by Landlord (collectively, the "**Leasing Costs**"). For purposes of this Section, the "worth at the time of the termination" is computed by

amortizing the Leasing Costs over the Extended Term (being a five-year period) at an interest rate of eight percent (8%) per annum to determine the portion allocated to the period after the Early Termination Date. Landlord, within ten (10) days after Tenant's request, shall provide Tenant with its calculation of the amount of the Termination Payment. Notwithstanding anything to the contrary set forth herein, in no event shall the Termination Payment exceed $40,000.

Landlord and Tenant acknowledge that the Termination Payment is not a penalty, but is a reasonable estimate of the damages to be suffered by Landlord as a consequence of Tenant's exercise of the Termination Option. Tenant hereby acknowledges and agrees that Tenant shall not be entitled to any rebate or return of any portion of the Termination Payment as a consequence of the actual costs incurred by Landlord in re-letting the Premises being less than the Termination Payment.

In the event (i) Tenant exercises the Termination Option, and (ii) Tenant fails to vacate and surrender to Landlord the Premises on or before the Early Termination Date as required herein, then Tenant shall pay all Rent (including but not limited to Base Rent and Additional Rent) as set forth in the Lease and all other amounts due under the Lease applicable to the Premises, at a rate equal to one hundred fifty percent (150%) of the rate in effect for the last full calendar month prior to the Early Termination Date, until such time as Tenant vacates and surrenders to Landlord the Premises in accordance with the terms hereof.

11. Amendment to Lease. Effective as of the Relocation Date, Section 11.4 of the Lease is amended to add the following:

Notwithstanding anything to the contrary contained herein, in the event Landlord hereafter desires to relocate Tenant into other space within the Building, Tenant shall have the option to terminate the Lease without any termination penalty or associated cost as of the date which is one hundred twenty (120) days following Tenant's receipt of Landlord's written notice of relocation (such date being referred to herein as the "**Relocation Termination Date**"). Tenant shall exercise its option to terminate the Lease hereunder by delivering to Landlord written notice of such election to terminate the Lease not less than sixty (60) days prior to the Relocation Termination Date.

12. Parking. All terms and conditions regarding parking contained in the Lease shall continue in full force and effect.

13. Miscellaneous.

(a) Except as modified by this Amendment, all other terms, covenants and conditions of the Lease not specifically amended hereby shall remain in full force and effect.

(b) The Lease, as amended herein, contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. The Lease may be further amended only in writing signed by both Landlord and Tenant.

(c) In the event of an irreconcilable conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

(d) If any provision of this Amendment is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Amendment, which shall continue in full force and effect as if the invalid or unenforceable provision had been deleted.

(e) This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(f) Tenant represents and warrants to Landlord that Tenant did not deal with any real estate broker, salesperson or finder in connection with this Amendment, and no other such person initiated or participated in the negotiation of this Amendment, except Taylor & Mathis ("**TM**") and CresaPartners ("**Cresa**"). Tenant agrees to indemnify, defend and hold Landlord, its property manager and their respective employees harmless from any claim for a fee or commission made by any broker (except TM and Cresa), salesperson or finder claiming to have acted on behalf of Tenant (or at Tenant's request) in connection with this Amendment. Tenant agrees that TM exclusively represents Landlord. Landlord shall pay TM and Cresa a commission pursuant to a separate written agreement.

(g) To Tenant's knowledge, there is no default by Landlord, or any prior landlord, under the Lease. To Landlord's knowledge, there is no default by Tenant under the Lease.

(h) Submission of this Amendment by Landlord or Landlord's agent, or their respective agents or representatives, to Tenant for examination and/or execution shall not in any manner bind Landlord and no obligations on Landlord shall arise under this Amendment unless and until this Amendment is fully signed and delivered by Landlord and Tenant.

(i) Each party represents to the other that it has full power and authority to execute this Amendment.

14. Waiver of Jury Trial. AS A MATERIAL INDUCEMENT TO THE EXECUTION OF THIS AMENDMENT, LANDLORD AND TENANT AGREE THAT IN THE EVENT OF ANY LITIGATION ARISING OUT OF THE TERMS OR PROVISIONS OF THE LEASE OR ANY AMENDMENTS THERETO (INCLUDING BUT NOT LIMITED TO THIS AMENDMENT), OR THE RELATIONSHIP BETWEEN LANDLORD AND TENANT, THEN NEITHER PARTY SHALL SEEK A JURY TRIAL IN SUCH PROCEEDING, IT BEING EXPRESSLY AGREED AND STIPULATED BY THE PARTIES HERETO THAT ANY DISPUTES ARE BETTER RESOLVED BY A JUDGE.

15. OFAC/PATRIOT Act Compliance. Each of Landlord and Tenant, each as to itself, hereby represents and warrants, to the best of its knowledge, that it is not a person and/or entity with whom United States persons are restricted from doing business under the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq.; the Trading with the Enemy Act, 50 U.S.C. Appendix §5; and implementing regulations promulgated thereunder by

the U.S. Department of Treasury Office of Foreign Assets Control ("**OFAC**") (including those persons and/or entities named on OFAC's List of Specially Designated Nationals and Blocked Persons (the "**SDN List**"); or any other applicable anti-terrorist law of the United States, including without limitation Executive Order No. 13224, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism. Each of Landlord and Tenant, each as to itself, hereby represents and warrants, to the best of its knowledge, that no person and/or entity who is named on the SDN List has any direct interest in Landlord or Tenant with the result that this Lease would be prohibited by any applicable law of the United States. Each of Landlord and Tenant, each as to itself, hereby represents and warrants, to the best of its knowledge, that it is not in violation of any of the applicable provisions of the U.S. Federal Bank Secrecy Act, as amended by Title III of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**PATRIOT Act**"), Public Law 107-56; any of the applicable provisions of the implementing regulations related thereto, including those promulgated by the U.S. Department of Treasury contained at 31 CFR Part 103; or any other applicable anti-money laundering laws of the United States. It is understood and agreed that the representations set forth herein are made as of the date of execution of this Amendment.

16. Non-Disclosure of Terms of Amendment. Tenant acknowledges that the terms of this Amendment and the Lease are and shall remain confidential information, and Tenant shall not disclose to any third-party the specific terms of this Amendment or the Lease, except (i) to Tenant's legal counsel, auditors, lenders, and managing agents for ordinary course lease administration purposes, or in connection with a proposed assignment or sublease, or any proposed merger by or acquisition of Tenant, each of whom shall maintain the confidentiality of such information, (ii) as specifically authorized to do so in writing by Landlord, or (iii) as otherwise required by law. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, losses, damages or liability, including attorneys' fees and costs, arising from Tenant's breach of this Section 16. Tenant acknowledges and agrees that this confidentiality provision is a material inducement to Landlord entering into this Amendment, and that a breach of Tenant's obligations hereunder may result in Landlord suffering irreparable harm. The provisions of this Section 16 shall survive termination or expiration of the Lease.

(Remainder of page intentionally blank)

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives and delivered as their act and deed as of the date first set forth above, intending to be legally bound by its terms and provisions.

LANDLORD:

CPT 355 ALHAMBRA CIRCLE, LLC, a Delaware limited liability company

By: AEW Core Property Trust Holding LP, a Delaware limited partnership
Its: Sole Member

By: AEW Core Property Trust Holding GP, LLC, a Delaware limited liability company
Its: General Partner

By: AEW Core Property Trust (U.S.) Inc., a Maryland corporation

By: /s/ Daniel J. Bradley
Name: Daniel J. Bradley
Title: Vice President

TENANT:

CATALYST PHARMACEUTICAL PARTNERS, INC., a Delaware corporation

By: /s/ Patrick J. McEnany
Name: Patrick J. McEnany
Title: CEO

Exhibit A

Floor Plan of New Premises

(Omitted)

Exhibit B
(Omitted)

Exhibit 31.1

Certification of Principal Executive Officer

I, Patrick J. McEnany, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Catalyst Pharmaceutical Partners, Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2011

/s/ Patrick J. McEnany

Patrick J. McEnany
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

Certification of Principal Financial Officer

1. I have reviewed this quarterly report on Form 10-Q of Catalyst Pharmaceutical Partners, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15(f)) for the registrant and have:
   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 15, 2011

/s/ Jack Weinstein

Jack Weinstein
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

Certification Required by 18 U.S.C. Section 1350
(as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)

I, Patrick J. McEnany as Principal Executive Officer of Catalyst Pharmaceutical Partners, Inc. (the "Company"), certify, pursuant to 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002), that to my knowledge:

1. the accompanying Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 30, 2011 (the "Report"), filed with the U.S. Securities and Exchange Commission, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 15, 2011

/s/ Patrick J. McEnany
Patrick J. McEnany
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

Certification Required by 18 U.S.C. Section 1350
(as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)

I, Jack Weinstein as Principal Financial Officer of Catalyst Pharmaceutical Partners, Inc. (the "Company"), certify, pursuant to 18 U.S.C. Section 1350 (as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002), that to my knowledge:

1. the accompanying Quarterly Report on Form 10-Q of the Company for the quarterly period ended June 30, 2011 (the "Report"), filed with the U.S. Securities and Exchange Commission, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 15, 2011

/s/ Jack Weinstein
Jack Weinstein
Chief Financial Officer
(Principal Financial Officer)