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

FORM 10-Q/A
(Amendment No. 1)

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

For the quarterly period ended June 30, 2014

or

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

For the transition period from_____ to _____

Commission File Number:
000-50679

CORCEPT THERAPEUTICS INCORPORATED
(Exact Name of Corporation as Specified in Its Charter)

Delaware	**77-0487658**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

149 Commonwealth Drive
Menlo Park, CA 94025
(Address of principal executive offices, including zip code)

(650) 327-3270
(Registrant's telephone number, including area code)

Indicate by check mark 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 reports), 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 (§232.405 of this chapter) 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 the definitions of "large accelerated filer", "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 ☒

On August 4, 2014 there were 101,123,406 shares of common stock outstanding at a par value of $0.001 per share.

EXPLANATORY NOTE

Corcept Therapeutics Incorporated, or the "Company", is filing this amendment (the "Form 10-Q/A") to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2014 (the "Form 10-Q"), filed with the U.S. Securities and Exchange Commission on August 8, 2014, solely to amend Item 6 Exhibit Index of the Form 10-Q and re-file the agreement identified as Exhibit 10.2 to the Form 10-Q. The Company has made no further changes to the Form 10-Q.

This Form 10-Q/A should be read in conjunction with the original Form 10-Q, which continues to speak as of the date of the Form 10-Q. Except as specifically noted above, this Form 10-Q/A does not modify or update disclosures in the Form 10-Q. Accordingly, this Form 10-Q/A does not reflect events occurring after the filing of the Form 10-Q or modify or update any related or other disclosures.

ITEM 6. EXHIBITS

Exhibit Number	Description of Document
3.1	Amended and Restated Certificate of Incorporation, as amended (incorporated by reference to Exhibit 3.1 to the registrant's Quarterly Report on Form 10-Q filed on August 9, 2012).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on September 27, 2007).
10.1†	First Amendment to the Commercial Outsourcing Services Agreement with Integrated Commercialization Solutions, Inc., effective as of April 14, 2014.
10.2#	Manufacturing Agreement with AAI Pharma Services Corp., dated April 7, 2014.
10.3†	Second Amendment to the Commercial Outsourcing Services Agreement with Integrated Commercialization Solutions, Inc., effective as of June 11, 2014.
31.1	Rule 13a-14(a)/15d-14(a) Certifications of Joseph K. Belanoff, M.D., Chief Executive Officer of the registrant.
31.2	Rule 13a-14(a)/15d-14(a) Certifications of G. Charles Robb, Chief Financial Officer of the registrant.
32.1	18 U.S.C. Section 1350 Certifications of Joseph K. Belanoff, M.D., Chief Executive Officer of the registrant.
32.2	18 U.S.C. Section 1350 Certifications of G. Charles Robb, Chief Financial Officer of the registrant.
101†	The following materials from the registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2014, formatted in Extensible Business Reporting Language (XBRL): (i) unaudited Condensed Balance Sheets at June 30, 2014 and December 31, 2013, (ii) unaudited Condensed Statements of Comprehensive Loss for the three- and six-month periods ended June 30, 2014 and 2013, (iii) unaudited Condensed Statements of Cash Flows for the six-month periods ended June 30, 2014 and 2013, and (iv) Notes to Condensed Financial Statements.

† Previously filed.
# Confidential treatment requested.

SIGNATURES

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

CORCEPT THERAPEUTICS INCORPORATED

Date: October 22, 2014

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.
Chief Executive Officer

Date: October 22, 2014

/s/ G. Charles Robb

G. Charles Robb
Chief Financial Officer

Exhibit Index

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COMMERCIAL MANUFACTURING AGREEMENT

THIS MANUFACTURING AGREEMENT (the "Agreement") is made and entered into this 7th day of April, 2014 (the "Effective Date"), by and between **AAIPharma Services Corp.**, having a place of business at 2320 Scientific Park Drive, Wilmington, NC 28405 ("AAIPharma") and **Corcept Therapeutics Incorporated**, having a place of business at 149 Commonwealth Drive, Menlo Park, CA 94025 ("Company"). AAIPharma and Company, as used herein, may be referred to, collectively, as "Parties" and individually as a "Party".

Recitals

WHEREAS, subject to the terms and conditions contained in this Agreement, Company desires to engage the services of AAIPharma to Manufacture the Products (each as defined below) for subsequent commercial distribution by Company.

WHEREAS, AAIPharma is willing to undertake such Manufacture for Company according to the terms and conditions provided for in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants of the Parties hereinafter set forth, the Parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

The following words, terms and phrases, when used herein, shall have the following respective meanings:

1.1 "AAIPharma" shall have the meaning set forth in the preamble.

1.2 "AAIPharma Indemnified Parties" shall have the meaning set forth in Section 8.2.

1.3 "Act" shall mean the United States Food, Drug, and Cosmetic Act (21 U.S.C. 301 et seq.), as amended from time to time, and the regulations promulgated thereunder.

1.4 "Affiliate", for purposes of this Agreement, shall mean an entity, whether a corporation or other business entity, that is controlling, controlled by or under common control with a Party. "**Control**" shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

1.5 "API" shall mean the active pharmaceutical ingredient with respect to each Product.

1.6 "Applicable Law(s)" shall have the meaning set forth in Section 3.3.

1.7 "Batch" shall mean a specific quantity of material produced in a contiguous process or series of processes that is expected to be homogeneous within specified limits. The Batch size for each Product is set forth in Exhibit A attached hereto and incorporated herein by reference.

1.8 "**cGMP**" or "**GMP**" shall mean the recognized pharmaceutical regulations and requirements of regulatory authorities such as those defined by the U.S. FDA's regulations at 21CFR Parts 210 and 211, those defined by Eudralex, "The Rules Governing Medicinal Products in the European Union," and specifically Volume 4, "Guidelines for Good Manufacturing Practices for Medicinal Products for Human and Veterinary Use" and applicable Annexes (Directives 2001/83/EC and amendments including Directives 2003/94/EC dated October 2003 and 2004/27/EC dated March 2004 and/or others that may be appropriate for the particular project) and as may be amended from time to time.

1.9 "**Commercialize**" or "**Commercialization**" shall mean, with respect to a Product, the marketing, promotion, sale and distribution of such Product.

1.10 "**Company**" shall have the meaning set forth in the preamble.

1.11 "Company Indemnified Parties" shall have the meaning set forth in Section 8.1.

1.12 "Firm Order" shall have the meaning set forth in Section 4.2(a).

1.13 "Indemnification Claim" shall have the meaning set forth in Section 8.3(a).

1.14 "Initial Term" shall have the meaning set forth in Section 9.1.

1.15 "Long-Term Forecast" shall have the meaning set forth in Section 4.1.

1.16 "Losses" shall have the meaning set forth in Section 8.1.

1.17 "Manufacture"/"Manufacturing" shall mean the manufacture, processing, packaging, labeling (subject to Section 3.7), quality control and testing of the Products performed prior to their delivery by AAIPharma in accordance with the terms of this Agreement.

1.18 "**Marketing Authorizations**" shall mean the United States new drug application or abbreviated new drug application, as applicable, for the Product(s).

1.19 "Master Batch Record" The batch record as mutually agreed upon by the Parties.

1.20 "Material Change" shall have the meaning set forth in Section 3.3.

1.21 "Product(s)" shall mean those products described in Exhibit A, as the same may be amended from time to time upon mutual agreement of the Parties; provided, however, that no product shall become a Product until such time as AAIPharma has successfully completed the registration batches for such product to Company's reasonable satisfaction.

1.22 "Purchase Prices" shall have the meaning set forth in Section 5.1.

1.23 "Quality Agreement" shall have the meaning set forth in Section 6.6.

1.24 "Raw Materials" shall mean any excipient and component materials used to Manufacture the Products, but excluding the API.

1.25 "Raw Material Costs" shall have the meaning set forth in Section 5.2.

1.26 "Recalls" shall have the meaning set forth in Section 6.4(b).

1.27 "Release To The Client" shall mean AAIPharma has: i) manufactured and/or packaged and/or labeled the Product according to the Master Batch Record; ii) fulfilled its testing/analytical obligations as further set forth herein; and iii) all manufacturing and testing services performed by AAIPharma have been reviewed and approved by AAIPharma's Quality department.

1.28 "Renewal Period" shall have the meaning set forth in Section 9.1.

1.29 "Specifications" shall mean the specifications for the Products agreed upon by the Parties and included in the Master Batch Record, an example of which is set forth in Exhibit B attached hereto and incorporated herein by reference.

1.30 "Term" shall have the meaning set forth in Section 9.1.

1.31 "Territory" shall mean the United States, its territories and possessions.

ARTICLE 2
LICENSE GRANT TO AAIPHARMA TO MANUFACTURE PRODUCT

2.1 Grant. Company hereby grants to AAIPharma during the Term of this Agreement, on a Product-by-Product basis, a nonexclusive, royalty-free right to Manufacture the Products in the Territory and to use any and all of Company's licenses, trademarks, regulatory data and/or technical information, know how and Confidential Information of Company related to the Products that are necessary for AAIPharma carrying out its obligations hereunder, subject to the conditions of this Agreement.

2.2 Marketing Authorizations. Company shall maintain the Marketing Authorizations in full force and effect at all times. Upon request by Company, AAIPharma shall use commercially reasonable efforts to assist Company in connection therewith; provided that, in exchange, Company will pay AAIPharma its standard fees and expenses therefor.

ARTICLE 3
MANUFACTURING

3.1 Engagement.

(a) During the Term of this Agreement and subject to the terms and conditions set forth herein, Company agrees to purchase from AAIPharma, and AAIPharma agrees to manufacture and supply, up to [***] of Company's requirements for each Product for Commercialization in the Territory. Notwithstanding the foregoing, Company shall be entitled, at its sole cost and expense, to qualify other manufacturer(s) to manufacture Products solely for the purpose of such manufacturer(s) supplying Company with quantities of Product that AAIPharma does not supply.

(b) Notwithstanding the foregoing, to the extent Company intends to Commercialize a Product in a jurisdiction outside the Territory, for purposes of such Product only, the term "Territory" may be expanded to include such jurisdiction provided that both parties agree in writing and AAIPharma is or becomes compliant with all laws, regulations and other legal and industry requirements applicable to the Manufacture of such Product for subsequent Commercialization of such Product in such jurisdiction.

3.2 Manufacture of Commercial Drug Product. Subject to the terms and conditions contained herein, AAIPharma shall Manufacture, hold, handle and prepare for shipment all Product Manufactured pursuant to this Agreement (a) in accordance with this Agreement and the Quality Agreement, and (b) in material compliance with cGMP applicable to the Manufacturing of the Product to be Commercialized in the Territory.

3.3 AAIPharma Changes to Manufacturing Process. Except as required by applicable federal, state, provincial or local law and/or respective regulations as established by the FDA and/or other regulatory authority (collectively, "Applicable Law(s)"), or cGMP, AAIPharma shall not Materially Change the Manufacturing process of a Product or change the facility where a Product is Manufactured that requires a change to a Marketing Authorization without the prior written consent of Company, which consent shall not be unreasonably withheld or delayed. AAIPharma shall notify Company of all material changes, including Material Changes required by Applicable Law, as soon as practicable after AAIPharma learns of such change. A "Material Change" is one that requires a submission to the FDA or EU regulatory authority.

3.4 Company Requested Changes. Company shall inform AAIPharma in writing of any proposed modifications to the Specifications or the Manufacturing process. Any proposed change shall require AAIPharma's prior written consent, which consent shall not be unreasonably withheld or delayed. AAIPharma shall make changes it agrees to as promptly as practicable; provided, however, that such changes comply with Applicable Law, cGMP and the Marketing Authorizations.

3.5 Costs of Changes. Unless otherwise agreed by the Parties, any and all direct costs associated with changes requested by AAIPharma and changes required by Applicable Law that apply generally to AAIPharma's facility where the applicable Manufacturing occurs shall be

borne by AAIPharma. Unless otherwise agreed by the Parties, any and all direct costs associated with all other changes, including, without limitation, changes requested by Company, changes required by Applicable Laws that apply specifically to a Product, and changes required by a change to a Marketing Authorization, shall be borne by Company (collectively, the "Other Changes"). If the change is an Other Change, (i) the Purchase Prices shall be adjusted by the change in AAIPharma's cost of Manufacture of the Product caused by such Other Change, plus an amount necessary to maintain AAIPharma's profit margin on such, and (ii) Company shall reimburse AAIPharma for costs, expenses or losses associated with write-offs, obsolescence and/or destruction of any work in process or finished inventory resulting from any such Other Change.

3.6 Notification and Approval of Changes. Company shall have sole responsibility for obtaining any and all necessary regulatory approvals from the relevant regulatory agencies in the Territory for changes to the Specifications and the Marketing Authorizations and for reporting any changes to such Specifications and the Marketing Authorizations to the relevant regulatory agencies in the Territory as appropriate. Upon request by Company, AAIPharma shall use commercially reasonable efforts to assist Company in obtaining any such approvals; provided that Company will pay AAIPharma its standard fees and expenses therefor.

3.7 Labeling. Company shall be responsible for the labeling to be used on each Product and the packaging thereof, including any changes to such labels; provided that Company shall ensure that all such labeling complies with Applicable Laws. AAIPharma shall use the specified labeling (and only such labeling) on the Products, and shall not use such labeling on any other product. Any Company-directed change to a Product label shall be implemented by AAIPharma as soon as reasonably practicable following AAIPharma's receipt of written notification of such label changes. Company shall reimburse AAIPharma for costs incurred in connection with any such label changes, including without limitation, the costs of obsolescence of goods-in-process, packaging materials and supplies and finished goods not suitable for Commercializing in the Territory due to such label changes.

3.8 Finished Product Release. AAIPharma will provide Company with manufacturing documents as are necessary for Company to release each lot of Product for human use. Company shall be responsible for the final release of Product for human use.

3.9 Raw Materials and API. AAIPharma shall purchase at its own expense and for its own account all Raw Materials, packaging components and other items of any nature whatsoever that AAIPharma may use to Manufacture the Products. Except as otherwise agreed to between the Parties, all right, title and interest in and to these items, and in and to all work-in-process incorporating these items, shall remain the sole property of AAIPharma until Products incorporating such items are delivered for shipment to Company. However, the total cost of changing the source and/or type of Raw Materials shall be at the sole cost of Company. Company shall supply to AAIPharma at its own expense and for its own account all API to be used in the Manufacture of Products hereunder, and such API shall remain the sole property of Company.

3.10 API Losses/Optional Insurance Coverage. The Parties acknowledge that the replacement cost for lost API can be significant. To mitigate the risk of loss to both Parties,

AAIPharma has arranged to obtain both Stock Throughput Insurance (covering damage to Company's API caused by a covered peril) and Liability Insurance (covering losses under this Agreement due to AAIPharma's negligence). Company has provided AAIPharma with documentation of its API replacement cost prior to execution of this Agreement and shall provide such documentation at least annually on or before the anniversary of the Effective Date.

(a) Stock Throughput Coverage (initial choice).

__ Company does not elect Stock Throughput Coverage. Company will be responsible for API lost due to casualty.

__ Company elects Stock Throughput Coverage. If API is lost while in the care and control of AAIPharma due to covered peril, then AAIPharma will reimburse Company for an amount equal to [***].

(b) Liability Coverage (initial choice).

__ Company does not elect Liability Coverage.

(i) If total API losses, resulting from the Services provided herein, in an annual reconciliation, lead to actual yields below [***], AAIPharma shall issue a credit to Company for the lesser of (a) [***], or (b) [***].

(ii) If there is a Recall resulting from AAIPharma's Fault (as those terms are defined in Section 6.4(b)) then AAIPharma shall reimburse Company for [***].

__ Company elects Liability Coverage.

(iii) If total API losses, resulting from the Services provided herein, in an annual reconciliation (agreed to by the Parties or resulting from a final adjudication of liability), [***], AAIPharma shall reimburse Company for an amount equal to Company's then current replacement cost of the API for the amount of API [***].

(iv) If there is a Recall resulting from AAIPharma's Fault (as those terms are defined in Section 6.4(b)) then AAIPharma shall reimburse Company for [***].

ARTICLE 4
FORECASTS, ORDERS, DELIVERY AND ACCEPTANCE

4.1 Forecasting. On or before the Effective Date, Company shall provide to AAIPharma a written good faith forecast estimating Company's quarterly requirements of each Product for each of [***] quarters during the Term. In addition, on or before the Effective Date,

Company shall have provided, and thereafter not later than [***] days prior to the commencement of each calendar quarter during the Term, Company shall provide, AAIPharma with [***] quarter forecasts estimating Company's quarterly requirements of each Product that shall cover the succeeding [***] quarter period (or, with respect to any individual Product, the period until the expiration of the Term, if shorter) (each such forecast, the "Long-Term Forecast"). [***].

4.2 Firm Commitments.

(a) A formal order shall be a binding commitment (a "Firm Order").

(b) Company shall submit to AAIPharma a Firm Order no later than [***] days prior to the requested delivery dates confirming the quantity of each Product ordered (which shall be in full Batch quantities), the requested delivery dates (which shall be on a business day), and such other information as AAIPharma may find reasonably necessary to Manufacture the ordered Products.

(c) Company agrees that purchases may be made by AAIPharma of the Raw Materials, packaging components and other items to satisfy the production requirements for Firm Orders and may make such other purchases to meet production requirements exceeding Firm Order requirements as may be agreed to in writing from time to time by Company and AAIPharma. In such circumstances, if such Raw Materials, packaging components and other items are not included in finished Products purchased by Company within [***] months after such purchases have been made (or such longer period as the Parties may have agreed to), Company will pay to AAIPharma its costs thereof and, in the event such Materials are incorporated into Products subsequently purchased by Company, Company will receive credit for any of such costs previously paid to AAIPharma by Company.

(d) AAIPharma shall Manufacture and prepare for shipment the quantity of a Product specified in the Firm Order. The Firm Orders shall be made available for shipment in accordance with Section 4.4.

4.3 Changes in Orders. AAIPharma shall exercise its commercially reasonable efforts to comply with any proposed amendments to accepted Firm Orders that Company may request, but AAIPharma shall not be liable in any way for its inability to do so. Firm Orders may be amended only by mutual agreement of the Parties.

4.4 Delivery. AAIPharma shall use commercially reasonable efforts to make Product available for shipment within [***] of the delivery date requested in the applicable Firm Order. Company shall pay all crating, skidding, rigging, customs, freight, shipping, insurance and common carrier charges on all shipments in connection with Company's chosen method of shipment of the Product. All Product(s) shall be shipped EX WORKS (Incoterms 2010) AAIPharma's manufacturing facility. Company shall be responsible for arranging the shipment of the Product(s) from AAIPharma's manufacturing facility to its final destination (and storage charges shall be imposed [***] after notice to Company that Product is available for shipment); provided, however, that Company must provide AAIPharma with reasonable evidence (e.g. a copy of the current DEA registration for the destination, when applicable) that such destination is

authorized to handle the Product. Notwithstanding anything to the contrary in this Agreement, Company acknowledges and agrees that AAIPharma shall have no obligation to release Product for shipment to any destination for which Company has not provided adequate evidence of authorization as required in this Section 4.4. AAIPharma shall not be liable to Company for Product which is damaged or lost while in possession of a common carrier, and it shall be Company's responsibility to recover any and all damage directly from such common carrier.

4.5 Inspection, Acceptance and Rejection of Delivered Products.

(a) Company will have [***] days from Release To The Client to inspect and test Products for noncompliance with the applicable Specifications (the "Inspection Period").

(b) Except as provided in Section 4.5(c), Company shall give written notice if it intends to reject a Batch(es) of Product(s) - for not complying with the Specifications - within [***] days after the Inspection Period expires; otherwise such Batch(es) shall be deemed accepted.

(c) If, after the Inspection Period, Company first discovers that a Batch(es) of Product(s) do not comply with the applicable Specifications, then Company shall so notify AAIPharma if it intends to reject such Batch(es) within [***] days after such discovery; otherwise such Batch(es) shall be deemed accepted. AAIPharma will only be responsible for Batch(es) of Product(s) rejected after the Inspection Period solely to the extent that AAIPharma is responsible for said non-conformity.

(d) Notwithstanding anything to the contrary herein, AAIPharma shall not be responsible for damages to Product during shipment, and in no event shall AAIPharma be responsible for noncompliance with Specifications for Product that met Specifications at time of Release To The Client or from non-conformities that result from a deficiency or change in the API utilized in such Batch(es) of Product(s) or a defect in the Specifications for the Products.

(e) In the event that Company rejects Product(s) as provided in this Agreement, AAIPharma shall use commercially reasonable efforts (but within [***] days after AAIPharma's receipt of Company's notice of noncompliance) to replace the defective Product(s) or give notice that it disagrees with the rejection. If Company and AAIPharma do not agree whether the Product(s) failed to meet applicable Specifications at the time of Release To The Client, such Products shall be submitted for testing to an independent laboratory or other authority of national reputation acceptable to both Parties for the purpose of determining the results. Any determination by such authority shall be final and binding upon the Parties hereto. If Company's rejection is substantiated by the authority, AAIPharma shall pay the expenses associated with such analyses; otherwise Company shall pay such expenses and purchase the Product.

4.6 Non-Conforming Product(s). Notwithstanding any other provisions of this Agreement, Company agrees, if so requested by AAIPharma, to return to AAIPharma any Product(s) that fail to meet Specifications or otherwise to dispose of such Product(s) as AAIPharma may direct, each at AAIPharma's expense.

4.7 Postponement or Cancellation of Manufacture.

(a) Postponement of Manufacturing. Company, on not less than [***] days notice (prior to the delivery date as communicated to Company pursuant to Section 4.2 herein) to AAIPharma, may postpone any or all outstanding purchase orders. In the event of postponement pursuant to this Section 4.7(a), AAIPharma shall use commercially reasonable efforts to reschedule the postponed order to a date agreeable to both Parties. If less than the prior defined notice of postponement is provided and if AAIPharma's commercially reasonable efforts to reallocate the suite to manufacture another product on the originally scheduled date prove unsuccessful, AAIPharma may invoice Company for, and Company shall be required to pay to AAIPharma an amount equal to [***] as provided in Exhibit A attached hereto. Notwithstanding the foregoing, purchase orders may be postponed only to the extent that no Manufacturing processes have taken place with respect to such Product.

(b) Cancellation or Failure to Issue Purchase Orders. In the event that Company cancels a purchase order, for Product, that has previously been issued pursuant to Section 4.2 and AAIPharma is unable to reallocate the suite to manufacture another product on the originally scheduled Manufacture date, AAIPharma shall be entitled to invoice Company and Company shall be required to pay: [***].

ARTICLE 5
PRICE, TERMS OF PAYMENT

5.1 Purchase of Product(s). The initial prices to be paid for the Products by Company to AAIPharma shall be set forth in Exhibit A attached hereto and incorporated herein by reference (the "Purchase Prices"). The Purchase Prices are in United States dollars, and are exclusive of applicable taxes. Company shall be responsible for the payment of any and all taxes applicable to the Products and services described herein.

5.2 Price Change; Notice. AAIPharma may increase the Purchase Prices during the Term by the amount equal to the sum of (i) AAIPharma's increase in Raw Materials for each Batch to which such increased prices pertain ("Raw Material Costs"), and (ii) annual Purchase Price increases, not to exceed the Pharmaceutical Producers Price Index for pharmaceutical manufacturing for the previous twelve (12) month period, for Product to be delivered after January 1st for each year during the Term of this Agreement. Upon request by Company, AAIPharma shall provide reasonable documentation that reflects the increase in cost of Raw Material Costs. AAIPharma shall provide written notification of any annual increase in the Purchase Prices prior to the January 1st effective date of the increase in Purchase Prices, or as increases in the cost of Raw Materials occur, as applicable.

5.3 API Loss Coverage. The initial fee for any annual Stock Throughput or Liability Coverage desired by Company pursuant to Section 3.10 shall also be set forth on Exhibit A hereto and invoiced upon execution of this Agreement. Each year at least [***] days prior to the renewal of such coverage, AAIPharma shall invoice Company for the fee for such coverage for the succeeding year, if available. Company shall pay such invoice within thirty (30) days if it desires to continue or add such coverage for the next year. If so, AAIPharma shall renew such coverage. If not, then Company shall be deemed not to have elected such coverage for the succeeding year under Section 3.10.

5.4 Invoices. Title and risk of loss of Product shall pass to Company and AAIPharma shall provide invoices to Company for the Product(s) upon each Release To The Client (e.g. finished bulk, finished packaged, or finished packaged and labeled), and Company shall pay each such invoice, in United States dollars, within thirty (30) days after the date of each invoice regardless of when or whether Company has arranged for shipment of the Product(s) to its final destination. Company shall make no setoff or deduction of any kind from any payments due to AAIPharma unless Company receives written authorization from AAIPharma authorizing such setoff or deduction. [***]. Should any part of the invoice be in dispute, Company shall pay the undisputed amount according to the terms and conditions described herein while said dispute is being resolved. Should payment of undisputed amounts not be received within sixty (60) days of invoice date, and after due notice to Company, AAIPharma reserves the right to cease all work. In the event of default in payment, Company shall be responsible for all collection fees and expenses incurred by AAIPharma, including reasonable attorney's fees.

ARTICLE 6
REGULATORY MATTERS; RECORDS

6.1 Annual Review and Stability Testing. AAIPharma will conduct an annual product review for the Products and upon completion of such review will forward a copy to Company. The Parties agree that AAIPharma's Manufacturing process and the Purchase Prices do not include stability testing or any other work not specifically set forth herein or in an Exhibit hereto. Stability testing services and other services shall be provided at the then current AAIPharma rates for such services.

6.2 Access to AAIPharma's Facilities by Company Representatives. Upon reasonable prior written notice, and during normal business hours, and at mutually agreed upon times, AAIPharma will permit Company to inspect AAIPharma's Manufacturing facilities once per calendar year to ensure cGMP compliance, unless product quality issues require further action as reasonably determined by Company. Such audits shall be performed in a manner that does not unreasonably interfere with AAIPharma's conduct of business. Company representatives, or Company's agents reasonably acceptable to AAIPharma, conducting such audits shall execute confidentiality agreements and follow all security and facility access procedures as are reasonably required by AAIPharma. The Parties agree to use commercially reasonable efforts to resolve any quality issues discovered during such inspections and agree that the results of such inspections shall be subject to the confidentiality provisions set forth in Section 10.1 herein.

6.3 Inspections by Governmental or Regulatory Authority. AAIPharma shall be responsible for handling and responding to any FDA or other governmental body inspections or inquiries received by Company or AAIPharma regarding the Manufacturing of any Product during the Term. In cases where AAIPharma is required to provide significant Company or Product specific support to such inspections or inquiries, Company agrees to pay AAIPharma for the time required at the then current AAIPharma regulatory support rate. Each Party shall

[***] Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

promptly notify the other regarding any such inquiries and provide the other Party copies of any pertinent correspondence from such authorities related to the Product or services covered in this Agreement. AAIPharma shall provide to Company and any governmental body any information reasonably requested by Company and/or such governmental body concerning any governmental inspection related to any Product (with all information provided to Company being subject to the confidentiality provisions in Section 10.1 herein and with AAIPharma being able to redact any information provided to Company to remove third party confidential information that does not relate to the Products). Company agrees to fully cooperate with and assist AAIPharma in fulfilling its obligations pursuant to this Section 6.3.

6.4 Complaints, Recalls, and Insurance

(a) Complaints. Product complaints received by Company with respect to Product Manufactured by AAIPharma hereunder shall be faxed to AAIPharma within [***] business days after receipt to:

AAIPharma Services Corp.
Attention: Corporate Quality
2320 Scientific Park Drive
Wilmington, NC 28405
Facsimile No.: (910) 815-2387

As more fully described in the Quality Agreement, AAIPharma shall investigate all complaints directly associated with the Manufacture of Product(s) and shall provide an update every thirty (30) days and a report to Company regarding its investigation and any conclusions. Company shall investigate all other complaints associated with the Product(s).

(b) Recall Procedures. In the event that a recall, withdrawal or field correction of any Product (a "Recall") is initiated, whether by a statutory or regulatory authority in any jurisdiction or by Company, subject to Section 8 AAIPharma shall reimburse Company for all costs and expenses incurred in procuring or complying with the requirements of such Recall to the extent that such Recall is initiated as a result of AAIPharma's breach of this Agreement (which shall include but not be limited to AAIPharma's noncompliance or nonconformity with the Specifications, GMP, or any Applicable Laws), intentional misconduct, negligence, or defective manufacturing, processing, testing, packing, or storage of Product prior to delivery to Company (if such fault is agreed to by the Parties or resulting from a final adjudication of liability hereinafter "AAIPharma's Fault"), and, in addition, AAIPharma shall refund to Company an amount equal to the then current replacement cost of all API supplied to AAIPharma and incorporated into the recalled Product to the extent specified in Section 3.10. Company shall be responsible for all other costs and expenses associated with a Recall. AAIPharma shall reasonably cooperate with Company in connection with any Recall.

6.5 Insurance. At all times while this Agreement is in effect and for three (3) years thereafter, AAIPharma and Company shall each:

[***]

AAIPharma and Company shall each obtain all the insurance policies described in clauses 6.5(i) through (iii) from insurers having A.M. Best ratings of A–VII or higher.

AAIPharma shall also, at its own cost and expense, obtain and maintain in full force and effect during the Term of this Agreement the insurance, if any, required by Sections 3.10 and 5.3.

6.6 Quality Agreement. The Parties intend to enter into a quality agreement acceptable to both Parties (the "Quality Agreement") as soon as practicable after the Effective Date. The Quality Agreement will detail the quality and regulatory obligations and responsibilities of the Parties with respect to the Products to the extent these obligations and responsibilities are not fully covered in this Agreement; provided, however, that in the event of conflict between the terms of this Agreement and the Quality Agreement, (i) the provisions of the Quality Agreement will prevail with respect to all matters pertaining to, or governed by, GMP and (ii) in all other respects, the provisions of this Agreement will prevail.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of AAIPharma. AAIPharma hereby represents and warrants as follows:

(a) As of Release To The Client, all Product(s) delivered to Company during the Term of the Agreement: (i) shall have been Manufactured by AAIPharma in material compliance with this Agreement, the Quality Agreement, the Marketing Authorizations and cGMP, in each case, as in effect at the time of Manufacture, (ii) assuming compliance by Company with Section 3.7, shall not be adulterated or misbranded within the meaning of the Act, and (iii) shall not have been Manufactured by AAIPharma in violation of any Applicable Law in any material respect.

(b) Upon Release To The Client, AAIPharma shall convey good title to all Product(s) so delivered to Company.

(c) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within AAIPharma's powers and have been duly authorized by all necessary action on the part of AAIPharma. This Agreement has been duly executed and delivered by AAIPharma and constitutes legal, valid and binding obligations of AAIPharma, enforceable against AAIPharma in accordance with its terms.

(d) The execution, delivery and performance by AAIPharma of this Agreement does not and will not (i) contravene or conflict with the organizational documents of AAIPharma Services Corp., (ii) contravene or conflict with or constitute a violation of any Applicable Laws, or (iii) breach or constitute a default under the provisions of any material contract, agreement or instrument to which it is a party or by which it is bound.

(e) AAIPharma is not debarred and has not and shall not knowingly and intentionally use in any capacity the services of any third person debarred under subsections 306(a) or (b) of the Generic Drug Enforcement Act of 1992.

EXCEPT AS SET FORTH IN THIS SECTION 7.1, AAIPHARMA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

7.2 Representations and Warranties of Company. Company hereby represents and warrants as follows:

(a) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within Company's powers and have been duly authorized by all necessary action on the part of Company. This Agreement has been duly executed and delivered by Company and constitutes legal, valid and binding obligations of Company, enforceable against Company in accordance with its terms.

(b) The execution, delivery and performance by Company of this Agreement does not and will not (i) contravene or conflict with the organizational documents of Company, (ii) contravene or conflict with or constitute a violation of any Applicable Laws, or (iii) breach or constitute a default under the provisions of any material contract, agreement or instrument to which it is a party or by which it is bound.

(c) Company shall comply in all material respects with all Applicable Laws relating to its Commercialization of the Product(s).

(d) To the extent that Company supplies any Raw Materials, or API, or other information to AAIPharma (including packaging and labeling requirements) or engages in manufacturing with respect to any of the Products (either directly or indirectly through a third party), all such Raw Materials, API or other information and formulas will comply with the Specifications and applicable laws, including GMP.

(e) Company represents that to the best of its knowledge, the manufacture or the sale of the Products does not and will not infringe any third party intellectual property rights or other rights and that it is not aware of any patents existing in the Territory in which Company markets or distributes such Products relating in any manner to the Products or any use, method, activity or application relating thereto which could adversely impact upon or prevent AAIPharma from Manufacturing the Products as contemplated by the terms hereof.

ARTICLE 8
INDEMNIFICATION

8.1 By AAIPharma. AAIPharma hereby indemnifies Company and its directors, officers, employees, Affiliates, stockholders, agents, attorneys, representatives, successors and Permitted Assigns (collectively, the "Company Indemnified Parties") against and agrees to hold

each of them harmless from any and all product liability claims associated with the Products, losses, liabilities, obligations, damages, costs and expenses ("Losses") incurred by any Company Indemnified Party as a result of third party claims, actions or proceedings (collectively, "Third Party Claims") to the extent based upon, attributable to or resulting from: (a) any material misrepresentation or material breach of warranty made by AAIPharma in this Agreement, (b) any material breach of any covenant or agreement made or to be performed by AAIPharma pursuant to this Agreement, and (c) the negligence or willful misconduct by an AAIPharma Indemnified Party in connection with this Agreement; except in each case, to the extent such Losses are attributable to Company's material breach of this Agreement or arising from the negligence or willful misconduct of Company.

8.2 By Company. Company hereby indemnifies AAIPharma and its directors, officers, employees, Affiliates, stockholders, agents, attorneys, representatives, successors and assigns (collectively, the "AAIPharma Indemnified Parties") against and agrees to hold each of them harmless from any and all Third Party Claims, including Losses incurred by any AAIPharma Indemnified Party to the extent based upon, attributable to or resulting from the performance of this Agreement and services hereunder by AAIPharma (including, without limitation, any products liability claims related to Company products) other than for Losses for

which AAIPharma is obligated to indemnify the Company Indemnified Parties under Section 8.1 above.

8.3 Indemnification Procedures.

(a) The indemnified Party shall give the indemnifying Party prompt notice of any such claim or lawsuit ("Indemnification Claim") (including a copy thereof) served upon it and shall fully cooperate with the indemnifying Party and its legal representatives in the investigation of any matter the subject of indemnification. The indemnifying Party may enter into a settlement agreement with a claimant but shall not admit liability to a claimant without the prior written permission of the party or parties seeking indemnification, which permission shall not be unreasonably withheld.

(b) The failure of the indemnified Party to give reasonably prompt notice of any Indemnification Claim shall not release, waive or otherwise affect the indemnifying Party's obligations with respect thereto except to the extent that the indemnifying Party can demonstrate actual loss and prejudice as a result of such failure.

8.4 Limitation on Liability. Except as set forth in Section 8.6 (Exceptions), neither Party shall be liable, whether in contract, tort (including negligence) or otherwise, for any punitive, special, indirect, incidental, consequential or exemplary damages (including lost profit or business interruption even if notified in advance of such possibility) arising out of or pertaining to the subject matter of this Agreement.

8.5 Aggregate Cap. Except as set forth in Section 8.6 (Exceptions), the total aggregate liability of either Party to the other Party arising out of this Agreement shall be limited to the [***]. Such liability cap amount does not alter each Party's insurance obligations under Section 6.5 (Insurance).

[***] Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

8.6 Exceptions. Sections 8.4 (Limitation on Liability) and 8.5 (Aggregate Cap) shall not apply to the following: (a) a Party's obligations to indemnify the other for Claims under Sections 8.1 and 8.2 (Indemnification); or (b) damages due to a Party's breach of its confidentiality obligations or claims for infringement of proprietary rights; or (c) replacement of lost or damaged API by AAIPharma in the event of its negligence or willful misconduct (but only to the extent required by Section 3.10).

ARTICLE 9
TERM AND TERMINATION

9.1 Term of the Agreement. Unless earlier terminated in accordance with this Article 9, this Agreement shall take effect and commence on the Effective Date and continue in effect, on a Product-by-Product basis, for three (3) years from the Effective Date (the "Initial Term"). In addition, after the expiration of the Initial Term with respect to a particular Product, the Agreement will automatically renew with respect to such Product for consecutive two (2) year terms (each, a "Renewal Period") unless either of the Parties terminates this Agreement with respect to such Product at the end of the applicable Initial Term or any applicable Renewal Period by providing the other Party with written notice, in the case of Company, at least twelve (12) months, and in the case of AAIPharma, at least eighteen (18) months, prior to the end of the applicable Initial Term or applicable Renewal Period. The Initial Term and all Renewal Periods for each Product shall be collectively referred to herein as the "Term" for such Product.

9.2 Termination. Notwithstanding Section 9.1 herein, this Agreement may be terminated as follows:

(a) by the Company, upon six (6) month's advance written notice, for any reason; or

(b) immediately upon the delivery of written notice by one Party, if the other Party materially breaches any of the provisions of this Agreement and such breach is not cured within sixty (60) calendar days after receipt of written notice identifying such breach (or if cure has been commenced during such period, if it is not diligently prosecuted to completion); or

(c) immediately upon the delivery of written notice by one Party, if the other Party has been unable to perform its obligations hereunder for one hundred twenty (120) calendar days by reason of force majeure (as defined in Section 12.11).

(d) either Party at its sole option may immediately terminate this Agreement upon written notice, but without prior advance notice, to the other Party in the event that (i) the other Party is declared insolvent or bankrupt by a court of competent jurisdiction; (ii) a voluntary petition of bankruptcy is filed in any court of competent jurisdiction by such other Party; (iii) ceases or threatens to cease to carry on business, or (iv) this Agreement is assigned by such other Party for the benefit of creditors.

(e) Company may terminate this Agreement as to any Product upon forty-five (45) days' written notice in the event that any governmental agency takes any action, or raises any objection, that prevents Company from importing, exporting, purchasing or selling such Product.

(f) Company may at any time unilaterally terminate this Agreement only with respect to an individual Product if: (i) such individual Product is withdrawn from the market; (ii) Company divests, out-licenses or otherwise disposes of such individual Product to a party other than an Affiliate of Company; provided, however, for greater certainty, that this Subsection 9.2(f) shall not entitle Company to terminate this Agreement in whole or in part in connection with a sale or other disposition of all or substantially of its interest in the Products as a whole or any significant portion thereof; or (iii) such individual Product is found to infringe a third party's Intellectual Property.

Company shall provide to AAIPharma not less than six (6) months' advance written notice of such partial termination of the Agreement except where it results from either a market withdrawal at the mandate of a competent authority having jurisdiction or an infringement as in Subsection 9.2(f)(iii) above, in which cases the termination can be effective immediately; provided, however, in respect of Subsection 9.2(f)(ii), Company may provide less than the six (6) months advance notice if the acquiring party agrees in writing to purchase the particular individual Product from AAIPharma for the balance of the notice period on the same terms and conditions as contained herein.

Any termination pursuant to this Section 9.2 may be effected with respect to this entire Agreement or with respect to any individual Product or Products, at the discretion of the terminating Party, and shall be effected by delivering written notice of such termination to the other Party and shall be effective upon the date of such written notice unless a later date is specified in such written notice.

9.3 Effect of Termination. Upon termination or expiration of this Agreement, in its entirety or with respect to any particular Product(s):

(a) Cessation of Activities. Except as provided in Section 9.3(c), AAIPharma shall stop the Manufacturing of Products; each Party shall return to the other any Confidential Information of such other Party concerning the Product(s) subject to such termination or expiration.

(b) Payments; Company to Take Product. In the event of termination by AAIPharma pursuant to Section 9.2(b), (c), or (d) above, Company shall pay AAIPharma any balance remaining of firm orders and any fees payable in accordance with the cancellation policy noted in 4.7(b). Company shall, at its option and with respect to any Products that are subject to termination, be permitted to take delivery for any Raw Materials, work-in-process (at AAIPharma's material costs) or finished Product (at prices then in effect under this Agreement).

(c) Firm Orders. If this Agreement is terminated by Company pursuant to Section 9.2(b), at Company's option, Firm Orders with respect to the Product(s) not yet started shall be cancelled, or, if requested by Company in writing, AAIPharma will, with respect to the Product(s) subject to such termination, complete or cause the completion of the Manufacturing of any work-in-process that is subject to a valid and effective Firm Order on the date on which the termination is effective. Once such work-in-process is completed, the resulting Product(s) shall be shipped in accordance with Company's Firm Orders and paid for by Company in accordance with Section 5.4.

9.4 Survival. The Parties agree that the following provisions shall survive the termination of this Agreement; the definitions of Article 1 to the extent such Definitions pertain to terms in surviving provisions, Sections 4.5, 4.6, 4.7, 6.4, 6.5, and Articles 3, 5, 7, 8, 9, 10, 11 and 12.

ARTICLE 10
CONFIDENTIALITY AND PUBLIC DISCLOSURE

10.1 AAIPharma will hold in strict confidence, and shall not disclose to any third party without Company's prior written consent, all proprietary or confidential information concerning Product, API and all materials and information provided by Company (collectively, "Company Information"). AAIPharma further agrees that it shall not use Company Information for any purpose other than the Manufacturing of Products for Company under this Agreement.

10.2 Company will hold in strict confidence, and shall not disclose to any third party without AAIPharma's prior written consent, all proprietary or confidential information and materials belonging to AAIPharma or its Affiliates ("AAIPharma Information").

10.3 "Confidential Information" shall mean Company Information and AAIPharma Information. Each Party may disclose Confidential Information only to its, and its Affiliates', directors, officers, independent contractors and employees who have need to know Confidential Information for the purposes of this Agreement, and each Party will be responsible for ensuring that all its, and its Affiliates', directors, officers, and employees to whom Confidential Information is disclosed will also observe such obligations of confidentiality and non-use as provided herein.

10.4 The above confidentiality obligation shall not apply or shall cease to apply to any information which the receiving party can demonstrate by documentary proof:

(a) is already in the possession of the receiving party at the time it is disclosed by the disclosing party;

(b) is in the public domain at the time it is disclosed by the disclosing party;

(c) enters the public domain through sources independent of the receiving party and through no fault of the receiving party;

(d) is lawfully obtained by the receiving party without any confidentiality restrictions from a third party who has a right to disclose such information to the receiving party;

(e) has been at any time developed by the receiving party independently of disclosure from the disclosing party.

10.5 Neither Party (nor any of their respective Affiliates) shall issue any press release or make any public announcement with respect to this Agreement and the transactions contemplated hereby without obtaining the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as may be required by Applicable Law upon the advice of counsel and only if the disclosing Party provides the non-disclosing Party with a reasonable opportunity to first review the release or other public announcement, to the extent practicable.

10.6 These confidentiality obligations shall survive termination or expiration of this Agreement for a period of ten (10) years.

ARTICLE 11
INTELLECTUAL PROPERTY

11.1 AAIPharma further agrees that all Company Information, know-how, data, discoveries and inventions relating to Product and API which result from the Manufacture of Products shall constitute the sole and exclusive property of Company. AAIPharma hereby assigns to Company all right, title and interest throughout the world in and to all inventions (whether or not patentable), processes, techniques, improvements, discoveries and developments discovered and reduced to practice by AAIPharma (collectively, "Project IP") in the course of providing Services which are directly and solely related to the Manufacture of Product hereunder. AAIPharma will, at the expense and the written request of Company, do all reasonable acts and things and execute all documents as Company may reasonably request to transfer to and vest in Company the ownership and registration of all intellectual property rights that may exist in such Project IP.

11.2 Company acknowledges that AAIPharma possesses certain inventions, processes, techniques, improvements, know-how, trade secrets, discoveries and other intellectual property and other proprietary assets, including drug delivery technologies (hereinafter, "AAIPharma Proprietary Technology") which have been independently developed by AAIPharma. In the event Company chooses to further develop and/or commercialize a technology comprising, in whole or in part, AAIPharma Proprietary Technology, Company will obtain a license from AAIPharma to use such AAIPharma Proprietary Technology. Such license agreement shall be memorialized in a separate agreement to be negotiated in good faith by the Parties.

11.3 Company acknowledges that AAIPharma is in the business of providing services for a variety of organizations other than Company. Accordingly, nothing in this Agreement shall preclude or limit AAIPharma from providing services or developing materials for itself or other clients, or from utilizing the general knowledge gained during the course of its performance hereunder to perform similar services for other clients, provided that such provision of services or development of materials do not constitute a breach of confidentiality under Article 10 herein.

ARTICLE 12
MISCELLANEOUS

12.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns; provided, however, that the Parties may not assign any of their rights, duties or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. No assignment by either Party of this Agreement or any of its rights or obligations hereunder shall be permitted, nor shall it be effective as between the Parties, unless and until the assignee shall have executed and delivered to the other Party an instrument in writing reasonably satisfactory to the other Party pursuant to which the assignee covenants in writing to be bound by all the obligations of the assigning Party hereunder. No assignment shall relieve the assignor of any of its obligations hereunder. Notwithstanding the foregoing, either Party may transfer or assign its rights and obligations under this Agreement to a successor to all or substantially all of its business or assets relating to this Agreement whether by sale, merger, operation of law or otherwise.

12.2 Notices. Any notice required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by hand, recognized overnight courier, confirmed facsimile transmission, or registered or certified mail service, postage prepaid, return receipt requested, to the following addresses or facsimile numbers of the Parties:

Company:

Corcept Therapeutics Inc.
149 Commonwealth Drive
Menlo Park, CA 94025
Attn: Chief Financial Officer
Fax: 650 327-3218

AAIPharma:

AAIPharma Services Corp.
2320 Scientific Park Drive
Wilmington, NC 28405
Attn: Legal Department
Fax: (910) 815-2340

All notices under this Agreement shall be deemed received (i) upon receipt when sent by hand, (ii) two (2) business days after deposit with a recognized overnight courier, (iii) upon confirmation of delivery when sent by facsimile, and (iv) five (5) business days after deposit in registered or certified mail service. A Party may change its contact information immediately upon written notice to the other Party in the manner provided in this Section.

12.3 Waiver. No delay on the part of AAIPharma or Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Any provision of this Agreement may be waived if, and only if, such waiver is in writing and signed by the Party against whom the waiver is to be effective.

12.4 Entire Agreement. This Agreement and the Quality Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, understanding and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

12.5 Amendment. This Agreement may be modified or amended only by written agreement of the Parties hereto.

12.6 Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument. This Agreement may be executed on signature pages exchanged by facsimile, in which event each Party shall promptly deliver to the others such number of original executed copies as the others may reasonably request.

12.7 Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware excluding any choice of law rules which may direct the application of the law of another state.

12.8 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to the terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties herein.

12.9 No Third Party Rights. Except as otherwise expressly set forth herein, no provision of this Agreement shall be deemed or construed in any way to result in the creation of any rights or obligations in any person not a Party to this Agreement.

12.10 Exhibits. The Exhibits referenced in this Agreement are an integral part of this Agreement and are incorporated herein by reference.

12.11 Force Majeure. If either Party is prevented from complying, either totally or in part, with any of the terms or provisions set forth herein by reason of force majeure, including, by way of example and not of limitation, fire, flood, explosion, storm, hurricane, strike, lockout

or other labor dispute, riot, war, rebellion, accidents, acts of God, or acts of governmental agencies or instrumentalities, in each case to the extent beyond its control despite its commercially reasonable efforts to avoid, minimize, and resolve such cause as promptly as possible, said Party shall (a) provide written notice of same to the other Party, and (b) subject to the obligations set forth above with respect to said Party's efforts to remove the disability, its obligations that are prevented from compliance by such force majeure are suspended, without liability, during such period of force majeure. Said notice shall be provided within ten (10) business days of the occurrence of such event and shall identify the requirements of this Agreement or such of its obligations as may be affected. The Party so affected shall give to the other Party a good faith estimate of the continuing effect of the force majeure condition and the duration of the affected Party's nonperformance.

12.12 No Other Relationship. It is expressly agreed that AAIPharma, on the one hand, and Company, on the other hand, shall be independent contractors and that nothing contained herein shall be deemed to create any joint venture or partnership between the Parties hereto, and, except as is expressly set forth herein, neither Party shall have any right by virtue of this Agreement to bind the other Party in any manner whatsoever.

12.13 Additional Product. The Parties covenant and agree that additional products may be added to this Agreement and such additional products shall be governed by the general conditions hereof with any special terms (including, without limitation, price) governed by an addendum hereto.

12.14 Dispute Resolution.

(a) Negotiated Settlement. In the event of a dispute regarding payment or the performance of Services pursuant to this Agreement (each, a "Dispute"), the Parties shall endeavor to negotiate in good faith an agreeable solution. If after ten (10) business days following receipt of a Party's written notification of a Dispute such Dispute has not been resolved, the Dispute shall be brought to the attention of the senior management of each Party and such senior manager or his/her designee will negotiate in good faith to define and implement a final resolution. The intent of this Section 12.14 is to encourage the Parties to work together to resolve any Dispute without having to rely on arbitration or any other legal proceeding. However, nothing in this Section 12.14 shall prevent or inhibit either Party to institute any other action to resolve such Dispute(s).

(b) Binding Arbitration. If not resolved in accordance with the preceding paragraph (a) then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Corcept Therapeutics Incorporated

By: /s/ Steven Lo
Printed Name: Steven Lo

Title: Sr. Vice President and Chief Commercial Officer
Date: 4/9/14

AAIPharma Services Corp.

By: /s/ R. Goshert
Printed Name: Rob Goshert

Title: Vice President, Sales and Client Services
Date: 4/7/14

Exhibit A

Commercial Purchase Pricing

300 mg Mifepristone Immediate Release Film Coated Tablets at a Batch size of [***]

Purchase Price was calculated using 2013 pricing, which is subject to the adjustment terms of this Agreement.

Table 1. Purchase Price Summary

Annual Batch Production	Cost per Tablet (USD)	Cost per 28-count Bottle (USD)	Cost per 280-count Bottle (USD)
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
	[***]	[***]	[***]

Batch Production Fee is the per bottle cost multiplied by the assumed bottle yield, respectively.

Purchase Price presented above is based on the following criteria:

- Method of manufacture: [***].
- Each Batch of tablets will be packaged as [***].
- Pricing includes:
  - Cost for excipients and packaging components [***]. See Table 2 for item costs.
  - Cost of disposable processing containment materials. See Table 2 for item costs.
- The cost of Product materials [***].
- Pricing excludes:
  - [***].
  - [***].
- The Parties agree that if Company would supply any Raw Materials to AAIPharma for the Product in addition to the API, the Purchase Price shall be adjusted accordingly.

API Loss Coverage

There will be no initial fee for any annual Stock Throughput or Liability Coverage pursuant to Section 3.10 of this Agreement as such insurance not elected by Company.

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[***] Certain information on this page has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Table 2. Raw Material, Packaging Components and Processing Containment Materials Cost

Raw Material	Spec #	$ per Kg (USD)
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

Packaging Component		$ Each (USD)
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

Processing Containment Materials	$ Each (USD)
[***]	[***]
[***]	
[***]	[***]
[***]	[***]
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Exhibit B

Specifications

(Example attached.)

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1. [***]
2. [***]

CERTIFICATION

I, Joseph K. Belanoff, M.D., certify that:

1. I have reviewed this amended Quarterly Report on Form 10-Q/A for the period ended June 30, 2014 of Corcept Therapeutics Incorporated;

2. Based on my knowledge, this 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(s) 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 15d-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, including its consolidated subsidiaries, 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 (the registrant's fourth fiscal quarter in the case of an annual report) 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(s) 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 the 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.

/s/ Joseph K. Belanoff

Joseph K. Belanoff, M.D.
Chief Executive Officer
October 22, 2014

CERTIFICATION

I, G. Charles Robb, certify that:

1. I have reviewed this amended Quarterly Report on Form 10-Q/A for the period ended June 30, 2014 of Corcept Therapeutics Incorporated;

2. Based on my knowledge, this 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(s) 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 15d-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, including its consolidated subsidiaries, 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 (the registrant's fourth fiscal quarter in the case of an annual report) 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(s) 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 the 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.

/s/ G. Charles Robb

G. Charles Robb
Chief Financial Officer
October 22, 2014

Corcept Therapeutics Incorporated

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the amended Quarterly Report of Corcept Therapeutics Incorporated (the "Company") on Form 10-Q/A for the period ended June 30, 2014 (the "Report"), I, Joseph K. Belanoff, M.D., Chief Executive Officer of 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:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

/s/ Joseph K. Belanoff
Joseph K. Belanoff, M.D.
Chief Executive Officer
October 22, 2014

This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corcept Therapeutics Incorporated under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in such filing.

Corcept Therapeutics Incorporated

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the amended Quarterly Report of Corcept Therapeutics Incorporated (the "Company") on Form 10-Q/A for the period ended June 30, 2014 (the "Report"), I, G. Charles Robb, Chief Financial Officer of 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:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

/s/ G. Charles Robb
G. Charles Robb
Chief Financial Officer
October 22, 2014

This certification is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Corcept Therapeutics Incorporated under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, irrespective of any general incorporation language contained in such filing.