UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-QSB

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

FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2007

Commission File Number **0-9314**

ACCESS PHARMACEUTICALS, INC.

(Exact name of small business issuer as specified in its charter)

Delaware	**83-0221517**
(State of Incorporation)	(I.R.S. Employer I.D. No.)

2600 Stemmons Frwy, Suite 176, Dallas, TX 75207
(Address of principal executive offices)

(214) 905-5100
Issuer's Telephone Number, Including Area Code

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 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 X No ___

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes _ No X

The number of shares outstanding of the issuer's common stock, as of May 14, 2007 was 3,535,358 shares, $0.01 par value per share.

Transitional Small Business Disclosure Format (Check One): Yes _ No X

Total No. of Pages 31

ACCESS PHARMACEUTICALS, INC.

INDEX

PART I -FINANCIAL INFORMATION

This Quarterly Report (including the information incorporated by reference) contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that involve risks and uncertainties including, but not limited to the uncertainties associated with research and development activities, clinical trials, our ability to raise capital, the timing of and our ability to achieve regulatory approvals, dependence on others to market our licensed products, collaborations, future cash flow, the timing and receipt of licensing and milestone revenues, the future success of our marketed products and products in development, our sales projections, and the sales projections of our licensing partners, our ability to achieve licensing milestones and other risks described below as well as those discussed elsewhere in this Quarterly Report, documents incorporated by reference and other documents and reports that we file periodically with the Securities and Exchange Commission. These statements include, without limitation, statements relating to our ability to continue as a going concern, anticipated product approvals and timing thereof, product opportunities, clinical trials and U.S. Food and Drug Administration ("FDA") applications, as well as our drug development strategy, our clinical development organization, expectations regarding our rate of technological developments and competition, our plan not to establish an internal marketing organization, our expectations regarding minimizing development risk and developing and introducing technology, the size of our targeted markets, the terms of future licensing arrangements, our ability to secure additional financing for our operations and our expected cash burn rate. These statements relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expects," "plans," "could," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of such terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks outlined under "Risk Factors," that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels or activity, performance or achievements expressed or implied by such forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. We are under no duty to update any of the forward-looking statements after the date of filing this Form 10-QSB to conform such statements to actual results.

ITEM 1 FINANCIAL STATEMENTS

The response to this Item is submitted as a separate section of this report.

ITEM 2 MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

OVERVIEW

Access Pharmaceuticals, Inc. ("Access" or the "Company") is a Delaware corporation. We are an emerging biopharmaceutical company developing products for use in the treatment of cancer, the supportive care of cancer, and other disease states. Our product for the management of oral mucositis, MuGard™, has received marketing clearance by the FDA as a device. Our lead clinical development program for the drug candidate ProLindac™ (formerly known as AP5346) is in Phase II clinical testing. Access also has advanced drug delivery technologies including Cobalamin™-mediated oral drug delivery and targeted delivery.

Together with our subsidiaries, we have proprietary patents or rights to one technology approved for marketing and three drug delivery technology platforms:

- MuGard™ (mucoadhesive liquid technology),
- synthetic polymer targeted delivery,
- Cobalamin-mediated oral delivery,
- Cobalamin-mediated targeted delivery.

Products

We have used our drug delivery technologies to develop the following products and product candidates:

ACCESS DRUG PORTFOLIO

Compound	Originator	Technology	Indication	FDA Filing	Clinical Stage (1)
Cancer					
MuGard™	Access	Mucoadhesive liquid	Mucositis	510(k)	Marketing clearance
ProLindac™ (Polymer Platinate, AP5346) (2)	Access - U London	Synthetic polymer	Cancer	Clinical Development(3)	Phase II
Oral Insulin	Access	Cobalamin	Diabetes	Research	Pre-Clinical
Oral Delivery System	Access	Cobalamin	Various	Research	Pre-Clinical
Cobalamin-Targeted Therapeutics	Access	Cobalamin	Anti-tumor	Research	Pre-Clinical

(1) For more information, see "Form 10-KSB, Government Regulation" for description of clinical stages.

(2) Licensed from the School of Pharmacy, The University of London. Subject to a 1% royalty and milestone payments on sales.

(3) Clinical studies being conducted in Europe and US.

Approved Products

MuGard™ - Mucoadhesive Liquid Technology (MLT)

Mucositis is a debilitating condition involving extensive inflammation of mouth tissue that affects annually an estimated 400,000 cancer patients in the United States undergoing chemotherapy and radiation treatment. Any treatment that would accelerate healing and/or diminish the rate of appearance of mucositis would have a significant beneficial impact on the quality of life of these patients and may allow for more aggressive chemotherapy. We believe the potential addressable market for a mucositis product could be over $1 billion world-wide.

Access' MuGard™ is a viscous polymer solution which provides a coating for the oral cavity. MuGard™ is dispensed in a ready to use form. A multi-site, randomized clinical study was performed in the United States testing MuGard™ and MuGard™ containing an anti-inflammatory drug to determine the effect of these products on the prevention and treatment of mucositis. The data from this trial indicated that the patients using MuGard™ displayed a lower incidence of mucositis than is typically seen in the studied population with no additional benefit from the drug.

The data were retrospectively compared with two historical patient databases to evaluate the potential advantages MuGard™ may represent in the prevention, treatment and management of mucositis. The patient evaluation was conducted using the oral mucositis assessment scale, which qualifies the disease severity on a scale of 0-5. Key highlights of the comparison with the historical patient databases are as follows:

- the average severity of the disease was reduced by approximately 40%;
- the maximum intensity of the mucositis was approximately 35% lower; and
- the median peak intensity was approximately 50% lower.

These data confirmed the fact that MuGard™ could represent an important advancement in the management and prevention of mucositis. On September 20, 2006, we announced that we had submitted a Premarket Notification 510(k) application to the United States Food and Drug Administration (FDA) announcing the Company's intent to market MuGard™. On December 13, 2006, we announced that we had received marketing clearance for MuGard™ from FDA for the indication of the management of oral wounds including mucositis, aphthous ulcers and traumatic ulcers.

Access is currently seeking marketing partners to market MuGard™ in the United States and in other territories worldwide.

Products in Development Status

ProLindac™ (Polymer Platinate, AP5346) DACH Platinum

Chemotherapy, surgery and radiation are the major components in the clinical management of cancer patients. Chemotherapy serves as the primary therapy for some solid tumors and metastases and is increasingly used as an adjunct to radiation and surgery to improve their effectiveness. For chemotherapeutic agents to be effective in treating cancer patients, however, the agent must reach the target cells in effective quantities with minimal toxicity in normal tissues.

The current optimal strategy for chemotherapy involves exposing patients to the most intensive cytotoxic regimens they can tolerate and clinicians attempt to design a combination of chemotherapeutic drugs, a dosing schedule and a method of administration to increase the probability that cancerous cells will be destroyed while minimizing the harm to healthy cells. Notwithstanding clinicians' efforts, most current chemotherapeutic drugs have significant shortcomings that limit the efficacy of chemotherapy. For example, certain cancers are inherently unresponsive to chemotherapeutic agents. Alternatively, other cancers may initially respond, but subgroups of cancer cells acquire resistance to the drug during the course of therapy and the resistant cells may survive and cause a relapse. Serious toxicity, including bone marrow suppression, renal toxicity, neuropathy, or irreversible cardiotoxicity, are some of the limitations of current anti-cancer drugs that can prevent their administration in curative doses.

Oxaliplatin, a formulation of DACH platinum, is a chemotherapeutic which was initially approved in France and in Europe in 1999 for the treatment of colorectal cancer. It is now also being marketed in the United States and is generating worldwide sales in excess of $2 billion annually. Carboplatin and Cisplatin, two other approved platinum chemotherapy drugs, are not indicated for the treatment of metastatic colorectal cancer. Oxaliplatin, in combination with 5-flurouracil and folinic acid (known as the FOLFOX regime) is indicated for the first-line treatment of metastatic colorectal cancer in Europe and the U.S. The colorectal cancer market is a significant opportunity as there are over 940,000 reported new cases annually worldwide, increasing at a rate of approximately three percent per year, and 500,000 deaths.

Currently, platinum compounds are one of the largest selling categories of chemotherapeutic agents, with annual sales in excess of $3.0 billion. As is the case with all chemotherapeutic drugs, the use of such compounds is associated with serious systemic side effects. The drug development goal therefore is to enhance delivery of the active drug to the tumor and minimize the amount of active drug affecting normal organs in the body.

Utilizing a biocompatible water-soluble polymer HPMA as a drug carrier, Access' drug candidate ProLindac™, links DACH platinum to a polymer in a manner which permits the selective release of active drug to the tumor by several mechanisms, including taking advantage of the differential pH in tumor tissue compared to healthy tissue. The polymer also capitalizes on the biological differences in the permeability of blood vessels at tumor sites versus normal tissue. In this way, tumor selective delivery and platinum release is achieved. The ability of ProLindac™ to inhibit tumor growth has been evaluated in more than ten preclinical models. Compared with the marketed product oxaliplatin, ProLindac™ showed either marked superiority or superiority in most of these models. Preclinical studies of the delivery of platinum to tumors in an animal model have shown that, compared with oxaliplatin at equitoxic doses, ProLindac™ delivers in excess of 16 times more platinum to the tumor. An analysis of tumor DNA, which is the main target for anti-cancer platinum agents, has shown that ProLindac™ delivers approximately 14 times more platinum to tumor DNA than oxaliplatin. Results from preclinical efficacy studies conducted in the B16 and other tumor models have also shown that ProLindac™ is superior to oxaliplatin in inhibiting the growth of tumors. An extensive preclinical package has been developed supporting the development of ProLindac™.

In 2005 we completed a Phase I multi-center clinical study conducted in Europe, which enrolled 26 patients. The study was reported at the AACR-NCI-EORTC conference in Philadelphia in November 2005. The European trial was designed to identify the maximum tolerated dose, dose limiting toxicities, the pharmacokinetics of the platinum in plasma and the possible anti-tumor activity of ProLindac^{TM}. The open-label, non-randomized, dose-escalation Phase I study was performed at two European centers. ProLindac^{TM} was administered as an intravenous infusion over one hour, once a week on days 1, 8 and 15 of each 28-day cycle to patients with solid progressive tumors. We obtained results in 26 patients with a broad cross-section of tumor types, with doses ranging from 80-1,280 mg Pt/m^2.

Of the 26 patients, 10 were not evaluable for tumor response, principally due to withdrawal from the study prior to completing the required cycle. Of the 16 evaluable patients, 2 demonstrated a partial response, 1 experienced a partial response based on a biomarker and 4 experienced stable disease. One of the patients who attained a partial response had a melanoma with lung metastasis; a CT scan revealed a tumor decrease of greater than 50%. The other patient who responded had ovarian cancer; she had a reduction in lymph node metastasis and remission of a liver metastasis. The patient who experienced a partial response based on a biomarker was an ovarian cancer patient for whom CA-125 levels returned to normal. Also of note, a patient with cisplatin resistant cervical cancer showed a short lasting significant reduction in lung metastasis after 3 doses. However, due to toxicity, the patient could not be retreated to determine whether the partial response could be maintained.

We have commenced a European Phase II ProLindac™ trial in ovarian cancer patients who have relapsed after first line platinum therapy. The primary aim of the study is to the determine the response rate of ProLindac™ monotherapy in this patient population. The response rates for other platinum compounds in this indication are well known, and will be used for comparison.

We have provided ProLindac™ to the Moores Cancer Center at the University of California, San Diego to conduct a Phase II clinical study in patients with head and neck cancer under a physician-sponsored IND. The primary aim of the study is to demonstrate the ability of the tumor-targeting polymer system to deliver more platinum to tumors than can be attained with oxaliplatin, the approved DACH platinum compound.

The company has submitted an IND application to the US Food and Drug Administration, and has received clearance from the agency to proceed with a Phase I clinical study of ProLindac in combination with fluorouracil and leucovorin. The study is designed to evaluate the safety of ProLindac in combination with two standard drugs used to treat colorectal cancer and to establish a safe dose for Phase II clinical studies of this combination in colorectal cancer. The company is currently evaluating whether clinical development of ProLindac in this indication might proceed more rapidly by utilizing an alternative clinical strategy and/or conducting studies in the US and/or elsewhere in the world.

RECENT EVENTS

On April 26, 2007, Access and SCO Capital Partners LLC and affiliates ("SCO") agreed to extend the maturity date of an aggregate principal amount of $6,000,000 of 7.5% convertible notes to June 11, 2007 from April 27, 2007. On April 30, 2007, Access and SCO and affiliates agreed to amend an Investor Rights Agreement to extend the required filing date of a registration statement to the earlier of the filing of a future registration statement in connection with a qualified financing or August 31, 2007.

On April 24, 2007, Access and Oracle Partners LP and affiliates ("Oracle") agreed to extend the maturity date of an aggregate principal amount of $4,015,000 of 7.7% convertible notes to June 12, 2007 from April 28, 2007.

SCO, Oracle and their affiliates have extended the due dates of the convertible notes several times. If market conditions are right, we would like SCO, Oracle and their affiliates to convert the notes to equity. We cannot predict whether market conditions will be right for conversion and we do not know if SCO, Oracle and their affiliates will convert or extend the maturity date of the notes in the future.

On April 19, 2007 we announced we had entered into an agreement to acquire Somanta Pharmaceuticals, Inc. Pursuant to the terms of the merger agreement, upon consummation of the acquisition, Somanta's preferred and common shareholders would receive an aggregate of 1.5 million shares of Access' common shares which would represent approximately 13% of the combined company assuming the conversion of Access' existing convertible debt under existing terms of conversion. The closing of the transaction is subject to numerous conditions including receipt of necessary approvals including approval of Somanta shareholders. There can be no assurance that the transaction will be consummated or if consummated that it will be on the terms described herein.

LIQUIDITY AND CAPITAL RESOURCES

We have funded our operations primarily through private sales of common stock and convertible notes and our principal source of liquidity is cash and cash equivalents. Contract research payments, licensing fees and milestone payments from corporate alliances and mergers have also provided funding for operations. As of March 31, 2006 our cash and cash equivalents and short-term investments were $3,083,000 and our net cash burn rate for the three months ending March 31, 2007 was approximately $435,000 per month. Our working capital deficit was $9,302,000. Our working capital at March 31, 2006 represented a decrease of $3,520,000 as compared to our working capital deficit as of December 31, 2006 of $5,782,000. Our working capital is negative reflecting approximately $10.9 million of debt that becomes due prior to March 31, 2008 and $899,000 of accrued interest payments accrued at March 31, 2007.

As of March 31, 2007, the Company did not have enough capital to achieve its long-term goals.

We do not have sufficient funds to repay our convertible notes at their maturity. We may not be able to restructure the convertible notes or obtain additional financing to repay them on terms acceptable to us, if at all. If we raise additional funds by selling equity securities, the relative equity ownership of our existing investors would be diluted and the new investors could obtain terms more favorable than previous investors. A failure to restructure our convertible notes or obtain additional funding to repay the convertible notes and support our working capital and operating requirements, could cause us to be in default of our convertible notes and prevent us from making expenditures that are needed to allow us to maintain our operations. A failure to restructure our existing convertible notes or obtain necessary additional capital in the future could jeopardize our operations.

We have generally incurred negative cash flows from operations since inception, and have expended, and expect to continue to expend in the future, substantial funds to complete our planned product development efforts. Since inception, our expenses have significantly exceeded revenues, resulting in an accumulated deficit as of March 31, 2007 of $81,799,000. We expect that our capital resources will be adequate to fund our current level of operations for just over six months, excluding any obligation to repay the convertible notes and the debt service on the convertible notes, which at this time we do not have the ability to pay. We cannot assure you that we will ever be able to generate significant product revenue or achieve or sustain profitability. We currently do not have the cash resources to repay our debt obligations due in June and September 2007. We plan to satisfy our obligations under the notes either through conversion of the notes into equity or through the sale of equity.

All shares and per share information reflect a one for five reverse stock split effected June 5, 2006.

SCO Capital Partners LLC - Notes and Warrants

On December 6, 2006, we entered into a secured note and warrant purchase agreement pursuant to which we sold and issued an aggregate of $500,000 of 7.5% convertible notes now due June 11, 2007 and warrants to purchase 386,364 shares of common stock of Access. Net proceeds to Access were $450,000. The notes and warrants were sold in a private placement to a group of accredited investors led by SCO and affiliates. Each noteholder received a warrant to purchase a number of shares of common stock of Access equal to 75% of the total number shares of Access common stock into which such holder's note is convertible. Each warrant has an exercise price of $1.32 per share and is exercisable at any time prior to December 6, 2012.

On October 24, 2006, we entered into a secure note and warrant purchase agreement pursuant to which we sold and issued an aggregate of $500,000 of 7.5% convertible notes now due June 11, 2007 and warrants to purchase 386,364 shares of common stock of Access. Net proceeds to Access were $450,000. The notes and warrants were sold in a private placement to a group of accredited investors led by SCO and affiliates. Each noteholder received a warrant to purchase a number of shares of common stock of Access equal to 75% of the total number shares of Access common stock into which such holder's note is convertible. Each warrant has an exercise price of $1.32 per share and is exercisable at any time prior to October 24, 2012.

On February 16, 2006, we entered into a secured note and warrant purchase agreement pursuant to which we sold and issued an aggregate of $5,000,000 of 7.5% convertible notes now due June 11, 2007 and warrants to purchase an aggregate of 3,863,634 shares of common stock of Access. Net proceeds to Access were $4.5 million after offering costs of approximately $500,000, which are being amortized to interest expense over the term of the debt. The notes and warrants were sold in a private placement to a group of accredited investors led by SCO and its affiliates. Each noteholder received a warrant to purchase a number of shares of common stock of Access equal to 75% of the total number shares of Access common stock into which such holder's note is convertible. Each warrant has an exercise price of $1.32 per share and is exercisable at any time prior to February 16, 2012.

All the secured notes mature on June 11, 2007, are convertible into Access common stock at a fixed conversion rate of $1.10 per share, bear interest of 7.5% per annum and are secured by the assets of Access. Each note may be converted at the option of the noteholder or Access under certain circumstances as set forth in the notes.

In the event SCO and its affiliates were to convert all of their notes and exercise all of their warrants, it would own approximately 74.1% of the voting securities of Access. Access may be required to pay in cash, up to 2% per month, as defined, as liquidated damages for failure to file and keep effective a registration statement timely as required by investor rights agreements.

In connection with the sale and issuance of notes and warrants, Access entered into an investors rights agreement whereby it granted SCO the right to designate two individuals to serve on the Board of Directors of Access while the notes are outstanding, and also granted registration rights with respect to the shares of common stock of Access underlying the notes and warrants. SCO designated Jeffrey B. Davis and Mark J. Alvino to the Board of Directors, and on March 13, 2006 Messrs, Davis and Alvino were appointed to the Board of Directors.

Uluru, Inc. - Sale of Oral/Topical Care Assets

On December 8, 2006 we amended our 2005 Asset Sale Agreement with Uluru, Inc. Access received from Uluru an upfront payment of $4.9 million at the time of the amendment, received an additional $350,000 on April 9, 2007 and in the future could receive potential milestones of up to $4.8 million based on Uluru sales. The amendment agreement included the anniversary payment due October 12, 2006, the early payment of the two year anniversary payment, and a payment in satisfaction of certain future milestones. Access also transferred to Uluru certain patent applications that Access had previously licensed to Uluru under the 2005 License Agreement. Under a new agreement, Access has acquired a license from Uluru to utilize the nanoparticle aggregate technology contained in the transferred patent applications for subcutaneous, intramuscular, intra-peritoneal and intra-tumoral drug delivery. Additionally, one future milestone was increased by $125,000.

Other Convertible Notes

One holder of $4 million worth of 7.7% convertible notes (Oracle Partners LP and related funds) has amended their notes to a new maturity date, initially to April 28 (and subsequently to June 12, 2007), with the conversion price being reduced from $27.50 per share to $5.00 per share. In addition, the Company may cause a mandatory conversion of the notes into common stock if the common stock trades at a price of at least 1.5 times the conversion price for a minimum number of trading days. There is also a provision to allow for a minimum price for conversion in the event of a change of control of the Company. This modification resulted in us recording additional debt discount of $2.1 million, which will be accreted to interest expense to the revised maturity date. At March 31, 2007, there is $100,000 of debt discount remaining.

Another noteholder, holding $5.5 million worth of 7.7% convertible notes has amended their note to a new maturity date, September 13, 2010 and elected to have the 2005 and 2006 interest of $880,000 to be paid on September 13, 2007 or earlier if the Company receives $5.0 million of new funds. The delayed interest will earn interest at a rate of 10.0%.

Since our inception, we have devoted our resources primarily to fund our research and development programs. We have been unprofitable since inception and to date have received limited revenues from the sale of products. We cannot assure you that we will be able to generate sufficient product revenues to attain profitability on a sustained basis or at all. We expect to incur losses for the next several years as we continue to invest in product research and development, preclinical studies, clinical trials and regulatory compliance. As of March 31, 2007, our accumulated deficit was $81,799,000.

FIRST QUARTER 2007 COMPARED TO FIRST QUARTER 2006

Total research spending for the first quarter of 2007 was $413,000, as compared to $756,000 for the same period in 2006, a decrease of $343,000. The decrease in expenses was primarily due to the following:

- lower costs for product manufacturing for ProLindac™ ($247,000). Product manufacturing was completed early in 2006 which we believe is adequate to supply drug product for all of our current ovarian cancer trial;
- lower costs of clinical trials for ProLindac™ ($137,000). We incurred start-up costs for the clinical trial in early 2006; and
- Other net decreases ($8,000).

The decrease in research spending is partially offset by higher salary and related cost due to the hiring of additional scientific staff ($49,000).

Total general and administrative expenses were $1,139,000 for the first quarter of 2007, an increase of $473,000 as compared to the same period in 2006. The increase in spending was due primarily to the following:

- higher salary related expenses due to stock option expenses ($203,000);
- higher investor relations expenses ($133,000) due to our increased investor relations efforts;
- increased salary and related expenses due to the hiring of a business development officer ($47,000);
- higher franchise taxes ($34,000);
- higher patent costs ($28,000); and
- by other net increases ($28,000).

Depreciation and amortization was $75,000 for the first quarter of 2007 as compared to $77,000 for the same period in 2006 reflecting a decrease of $2,000. The decrease in depreciation and amortization was due to assets becoming fully depreciated.

Total operating expenses in the first quarter of 2007 were $1,627,000 as compared to total operating expenses of $1,499,000 for the same period in 2006 an increase of $128,000.

Interest and miscellaneous income was $35,000 for the first quarter of 2007 as compared to $92,000 for the same period in 2006, a decrease of $57,000. The decrease in interest income was due to accretion of the receivable due from Uluru that was recorded in 2006.

Interest and other expense was $2,535,000 for the first quarter of 2007 as compared to $1,299,000 the same period in 2006, an increase of $1,236,000. The increase in interest and other expense was due to amortization of the discount on the Oracle convertible notes and the amortization of the SCO notes.

In 2006 there was an unrealized loss on fair value of warrants of $2,150,000 due to the warrants issued to SCO and affiliates. We changed our accounting for the warrants in the fourth quarter of 2006 and there is no unrealized losses or gains in 2007.

Net loss in the first quarter of 2007 was $4,127,000, or a $1.17 basic and diluted loss per common share, compared with a loss of $4,856,000, or a $1.38 basic and diluted loss per common share for the same period in 2006.

Recent Accounting Pronouncements

We adopted FIN 48 as of the beginning of our 2007 fiscal year. See Notes to Condensed Financial Statements.

In September 2006, the FASB issued SFAS 157, *Fair Value Measurements* (SFAS 157), which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. The provisions of SFAS 157 are effective as of the beginning of our 2008 fiscal year. We are currently evaluating the impact of adopting SFAS 157 on our financial statements.

In February 2007, the FASB issued SFAS 159, *The Fair Value Option for Financial Assets and Financial Liabilities Including an amendment of FASB Statement No. 115* (SFAS 159), which permits entities to choose to measure many financial instruments and certain other items at fair value. The provisions of SFAS 159 are effective as of the beginning of our 2008 fiscal year. We are currently evaluating the impact of adopting SFAS 159 on our financial statements.

ITEM 3 CONTROLS AND PROCEDURES

Evaluation of disclosure controls and procedures.

Our disclosure controls and procedures are designed to ensure that information required to be disclosed by us in the reports we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. An evaluation was performed under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a — 15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this quarterly report. Based on this evaluation, our management, including our Chief Executive Officer and our Chief Financial Officer, concluded that, as of March 31, 2007 our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in the reports we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms.

Changes in Internal Control over Financial Reporting

For the quarter ended March 31, 2007, there have been no changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

RISK FACTORS

The risk factors set forth below, other than the risks under the heading "Additional Risks", were previously discussed in our Form 10-KSB for the fiscal year ended December 31, 2006. There have not been any material changes from the risk factors previously disclosed in our Form 10-KSB, other than the risks under the heading "Additional Risks". These risk factors are not the only ones facing the Company. Additional risks and uncertainties not currently deemed to be material may also materially or adversely affect our financial condition and/or operating results.

Although Access and Somanta expect that the merger will result in benefits to the combined company, the combined company may not realize those benefits because of integration and other challenges.

Access' ability to realize the anticipated benefits of the merger will depend, in part, on the ability of Access to integrate the business of Somanta with the business of Access. The combination of two independent companies is a complex, costly and time-consuming process. This process may disrupt the business of either or both of the companies, and may not result in the full benefits expected by Access and Somanta. The difficulties of combining the operations of the companies include, among others:

- unanticipated issues in integrating information, communications and other systems;
- retaining key employees;
- consolidating corporate and administrative infrastructures;
- the diversion of management's attention from ongoing business concerns; and
- coordinating geographically separate organizations.

We cannot assure you that the combination of Somanta with Access will result in the realization of the full benefits anticipated from the merger.

Without obtaining adequate capital funding, we may not be able to continue as a going concern.

The report of our independent registered public accounting firm for the fiscal year ended December 31, 2006 contained a fourth explanatory paragraph to reflect its significant doubt about our ability to continue a going concern as a result of our history of losses and our liquidity position, as discussed herein and in this Form 10-QSB. If we are unable to obtain adequate capital funding in the future, we may not be able to continue as a going concern, which would have an adverse effect on our business and operations, and investors' investment in us may decline.

We have experienced a history of losses, we expect to incur future losses and we may be unable to obtain necessary additional capital to fund operations in the future.

We have recorded minimal revenue to date and we have incurred a cumulative operating loss of approximately $81.8 million through March 31, 2007. Net losses for the years ended 2006, 2005 and 2004 were $12,874,000, $1,700,000 and $10,238,000, respectively. Our losses have resulted principally from costs incurred in research and development activities related to our efforts to develop clinical drug candidates and from the associated administrative costs. We expect to incur additional operating losses over the next several years. We also expect cumulative losses to increase if we expand research and development efforts and preclinical and clinical trials. Our net cash burn rate for the three months ended March 31, 2007 was approximately $435,000 per month. We project our net cash burn rate for the next six months to be approximately $450,000 per month. Capital expenditures are forecasted to be minor for the next seven months.

We require substantial capital for our development programs and operating expenses, to pursue regulatory clearances and to prosecute and defend our intellectual property rights. We believe that our existing capital resources, interest income, product sales, royalties and revenue from possible licensing agreements and collaborative agreements will be sufficient to fund our currently expected operating expenses and capital requirements for six months (other than debt and interest obligations including the approximately $6 million of Senior Convertible notes due June 11, 2007 plus accrued interest; and approximately $4.0 million of convertible notes which are required to be repaid June 12, 2007 plus accrued interest; and capitalized interest of $880,000 due September 13, 2007). We will need to raise substantial additional capital to support our ongoing operations and debt obligations.

If we do raise additional funds by issuing equity securities, further dilution to existing stockholders would result and future investors may be granted rights superior to those of existing stockholders. If adequate funds are not available to us through additional equity offerings, we may be required to delay, reduce the scope of or eliminate one or more of our research and development programs or to obtain funds by entering into arrangements with collaborative partners or others that require us to issue additional equity securities or to relinquish rights to certain technologies or drug candidates that we would not otherwise issue or relinquish in order to continue independent operations.

We do not have operating revenue and we may never attain profitability.

To date, we have funded our operations primarily through private sales of common stock and convertible notes. Contract research payments and licensing fees from corporate alliances and mergers have also provided funding for our operations. Our ability to achieve significant revenue or profitability depends upon our ability to successfully complete the development of drug candidates, to develop and obtain patent protection and regulatory approvals for our drug candidates and to manufacture and commercialize the resulting drugs. We sold our only revenue producing assets to Uluru, Inc. in October 2005. We are not expecting any revenues in the short-term from our other assets. Furthermore, we may not be able to ever successfully identify, develop, commercialize, patent, manufacture, obtain required regulatory approvals and market any additional products. Moreover, even if we do identify, develop, commercialize, patent, manufacture, and obtain required regulatory approvals to market additional products, we may not generate revenues or royalties from commercial sales of these products for a significant number of years, if at all. Therefore, our proposed operations are subject to all the risks inherent in the establishment of a new business enterprise. In the next few years, our revenues may be limited to minimal product sales and royalties, any amounts that we receive under strategic partnerships and research or drug development collaborations that we may establish and, as a result, we may be unable to achieve or maintain profitability in the future or to achieve significant revenues in order to fund our operations.

We may not be able to pay our debt and other obligations and our assets may be seized as a result.

We may not generate the cash flow required to pay our liabilities as they become due. Our outstanding debt includes $6 million of Senior Convertible notes due June 11, 2007, and approximately $4.0 million of our Convertible Subordinated Notes due June 12, 2007 and $5.5 million is due in September 2010. We also have capitalized interest of $880,000 plus interest due the Company otherwise it will be due September 13, 2007.

If our cash flow is inadequate to meet these obligations, we will default on the notes. Any default on the notes could allow our note holders to foreclose upon our assets, force us into bankruptcy. We may be unable to repay or repurchase or restructure the convertible subordinated notes due in June 2007 and September 2010 and be forced into bankruptcy. In the event of a default, the holders of our secured convertible notes have the right to foreclose on substantially all of our assets, which could force us to curtail or cease our business operations.

The holders of our convertible notes may require us to repurchase or prepay all of the outstanding convertible notes under certain circumstances. We may not have sufficient cash reserves to repurchase the convertible notes at such time, which would cause an event of default under the convertible notes and may force us to declare bankruptcy.

We may not successfully commercialize our drug candidates.

Our drug candidates are subject to the risks of failure inherent in the development of pharmaceutical products based on new technologies and our failure to develop safe, commercially viable drugs would severely limit our ability to become profitable or to achieve significant revenues. We may be unable to successfully commercialize our drug candidates because:

- some or all of our drug candidates may be found to be unsafe or ineffective or otherwise fail to meet applicable regulatory standards or receive necessary regulatory clearances;
- our drug candidates, if safe and effective, may be too difficult to develop into commercially viable drugs;
- it may be difficult to manufacture or market our drug candidates on a large scale;
- proprietary rights of third parties may preclude us from marketing our drug candidates; and
- third parties may market superior or equivalent drugs.

The success of our research and development activities, upon which we primarily focus, is uncertain.

Our primary focus is on our research and development activities and the commercialization of compounds covered by proprietary biopharmaceutical patents and patent applications. Research and development activities, by their nature, preclude definitive statements as to the time required and costs involved in reaching certain objectives. Actual research and development costs, therefore, could exceed budgeted amounts and estimated time frames may require extension. Cost overruns, unanticipated regulatory delays or demands, unexpected adverse side effects or insufficient therapeutic efficacy will prevent or substantially slow our research and development effort and our business could ultimately suffer. We anticipate that we will remain principally engaged in research and development activities for an indeterminate, but substantial, period of time.

We may be unable to successfully develop, market, or commercialize our products or our product candidates without establishing new relationships and maintaining current relationships.

Our strategy for the research, development and commercialization of our potential pharmaceutical products may require us to enter into various arrangements with corporate and academic collaborators, licensors, licensees and others, in addition to our existing relationships with other parties. Specifically, we may seek to joint venture, sublicense or enter other marketing arrangements with parties that have an established marketing capability or we may choose to pursue the commercialization of such products on our own. We may, however, be unable to establish such additional collaborative arrangements, license agreements, or marketing agreements as we may deem necessary to develop, commercialize and market our potential pharmaceutical products on acceptable terms. Furthermore, if we maintain and establish arrangements or relationships with third parties, our business may depend upon the successful performance by these third parties of their responsibilities under those arrangements and relationships.

Our ability to successfully commercialize, and market our product candidates could be limited if a number of these existing relationships were terminated.

Furthermore, our strategy with respect to our polymer platinate program is to enter into a licensing agreement with a pharmaceutical company pursuant to which the further costs of developing a product would be shared with our licensing partner. Although we have had discussions with potential licensing partners with respect to our polymer platinate program, to date we have not entered into any licensing arrangement. We may be unable to execute our licensing strategy for polymer platinate.

W e may be unable to successfully manufacture our products and our product candidates in clinical quantities or for commercial purposes without the assistance of contract manufacturers, which may be difficult for us to obtain and maintain.

W e have limited experience in the manufacture of pharmaceutical products in clinical quantities or for commercial purposes and we may not be able to manufacture any new pharmaceutical products that we may develop. As a result, we have established, and in the future intend to establish arrangements with contract manufacturers to supply sufficient quantities of products to conduct clinical trials and for the manufacture, packaging, labeling and distribution of finished pharmaceutical products if any of our potential products are approved for commercialization. If we are unable to contract for a sufficient supply of our potential pharmaceutical products on acceptable terms, our preclinical and human clinical testing schedule may be delayed, resulting in the delay of our clinical programs and submission of product candidates for regulatory approval, which could cause our business to suffer. Our business could suffer if there are delays or difficulties in establishing relationships with manufacturers to produce, package, label and distribute our finished pharmaceutical or other medical products, if any, market introduction and subsequent sales of such products. Moreover, contract manufacturers that we may use must adhere to current Good Manufacturing Practices, as required by the FDA. In this regard, the FDA will not issue a pre-market approval or product and establishment licenses, where applicable, to a manufacturing facility for the products until the manufacturing facility passes a pre-approval plant inspection. If we are unable to obtain or retain third party manufacturing on commercially acceptable terms, we may not be able to commercialize our products as planned. Our potential dependence upon third parties for the manufacture of our products may adversely affect our ability to generate profits or acceptable profit margins and our ability to develop and deliver such products on a timely and competitive basis.

ProLindac™ is manufactured by third parties for our Phase II clinical trials. Manufacturing is ongoing for the current clinical trials. Certain manufacturing steps are conducted by the Company to enable significant cost savings to be realized.

We are subject to extensive governmental regulation which increases our cost of doing business and may affect our ability to commercialize any new products that we may develop.

The FDA and comparable agencies in foreign countries impose substantial requirements upon the introduction of pharmaceutical products through lengthy and detailed laboratory, preclinical and clinical testing procedures and other costly and time-consuming procedures to establish their safety and efficacy. All of our drugs and drug candidates require receipt and maintenance of governmental approvals for commercialization. Preclinical and clinical trials and manufacturing of our drug candidates will be subject to the rigorous testing and approval processes of the FDA and corresponding foreign regulatory authorities. Satisfaction of these requirements typically takes a significant number of years and can vary substantially based upon the type, complexity and novelty of the product. The status of our principal products is as follows:

- A mucoadhesive liquid technology product, MuGard™, has received marketing approval by the FDA.
- ProLindac™ is currently in a Phase II trial in Europe and a Phase II trial in the US.
- ProLindac™ has been approved for an additional Phase I trial in the US by the FDA.
- Cobalamin™ mediated delivery technology is currently in the pre-clinical phase.
- We also have other products in the preclinical phase.

Due to the time consuming and uncertain nature of the drug candidate development process and the governmental approval process described above, we cannot assure you when we, independently or with our collaborative partners, might submit a NDA, for FDA or other regulatory review.

Government regulation also affects the manufacturing and marketing of pharmaceutical products. Government regulations may delay marketing of our potential drugs for a considerable or indefinite period of time, impose costly procedural requirements upon our activities and furnish a competitive advantage to larger companies or companies more experienced in regulatory affairs. Delays in obtaining governmental regulatory approval could adversely affect our marketing as well as our ability to generate significant revenues from commercial sales. Our drug candidates may not receive FDA or other regulatory approvals on a timely basis or at all. Moreover, if regulatory approval of a drug candidate is granted, such approval may impose limitations on the indicated use for which such drug may be marketed. Even if we obtain initial regulatory approvals for our drug candidates, Access, our drugs and our manufacturing facilities would be subject to continual review and periodic inspection, and later discovery of previously unknown problems with a drug, manufacturer or facility may result in restrictions on the marketing or manufacture of such drug, including withdrawal of the drug from the market. The FDA and other regulatory authorities stringently apply regulatory standards and failure to comply with regulatory standards can, among other things, result in fines, denial or withdrawal of regulatory approvals, product recalls or seizures, operating restrictions and criminal prosecution.

The uncertainty associated with preclinical and clinical testing may affect our ability to successfully commercialize new products.

Before we can obtain regulatory approvals for the commercial sale of any of our potential drugs, the drug candidates will be subject to extensive preclinical and clinical trials to demonstrate their safety and efficacy in humans. Preclinical or clinical trials of any of our future drug candidates may not demonstrate the safety and efficacy of such drug candidates at all or to the extent necessary to obtain regulatory approvals. In this regard, for example, adverse side effects can occur during the clinical testing of a new drug on humans which may delay ultimate FDA approval or even lead us to terminate our efforts to develop the drug for commercial use. Companies in the biotechnology industry have suffered significant setbacks in advanced clinical trials, even after demonstrating promising results in earlier trials. In particular, polymer platinate has taken longer to progress through clinical trials than originally planned. This extra time has not been related to concerns of the formulations but rather due to the lengthy regulatory process. The failure to adequately demonstrate the safety and efficacy of a drug candidate under development could delay or prevent regulatory approval of the drug candidate. A delay or failure to receive regulatory approval for any of our drug candidates could prevent us from successfully commercializing such candidates and we could incur substantial additional expenses in our attempts to further develop such candidates and obtain future regulatory approval.

We may incur substantial product liability expenses due to the use or misuse of our products for which we may be unable to obtain insurance coverage.

Our business exposes us to potential liability risks that are inherent in the testing, manufacturing and marketing of pharmaceutical products. These risks will expand with respect to our drug candidates, if any, that receive regulatory approval for commercial sale and we may face substantial liability for damages in the event of adverse side effects or product defects identified with any of our products that are used in clinical tests or marketed to the public. We generally procure product liability insurance for drug candidates that are undergoing human clinical trials. Product liability insurance for the biotechnology industry is generally expensive, if available at all, and as a result, we may be unable to obtain insurance coverage at acceptable costs or in a sufficient amount in the future, if at all. We may be unable to satisfy any claims for which we may be held liable as a result of the use or misuse of products which we have developed, manufactured or sold and any such product liability claim could adversely affect our business, operating results or financial condition.

We may incur significant liabilities if we fail to comply with stringent environmental regulations or if we did not comply with these regulations in the past.

Our research and development processes involve the controlled use of hazardous materials. We are subject to a variety of federal, state and local governmental laws and regulations related to the use, manufacture, storage, handling and disposal of such material and certain waste products. Although we believe that our activities and our safety procedures for storing, using, handling and disposing of such materials comply with the standards prescribed by such laws and regulations, the risk of accidental contamination or injury from these materials cannot be completely eliminated. In the event of such accident, we could be held liable for any damages that result and any such liability could exceed our resources.

Intense competition may limit our ability to successfully develop and market commercial products.

The biotechnology and pharmaceutical industries are intensely competitive and subject to rapid and significant technological change. Our competitors in the United States and elsewhere are numerous and include, among others, major multinational pharmaceutical and chemical companies, specialized biotechnology firms and universities and other research institutions.

The following products may compete with polymer platinate:

- Cisplatin, marketed by Bristol-Myers Squibb, the originator of the drug, and several generic manufacturers;
- Carboplatin, marketed by Bristol-Myers Squibb in the US; and
- Oxaliplatin, marketed exclusively by Sanofi-Aventis.

The following companies are working on therapies and formulations that may be competitive with our polymer platinate:

- Antigenics and Regulon are developing liposomal platinum formulations;
- Spectrum Pharmaceuticals and GPC Biotech are developing oral platinum formulations;
- Poniard Pharmaceuticals is developing both iv and oral platinum formulations;
- Nanocarrier and Debio are developing micellar nanoparticle platinum formulations; and
- American Pharmaceutical Partners, Cell Therapeutics, Daiichi, and Enzon are developing alternate drugs in combination with polymers and other drug delivery systems.

Companies working on therapies and formulations that may be competitive with our vitamin mediated drug delivery system are Bristol-Myers Squibb, Centocor (acquired by Johnson & Johnson), Endocyte, GlaxoSmithKline, Imclone and Xoma which are developing targeted monoclonal antibody therapy.

Amgen, Carrington Laboratories, CuraGen Corporation, Cytogen Corporation, Endo Pharmaceuticals, , MGI Pharma, Nuvelo, Inc. and OSI Pharmaceuticals are developing products to treat mucositis that may compete with our mucoadhesive liquid technology.

BioDelivery Sciences International, Biovail Corporation, Cellgate, CIMA Labs, Inc., Cytogen Corporation, Depomed Inc., Emisphere Technologies, Inc., Eurand, Flamel Technologies, Nobex and Xenoport are developing products which compete with our oral drug delivery system.

Many of these competitors have and employ greater financial and other resources, including larger research and development, marketing and manufacturing organizations. As a result, our competitors may successfully develop technologies and drugs that are more effective or less costly than any that we are developing or which would render our technology and future products obsolete and noncompetitive.

In addition, some of our competitors have greater experience than we do in conducting preclinical and clinical trials and obtaining FDA and other regulatory approvals. Accordingly, our competitors may succeed in obtaining FDA or other regulatory approvals for drug candidates more rapidly than we do. Companies that complete clinical trials, obtain required regulatory agency approvals and commence commercial sale of their drugs before their competitors may achieve a significant competitive advantage. Drugs resulting from our research and development efforts or from our joint efforts with collaborative partners therefore may not be commercially competitive with our competitors' existing products or products under development.

Our ability to successfully develop and commercialize our drug candidates will substantially depend upon the availability of reimbursement funds for the costs of the resulting drugs and related treatments.

The successful commercialization of, and the interest of potential collaborative partners to invest in the development of our drug candidates, may depend substantially upon reimbursement of the costs of the resulting drugs and related treatments at acceptable levels from government authorities, private health insurers and other organizations, including health maintenance organizations, or HMOs. Limited reimbursement for the cost of any drugs that we develop may reduce the demand for, or price of such drugs, which would hamper our ability to obtain collaborative partners to commercialize our drugs, or to obtain a sufficient financial return on our own manufacture and commercialization of any future drugs.

The market may not accept any pharmaceutical products that we successfully develop.

The drugs that we are attempting to develop may compete with a number of well-established drugs manufactured and marketed by major pharmaceutical companies. The degree of market acceptance of any drugs developed by us will depend on a number of factors, including the establishment and demonstration of the clinical efficacy and safety of our drug candidates, the potential advantage of our drug candidates over existing therapies and the reimbursement policies of government and third-party payers. Physicians, patients or the medical community in general may not accept or use any drugs that we may develop independently or with our collaborative partners and if they do not, our business could suffer.

Trends toward managed health care and downward price pressures on medical products and services may limit our ability to profitably sell any drugs that we may develop.

Lower prices for pharmaceutical products may result from:

- third-party payers' increasing challenges to the prices charged for medical products and services;
- the trend toward managed health care in the United States and the concurrent growth of HMOs and similar organizations that can control or significantly influence the purchase of healthcare services and products; and
- legislative proposals to reform healthcare or reduce government insurance programs.

The cost containment measures that healthcare providers are instituting, including practice protocols and guidelines and clinical pathways, and the effect of any healthcare reform, could limit our ability to profitably sell any drugs that we may successfully develop. Moreover, any future legislation or regulation, if any, relating to the healthcare industry or third-party coverage and reimbursement, may cause our business to suffer.

We may not be successful in protecting our intellectual property and proprietary rights.

Our success depends, in part, on our ability to obtain U.S. and foreign patent protection for our drug candidates and processes, preserve our trade secrets and operate our business without infringing the proprietary rights of third parties. Legal standards relating to the validity of patents covering pharmaceutical and biotechnological inventions and the scope of claims made under such patents are still developing and there is no consistent policy regarding the breadth of claims allowed in biotechnology patents. The patent position of a biotechnology firm is highly uncertain and involves complex legal and factual questions. We cannot assure you that any existing or future patents issued to, or licensed by, us will not subsequently be challenged, infringed upon, invalidated or circumvented by others. As a result, although we, together with our subsidiaries, are either the owner or licensee to 13 U.S. patents and to 9 U.S. patent applications now pending, and 4 European patents and 12 European patent applications, we cannot assure you that any additional patents will issue from any of the patent applications owned by, or licensed to, us. Furthermore, any rights that we may have under issued patents may not provide us with significant protection against competitive products or otherwise be commercially viable.

Our patents for the following technologies expire in the years and during the date ranges indicated below:

- Mucoadhesive technology in 2021,
- ProLindac™ in 2021,
- Cobalamin mediated technology between 2007 and 2019

In addition to issued patents, we have a number of pending patent applications. If issued, the patents underlying theses applications could extend the patent life of our technologies beyond the dates listed above.

Patents may have been granted to third parties or may be granted covering products or processes that are necessary or useful to the development of our drug candidates. If our drug candidates or processes are found to infringe upon the patents or otherwise impermissibly utilize the intellectual property of others, our development, manufacture and sale of such drug candidates could be severely restricted or prohibited. In such event, we may be required to obtain licenses from third parties to utilize the patents or proprietary rights of others. We cannot assure you that we will be able to obtain such licenses on acceptable terms, if at all. If we become involved in litigation regarding our intellectual property rights or the intellectual property rights of others, the potential cost of such litigation, regardless of the strength of our legal position, and the potential damages that we could be required to pay could be substantial.

Our business could suffer if we lose the services of, or fail to attract, key personnel.

We are highly dependent upon the efforts of our senior management and scientific team, including our President and Chief Executive Officer, Stephen R. Seiler. The loss of the services of one or more of these individuals could delay or prevent the achievement of our research, development, marketing, or product commercialization objectives. While we have employment agreements with Stephen R. Seiler, David P. Nowotnik, PhD our Senior Vice President Research and Development, and Stephen B. Thompson, our Vice President and Chief Financial Officer, their employment may be terminated by them or us at any time. Mr. Seiler's, Dr. Nowotnik's and Mr. Thompson's agreements expire within one year and are extendable each year on the anniversary date. We do not have employment contracts with our other key personnel. We do not maintain any "key-man" insurance policies on any of our key employees and we do not intend to obtain such insurance. In addition, due to the specialized scientific nature of our business, we are highly dependent upon our ability to attract and retain qualified scientific and technical personnel. In view of the stage of our development and our research and development programs, we have restricted our hiring to research scientists and a small administrative staff and we have made only limited investments in manufacturing, production, sales or regulatory compliance resources. There is intense competition among major pharmaceutical and chemical companies, specialized biotechnology firms and universities and other research institutions for qualified personnel in the areas of our activities, however, and we may be unsuccessful in attracting and retaining these personnel.

An investment in our common stock may be less attractive because it is not traded on a recognized public market.

Our common stock has traded on the OTC Bulletin Board, or OTCBB since June 5, 2006. From February 1, 2006 until June 5, 2006 we traded on the "Pink Sheets" after our common stock was de-listed from trading on AMEX. The OTCBB and Pink Sheets are viewed by most investors as a less desirable, and less liquid, marketplace. As a result, an investor may find it more difficult to purchase, dispose of or obtain accurate quotations as to the value of our common stock.

Our common stock is subject to Rules 15g-1 through 15g-9 under the Exchange Act, which imposes certain sales practice requirements on broker-dealers who sell our common stock to persons other than established customers and "accredited investors" (as defined in Rule 501(c) of the Securities Act). For transactions covered by this rule, a broker-dealer must make a special suitability determination for the purchaser and have received the purchaser's written consent to the transaction prior to the sale. This rule adversely affects the ability of broker-dealers to sell our common stock and purchasers of our common stock to sell their shares of our common stock.

Additionally, our common stock is subject to SEC regulations applicable to "penny stock." Penny stock includes any non-NASDAQ equity security that has a market price of less than $5.00 per share, subject to certain exceptions. The regulations require that prior to any non-exempt buy/sell transaction in a penny stock, a disclosure schedule proscribed by the SEC relating to the penny stock market must be delivered by a broker-dealer to the purchaser of such penny stock. This disclosure must include the amount of commissions payable to both the broker-dealer and the registered representative and current price quotations for our common stock. The regulations also require that monthly statements be sent to holders of penny stock that disclose recent price information for the penny stock and information of the limited market for penny stocks. These requirements adversely affect the market liquidity of our common stock.

Ownership of our shares is concentrated in the hands of a few investors which could limit the ability of our other stockholders to influence the direction of the company.

As calculated by the SEC rules of beneficial ownership, SCO Capital Partners LLC and affiliates, Larry N. Feinberg (Oracle Partners LP, Oracle Institutional Partners LP and Oracle Investment Management Inc.), and Jeffrey B. Davis each beneficially owned approximately 74.1%, 26.4%, and 14.9%, respectively, of our common stock as of March 31, 2007. Accordingly, they collectively may have the ability to significantly influence or determine the election of all of our directors or the outcome of most corporate actions requiring stockholder approval. They may exercise this ability in a manner that advances their best interests and not necessarily those of our other stockholders.

Provisions of our charter documents could discourage an acquisition of our company that would benefit our stockholders and may have the effect of entrenching, and making it difficult to remove, management.

Provisions of our Certificate of Incorporation, By-laws and Stockholders Rights Plan may make it more difficult for a third party to acquire control of the Company, even if a change in control would benefit our stockholders. In particular, shares of our preferred stock may be issued in the future without further stockholder approval and upon such terms and conditions, and having such rights, privileges and preferences, as our Board of Directors may determine, including, for example, rights to convert into our common stock. The rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of any of our preferred stock that may be issued in the future. The issuance of our preferred stock, while providing desirable flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire control of us. This could limit the price that certain investors might be willing to pay in the future for shares of our common stock and discourage these investors from acquiring a majority of our common stock. Further, the existence of these corporate governance provisions could have the effect of entrenching management and making it more difficult to change our management.

Substantial sales of our common stock could lower our stock price.

The market price for our common stock could drop as a result of sales of a large number of our presently outstanding shares or shares that we may issue or be obligated to issue in the future. All of the 3,535,358 shares of our common stock that are outstanding as of May 14, 2007, are unrestricted and freely tradable or tradable pursuant to a resale registration statement or under Rule 144 of the Securities Act or are covered by a registration rights agreement.

Failure to achieve and maintain effective internal controls could have a material adverse effect on our business.

Effective internal controls are necessary for us to provide reliable financial reports. If we cannot provide reliable financial reports, our operating results could be harmed. All internal control systems, no matter how well designed, have inherent limitations. Therefore, even those systems determined to be effective can provide only reasonable assurance with respect to financial statement preparation and presentation.

While we continue to evaluate and improve our internal controls, we cannot be certain that these measures will ensure that we implement and maintain adequate controls over our financial processes and reporting in the future. Any failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations.

Failure to achieve and maintain an effective internal control environment could cause investors to lose confidence in our reported financial information, which could have a material adverse effect on our stock price.

PART II -- OTHER INFORMATION

ITEM 1 LEGAL PROCEEDINGS

None

ITEM 2 UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None

ITEM 3 DEFAULTS UPON SENIOR SECURITIES

None

ITEM 4 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

ITEM 5 OTHER INFORMATION

None

ITEM 6 EXHIBITS

Exhibits:

2.2	Agreement and Plan of Merger, by and among Access Pharmaceuticals, Inc., Somanta Acquisition Corporation, Somanta Pharmaceuticals, Inc. Somanta Incorporated and Somanta Limited, dated April 18, 2007. (Incorporated by reference to Exhibit 2.1 to our Form 8-K dated April 18, 2007)
10.35	2007 Special Stock Option Plan and Agreement, dated January 4, 2007, by and between us and Stephen R. Seiler, President and Chief Executive Officer
10.36	Employment Agreement, dated January 4, 2007 by and between us and Stephen R. Seiler, President and Chief Executive Officer
10.37	Amendment to 7.0% (Subject to Adjustment) Convertible Promissory Notes Due April 28, 2007, dated April 24, 2007 by and between us and Oracle Partners LP and affiliates
10.38	Amendment to Amended and Restated 7.5% Secured Convertible Promissory Notes Due April 27, 2007, dated April 26, 2007 by and between us and SCO Capital Partners LLC, Beach Capital LLC and Lake End Capital LLC
10.39	Amendment To Investor Rights Agreements, dated April 30, 2007 by and between us and SCO Capital Partners LLC and Lake End Capital LLC
31.1	Certification of Chief Executive Officer of Access Pharmaceuticals, Inc. pursuant to Rule 13a-14(a)/15d-14(a)
31.2	Certification of Chief Financial Officer of Access Pharmaceuticals, Inc. pursuant to Rule 13a-14(a)/15d-14(a)
32.1*	Certification of Chief Executive Officer of Access Pharmaceuticals, Inc. pursuant to 18 U.S.C. Section 1350
32.2*	Certification of Chief Financial Officer of Access Pharmaceuticals, Inc. pursuant to 18 U.S.C. Section 1350

* This exhibit shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any filings under the Securities Act of 1933 or the Securities and Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in any filings.

SIGNATURES

In accordance with the requirements of the Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

A C C E S S PHARMACEUTICALS, INC.

Date: May, 15 2007 By: /s/ Stephen R. Seiler
Stephen R. Seiler
President and Chief Executive Officer
(Principal Executive Officer)

Date: May, 15 2007 By: /s/ Stephen B. Thompson
Stephen B. Thompson
Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Access Pharmaceuticals, Inc. and Subsidiaries

Condensed Consolidated Balance Sheets

ASSETS	March 31, 2007 (unaudited)	December 31,2006 (audited)
Current assets		
Cash and cash equivalents	$ 359,000	$ 1,194,000
Short term investments, at cost	2,724,000	3,195,000
Receivables	356,000	359,000
Prepaid expenses and other current assets	357,000	283,000
Total current assets	3,796,000	5,031,000
Property and equipment, net	207,000	212,000
Debt issuance costs, net	-	158,000
Patents, net	836,000	878,000
Licenses, net	12,000	25,000
Other assets	25,000	122,000
Total assets	$ 4,876,000	$ 6,426,000
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities		
Accounts payable and accrued expenses		
Accrued interest payable	$ 1,232,000	$ 1,226,000
Deferred revenues	899,000	581,000
Current portion of long-term debt, net of discount $101,000 at March 31, 2007 and $2,062,000 at December 31, 2006	173,000	173,000
	10,794,000	8,833,000
Total current liabilities	13,098,000	10,813,000
Long-term debt	5,500,000	5,500,000
Total liabilities	18,598,000	16,313,000
Commitments and contingencies	-	-
Stockholders' deficit		
Preferred stock - $.01 par value; authorized 2,000,000 shares; none issued or outstanding		
Common stock - $.01 par value; authorized 100,000,000 shares; issued, 3,535,358 at March 31, 2007 and 3,535,108 at December 31, 2006	-	-
Additional paid-in capital	35,000	35,000
Notes receivable from stockholders	69,091,000)	68,799,000)
Treasury stock, at cost - 163 shares	(1,045,000)	(1,045,000)
Accumulated deficit	(4,000)	(4,000)
	(81,799,000	(77,672,000)
Total stockholders' deficit	(13,722,000)	(9,887,000)
Total liabilities and stockholders' deficit	$ 4,876,000	$ 6,426,000

The accompanying notes are an integral part of these statements.

Access Pharmaceuticals, Inc. and Subsidiaries

Condensed Consolidated Statements of Operations
(unaudited)

	Three Months ended March 31,	
	2007	2006
Expenses		
Research and development	$ 413,000	$ 756,000
General and administrative	1,139,000	666,000
Depreciation and amortization	75,000	77,000
Total expenses	1,627,000	1,499,000
Loss from operations	(1,627,000)	(1,499,000)
Interest and miscellaneous income	35,000	92,000
Interest and other expense	(2,535,000)	(1,299,000)
	-	(2,150,000)
Unrealized loss on fair value of warrants	(2,500,000)	(3,357,000)
Net loss	$ (4,127,000)	$ (4,856,000)
Basic and diluted loss per common share		
Net loss allocable to common stockholders	$ (1.17)	$ (1.38)
Weighted average basic and diluted common shares outstanding	3,535,197	3,528,831

The accompanying notes are an integral part of these statements.

Access Pharmaceuticals, Inc. and Subsidiaries

Condensed Consolidated Statements of Cash Flows
(unaudited)

	Three Months ended March 31,	
	2007	2006
Cash flows from operating activities:		
Net loss	$(4,127,000)	$(4,856,000)
Adjustments to reconcile net loss to cash used in operating activities:		
Depreciation and amortization	75,000	77,000
Stock option expense	292,000	95,000
Stock expense	-	23,000
Amortization of debt costs and discounts	2,215,000	986,000
Unrealized loss on fair value of warrants	-	2,150,000
Change in operating assets and liabilities:		-
Receivables	3,000	-
Prepaid expenses and other current assets	(74,000)	58,000
Other assets	1,000	35,000
Accounts payable and accrued expenses	6,000	(150,000)
Accrued interest payable	318,000	235,000
Net cash used in operating activities	(1,291,000)	(1,347,000)
Cash flows from investing activities:		
Capital expenditures	(15,000)	-
Redemptions of short term investments and certificates of deposit	471,000	(34,000)
Net cash provided by (used in) investing activities	456,000	(34,000)
Cash flows from financing activities:		
Payments of notes payable	-	(37,000)
Proceeds from secured convertible notes payable	-	4,532,000
Net cash provided by financing activities	-	4,495,000
Net (decrease) increase in cash and cash equivalents	(835,000)	3,114,000
Cash and cash equivalents at beginning of period	1,194,000	349,000
Cash and cash equivalents at end of period	$ 359,000	$ 3,463,000
Supplemental cash flow information:		
Cash paid for interest	$ 2,000	$ 2,000

The accompanying notes are an integral part of these statements.

(1) **Interim Financial Statements**

The consolidated balance sheet as of March 31, 2007 and the consolidated statements of operations and cash flows for the three months ended March 31, 2007 and 2006 were prepared by management without audit. In the opinion of management, all adjustments, consisting only of normal recurring adjustments, except as otherwise disclosed, necessary for the fair presentation of the financial position, results of operations, and changes in financial position for such periods, have been made. All share and per share information reflect a one for five reverse stock split effected on June 5, 2006.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted. It is suggested that these interim financial statements be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-KSB for the year ended December 31, 2006. The results of operations for the period ended March 31, 2007 are not necessarily indicative of the operating results which may be expected for a full year. The consolidated balance sheet as of December 31, 2006 contains financial information taken from the audited financial statements as of that date.

The report of our independent registered public accounting firm for the fiscal year ended December 31, 2006 contained a fourth explanatory paragraph to reflect its significant doubt about our ability to continue a going concern as a result of our history of losses and our liquidity position, as discussed herein and in this Form 10-QSB. If we are unable to obtain adequate capital funding in the future, we may not be able to continue as a going concern, which would have an adverse effect on our business and operations, and investors' investment in us may decline.

(2) **Intangible Assets**

Intangible assets consist of the following (in thousands):

	March 31, 2007		December 31, 2006	
	Gross carrying value	Accumulated amortization	Gross carrying value	Accumulated amortization
Amortizable intangible assets				
	$	$		$
Patents	1,680	844	$ 1,680	802
Licenses	500	488	500	475
Total	$ 2,180	$ 1,332	$ 2,180	$ 1,277

Amortization expense related to intangible assets totaled $55,000 for each of the three months ended March 31, 2007 and 2006. The aggregate estimated amortization expense for intangible assets remaining as of March 31 is as follows (in thousands):

2007	$ 138
2008	168
2009	168
2010	168
2011	168
Thereafter	38
Total	$ 848

(3) **Liquidity**

The Company incurred significant losses from continuing operations of $4.1 million for the quarter ended March 31, 2007, $13.3 million for the year ended December 31, 2006 and $7.6 million for the year ended December 31, 2005. Additionally, at March 31, 2007, our working capital deficit is $9,302,000. As of March 31, 2007, we did not have sufficient funds to repay our convertible notes at their maturity and support our working capital and operating requirements. Our current funds will allow u s to support our working capital and operating requirements for six months. We do not have funds to pay the obligations which are due in June 2007 or September 2007 and will have to raise more funds and/or attempt to restructure the convertible notes.

(4) Stock Based Compensation

For the first quarter, we recognized stock-based compensation expense of $292,000 in 2007 and $95,000 in 2006. For the first quarter, we granted 205,000 stock options at weighted average grant prices of $3.30, under the terms of our 2005 Equity Incentive Plan and 450,000 stock options at weighted average grant prices of $2.90, under the terms of our 2007 Special Stock Option Plan.

Our weighted average Black-Scholes fair value assumptions are as follows:

	3/31/07		3/31/06	
Expected life	4.3 yrs.		2 yrs.	
Risk free interest rate	4.66	%	4.72	%
Expected volatility[(a)]	137	%	113	%
Expected dividend yield	0.0	%	0.0	%

(a) Reflects movements in our stock price over the most recent historical period equivalent to the expected life.

(5) Income Taxes

In 2006, the Financial Accounting Standards Board issued FASB Interpretation No. 48 (FIN 48), which clarifies the accounting for uncertainty in tax positions. FIN 48 requires that we recognize in our financial statements the impact of a tax position, if that position is more likely than not of being sustained on audit, based on the technical merits of the position. We adopted the provisions of FIN 48 as of the beginning of our 2007 fiscal year. There was no effect as a result of our adoption of FIN 48.

As of the beginning of our 2007 fiscal year, due to our cumulative net losses we do not have any reserves for income taxes because no taxes are due.

We file income tax returns in the U.S. federal jurisdiction and various state jurisdictions. A number of years may elapse before an uncertain tax position is audited and finally resolved. While it is often difficult to predict the final outcome or the timing of resolution of any particular uncertain tax position, we believe that our reserves for income taxes reflect the most probable outcome. We adjust these reserves, as well as the related interest, in light of changing facts and circumstances. Settlement of any particular position would usually require the use of cash. The resolution of a matter would be recognized as an adjustment to our provision for income taxes and our effective tax rate in the period of resolution.

(7) Debt

	March 31, 2007	December 31, 2006
Convertible note - Oracle and affiliates	$ 4,015,000	$ 4,015,000
Convertible note	5,500,000	5,500,000
Convertible note	880,000	880,000
	10,395,000	10,395,000
Discount	(101,000)	(456,000)
	10,294,000	9,939,000
Convertible note - SCO and affiliates	6,000,000	6,000,000
Discount	-	(1,606,000)
	6,000,000	4,394,000
Total	$ 16,294,000	$ 14,333,000
Short term	$ 10,794,000	$ 8,833,000
Long term	5,500,000	5,500,000
Total	$ 16,294,000	$ 14,333,000

(8) Subsequent Events

On April 26, 2007, Access and SCO Capital Partners LLC and affiliates ("SCO") agreed to extend the maturity date of an aggregate principal amount of $6,000,000 of 7.5% convertible notes to June 11, 2007 from April 27, 2007. On April 30, 2007, Access and SCO and affiliates agreed to amend an Investor Rights Agreement to extend the required filing date of a registration statement to the earlier of the filing of a future registration statement in connection with a qualified financing or August 31, 2007.

On April 24, 2007, Access and Oracle Partners LP and affiliates ("Oracle") agreed to extend the maturity date of an aggregate principal amount of $4,015,000 of 7.7% convertible notes to June 12, 2007 from April 28, 2007.

On April 19, 2007 we announced we had entered into an agreement to acquire Somanta Pharmaceuticals, Inc. Pursuant to the terms of the merger agreement, upon consummation of the acquisition, Somanta's preferred and common shareholders would receive an aggregate of 1.5 million shares of Access' common shares which would represent approximately 13% of the combined company assuming the conversion of Access' existing convertible debt under existing terms of conversion. The closing of the transaction is subject to numerous conditions including receipt of necessary approvals including approval of Somanta shareholders. There can be no assurance that the transaction will be consummated or if consummated that it will be on the terms described herein.

ACCESS PHARMACEUTICALS, INC.
2007 Special Stock Option Plan and Agreement

This 2007 Special Stock Option Plan and Agreement (this "Plan"), dated as of January 4, 2007 (the "Grant Date"), is by and between Access Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and Stephen Seiler (the "Grantee").

RECITALS:

A. As an inducement to the Grantee to become Chief Executive Officer of the Company, this Plan was adopted by the Board of Directors of the Company (the "Board") and awards to the Grantee, effective as of the Grant Date, an option to purchase 450,000 shares of the authorized but unissued shares of common stock, par value $0.01 per share, of the Company (the "Common Stock"); and

B. The Grantee has been designated by the Board to participate in this Plan.

In consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Option.

(a) Award. The Company hereby awards to the Grantee, pursuant to the terms and conditions set forth herein, an option (the "Option") to purchase 450,000 shares of Common Stock. The Option is not to be treated as an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.

(b) Exercise Price. The exercise price per share of Common Stock payable upon exercise of the Option is $2.90, which price is the closing price of the Common Stock as of January 3, 2007 (the last trading day preceding the Grant Date). Payment for shares of Common Stock purchased upon exercise of the Option shall be made in full upon exercise of the Option and may be made:

(i) in cash;

(ii) by check payable to the order of the Company;

(iii) subject to the approval of the committee of the Board responsible for the administration of this Plan (or the Board if no such committee exists) (the "Committee"), and to such conditions as the Committee in its sole discretion may deem necessary to avoid adverse accounting effects to the Company, by delivery to the Company of shares of Common Stock having a market value equal to the exercise price therefor (which market value shall be determined by reference to the closing price of the Common Stock on the date of exercise of the Option on any national securities exchange or other established market on which the Common Stock is then traded (or, if the Common Stock is not then so listed, the market value of the Common Stock as determined by the Committee)); or

(iv) if the Common Stock is then traded on any national securities exchange or other established market, through and under the terms and conditions of any formal cashless exercise program authorized by the Company entailing the sale of the Common Stock subject to the Option in a brokered transaction (other than to the Company).

(c) Exercise Date. The Option may be exercised at any time, in whole or in part, or from time to time, after the Grant Date and to the extent that the Option shall have become exercisable as provided in Section 2 hereof. This Plan shall not be construed to require the Option to be exercised in installments at fixed intervals.

(d) Expiration. The Option may not be exercised after January 4, 2017 or, if earlier, after the occurrence of any one of the following events:

(i) one year after the Grantee's termination of association with the Company, as an employee, or consultant , of the Company or any subsidiary, irrespective of whether the termination is voluntary or otherwise, except that the Option exercise period shall not expire (A) in the case of the Grantee's total and permanent disability, until the determination required in (ii) below shall have been made and in which case the Option exercise period shall expire in accordance with paragraph (d) (ii) below; or (B) in the case of the Grantee's death, in which case the Option exercise period shall expire in accordance with (iii) below. Military or sick leave or other bona fide leave shall not be deemed a termination of employment or other association, provided that it does not exceed the longer of ninety (90) days or the period during which the absent Grantee's reemployment rights, if any, are guaranteed by statute or by contract;

(ii) the Grantee's disability determined in accordance with that certain Employment Agreement (the "Employment Agreement"), dated as of the date hereof, by and between the Company and the Grantee. The Grantee, or his legal representative, shall have the right at any time within one year after the determination of such disability to exercise the Option to the extent the Grantee could have exercised the Option immediately before such determination pursuant to the provisions of Section 2 hereof; and

(iii) the Grantee's death during his association with the Company, if he shall not have fully exercised the Option, in which case the Option may be exercised at any time within one year after the Grantee's death by the Grantee's personal representative, beneficiary or legal heirs to the extent the Grantee could have exercised the Option immediately before his death pursuant to the provisions of Section 2 hereof. The Option shall be exercised only by the Grantee's transferee, who shall be the person or persons entitled to the Option under the Grantee's will, or, if he shall fail to make testamentary disposition of the Option, his legal representative or legal heirs. Any transferee exercising the Option must furnish the Company (A) written notice of his status as transferee; (B) evidence satisfactory to the Company to establish the validity of the transfer of the Option, and compliance with any laws or regulations pertaining to said transfer; and (C) written acceptance by the transferee of the terms and conditions of the Option as prescribed in this Plan.

(e) Rights of Holder of Option. The Grantee shall have no rights as a shareholder of the Company with respect to any shares of Common Stock subject to this Option until he shall have become the holder of record of such shares, and he shall not be entitled to any dividends or distributions or other rights in respect of such shares for which the record date is prior to the date on which he shall have become the holder of record thereof.

2. Vesting. The Option granted hereunder shall not be exercisable except to the extent it shall have vested. The Option shall vest as follows:

(a) the Option shall be exercisable on January 4, 2008 for 25% of the original number of shares of Common Stock subject to the Option;

(b) the Option shall be exercisable on February 4, 2008 and the fourth day of each month thereafter for an additional 2.0833% of the original number of shares of Common Stock subject to the Option until the Option shall have become exercisable for all shares of Common Stock subject to the Option; and

(c) the Option shall be exercisable for all of the shares of Common Stock subject to the Option, to the extent the Option has not then become exercisable for such shares, upon the occurrence of a Change of Control (as defined in the Employment Agreement).

3. Exercise of Option.

(a) Notice. The Option may be exercised by giving written notice to the Company specifying the number of shares of Common Stock to be purchased accompanied by payment in full of the applicable exercise price therefor in accordance with Section 1 (b) or by the surrender and cancellation of a portion of the shares issuable under this Option, on a net exercise basis, which amount shall be credited toward the exercise price based on the closing price of the Common Stock on the trading date prior to such exercise. Any written notice to be given to the Company hereunder shall be addressed to the Company, in care of its Chief Financial Officer, at the Company's then current address. Any written notice to be given to the Grantee hereunder shall be addressed to the Grantee at the address the Grantee may hereafter designate to the Company in writing. Any such written notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, addressed as aforesaid, registered and deposited, postage prepaid, in a post office or branch post office regularly maintained by the United States Government, or by if given by reputable overnight courier, addressed as aforesaid, upon receipt.

(b) Withholding. Whenever shares of Common Stock are issued or to be issued pursuant to the Option, the Company shall have the right to require the Grantee to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements if, when, and to the extent required by law prior to the delivery of any certificate or certificates for such shares. The obligations of the Company hereunder shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Grantee. The Grantee may elect, subject to the approval of the Committee, acting in its sole discretion, to satisfy any withholding requirement, in whole or in part, by having the Company withhold shares to satisfy the minimum statutory total tax withholding obligation of the Company.

4. Miscellaneous.

(a) Non-Transferability of Option. Unless otherwise authorized by the Committee or the Board, (i) the Option shall not be transferable except by will or the laws of descent and distribution or pursuant to a valid domestic relations order, and (ii) during the lifetime of the Grantee, the Option shall be exercised only be him or his legal guardian or legal representative.

(b) Governing Law. This Plan shall be governed, interpreted and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof.

(c) Binding Agreement; Amendment. Subject to the limitations on the transferability of the Option contained herein, this Plan shall be binding upon and insure to the benefit of the beneficiaries, heirs, legal representatives, successors and assigns of the parties hereto. This Plan may be amended only by a writing signed by the Company and the Grantee.

(d) Tax Consequences. The Grantee agrees and acknowledges that (i) the Company makes no representation or warranty as to the tax treatment to the Grantee of the Grantee's receipt or exercise of the Option or upon the Grantee's sale or other disposition of shares of Common Stock subject to the Option, and (ii) the Grantee must rely on his own tax advisors for such advice.

(e) Adjustment of Exercise Price and Common Stock Subject to Option. The exercise price and number of shares of Common Stock subject to the Option are subject to proportionate adjustment in the event of any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event affecting the Common Stock occurring after the Grant Date. Any adjustment pursuant to this Section 4(e) shall be determined and made, if at all, by the Committee, whose determination, absent manifest error, shall be final and binding. No fraction of a share shall be purchasable or deliverable upon exercise of the Option, but in the event any adjustment hereunder of the number of shares shall cause such number to include a fraction of a share, such number of shares shall be adjusted to the nearest smaller whole number of shares. No adjustment of the exercise price per share shall result in an exercise price which is less than the par value of the Common Stock.

(f) Acquisition Events.

(1) Definitions. An "Acquisition Event" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any exchange of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange transaction or (c) any liquidation or dissolution of the Company.

(2) Effect on Option. Upon the occurrence of an Acquisition Event, or the execution by the Company of any agreement with respect to an Acquisition Event, the Board shall take any one or more of the following actions with respect to the option represented by this Agreement and this Agreement shall be deemed amended to the extent required by such action: (i) provide that this option shall be assumed, or a substantially equivalent option shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to the Employee, provide that this option to the extent unexercised shall become exercisable in full and will terminate immediately prior to the consummation of such Acquisition Event unless exercised by the Employee within a specified period following the date of such notice, (iii) provide that this option shall become realizable in whole or in part prior to or upon such Acquisition Event, (iv) in event of an Acquisition Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Acquisition Event (the "Acquisition Price"), make or provide for a cash payment to the Employee equal to (A) the Acquisition Price times the number of shares of Common Stock subject to this Option (to the extent the exercise price does not exceed the Acquisition Price) minus (B) the aggregate exercise price of all outstanding Options under this Agreement, in exchange for the termination of this Option, (v) provide that in connection with a liquidation or dissolution of the Company, this option shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof) and (vi) any combination of the foregoing.

(g) Violation of Law. Notwithstanding any other provision hereunder, if, at any time, in the reasonable opinion of the Company, the issuance of shares of Common Stock subject to the Option may constitute a violation of law, then the Company may delay such issuance and the delivery of a certificate for such shares until (i) approval shall have been obtained from such governmental agencies, other than the Securities and Exchange Commission (the "SEC"), as may be required under any applicable law, rule, or regulation and (ii) in the case where such issuance would constitute a violation of a law administered by or a regulation of the SEC, one of the following conditions shall have been satisfied:

(A) the shares are at the time of the issue of such shares effectively registered under the Securities Act of 1933, as amended (the "Act"); or

(B) the Company shall have determined, on such basis as it deems appropriate (including an opinion of counsel in form and substance satisfactory to the Company) that the sale, transfer, assignment, pledge, encumbrance or other disposition of such shares or such beneficial interest, as the case may be, does not require registration under the Act or any applicable state securities laws.

(h) Investment Representations. The Company shall be under no obligation to issue any shares subject to the Option unless such shares have been effectively registered under the Act or the Grantee shall have made such written representations to the Company (upon which the Company believes it may reasonably rely) as the Company may deem necessary or appropriate for purposes of confirming that the issuance of such shares will be exempt from the registration requirements of the Act and any applicable state securities laws and otherwise in compliance with all applicable laws, rules and regulations, including but not limited to that the Grantee is acquiring such shares for his own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution of any such shares.

[*signature page follows*]

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

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Stephen B. Thompson
Treasurer and Chief Financial Officer

Grantee:

By: /s Stephen Seiler
Stephen Seiler

EMPLOYMENT AGREEMENT

AGREEMENT dated as of January 4, 2007 between ACCESS Pharmaceuticals, Inc., a Delaware corporation located at 2600 Stemmons Freeway, Suite 176, Dallas, Texas 75207-2107, (the "Company"), and Stephen Seiler, an individual residing at 3 8 Devon Road, Newton, MA 02459 ("Executive").

WITNESSETH:

WHEREAS, the Company desires that Executive serve as the Company's President and Chief Executive Officer;

WHEREAS, in order to induce Executive to agree to serve in such capacity, the Company hereby offers Executive certain compensation and benefits of employment, as described herein; and

WHEREAS, Executive is willing to serve in this position on the terms and conditions hereinafter set forth.

NOW, THEREFORE, on condition of the premises and of the mutual covenants contained herein, the Company and Executive hereby agree as follows:

1. Employment

(a) Duties. The Company agrees to employ Executive, and Executive hereby agrees to be employed, upon the terms and conditions hereinafter set forth. During the Term (as defined in Section 2 hereof), Executive shall serve as the President and Chief Executive Officer of the Company. Executive shall report to the Board of Directors of the Company (the "Board"), rendering the services and performing the duties prescribed by the Board and consistent with Executive's role as President and Chief Executive Officer of the Company. As soon as reasonably practicable after the date hereof, the Company shall appoint Executive to the Board and for so long as Executive is employed as the Chief Executive Officer of the Company hereunder the Company shall nominate Executive as a member of the Board in the Company's proxy materials relating to its annual stockholder meetings. Executive agrees, while employed hereunder, to perform his duties faithfully and to the best of his ability. Executive shall be based in Newton, MA. Notwithstanding the foregoing, upon request of the Company Executive will work at the Company's offices in Dallas, Texas for approximately five (5) business days per month.

(b) Other Board Positions. The Company hereby agrees that Executive may serve as a member of the board of directors of such other companies as the Board shall approve in advance, which approval shall not be unreasonably withheld.

2. Term

The employment of Executive hereunder shall begin on the date hereof and shall continue in full force and effect for a period of one (1) year, and thereafter shall be automatically renewed for successive one-year periods (a) unless the Company gives Executive written notice of termination within six (6) months prior to the end of any such period or (b) until the occurrence of a Termination Date, as defined in Section 5 hereof (the "Term").

3. Compensation

3.1. As compensation for Executive's services during the Term, the Company

shall pay Executive an annual base salary at the rate of $350,000, payable in accordance with the Company's customary payroll practices for executives in effect from time to time. Prior to the end of each year during the Term, the Compensation Committee of the Company shall undertake an evaluation of the services of Executive during the year then ended in accordance with the Company's compensation program then in effect. The Company shall consider the performance of Executive, his contribution to the success of the Company and entities under common control with the Company (collectively, "Affiliates") and other factors, and shall fix an annual base salary to be paid to Executive during the ensuring year (which shall in no event be less than Executive's annual base salary then in effect, adjusted regularly to reflect increases in the cost of living and comparable compensation for like positions).

3.2. Executive shall participate in the Company's incentive compensation programs in accordance with the following subparagraphs (a), (b) and (c):

(a) Incentive Plan. Executive shall be covered by the cash bonus plan maintained from time to time by the Company and during each year of the Term shall be afforded the opportunity thereunder to receive a target award of up to 50% of Executive's annual base salary then in effect to be awarded upon the achievement of reasonable performance goals established by the Board within sixty (60) days of the beginning of such year, which bonus, if any, shall be payable in accordance with the cash bonus plan but in no event later than one hundred twenty (120) days of the end of such year.

(b) Equity. Upon commencement of employment, Executive shall be granted an option (the "Option") to purchase 500,000 shares of the Company's common stock. The exercise price of the Option shall be equal to the fair market value of the Company's common stock on the date of grant, which the Company has determined to be the closing price of the Company's common stock as of January 3, 2007 ($2.90), which is the last trading day preceding the date of grant. The Option shall vest 25% on the one year anniversary of the date hereof and monthly thereafter over a period of 36 months, and otherwise shall be subject to the terms of option agreements which shall provide (i) that the Option shall be comprised of (A) an incentive stock option for the number of shares of the Company's common stock available for issuance under the Company's 2005 Equity Incentive Plan as of the date hereof (after giving effect to the issuance by the Company on the date hereof of options to purchase shares of the Company's common stock to Dr. Rosemary Mazanet and David Luci) and (B) a non-statutory stock option for the balance of the shares issuable upon exercise of the Option, (ii) for cashless exercise and (iii) for acceleration of the Option upon or following the occurrence of a Change of Control (as defined in Section 5.3.1 hereof), in accordance with Section 5.3.2 hereof, and shall contain such other terms as are customary for options granted by the Company.

(c) Stock Option Plan. Executive shall be entitled to participate in the Company's stock option plan in effect from time to time. In accordance with this plan the Board may from time to time, but without any obligation to do so, grant additional stock options to Executive upon such terms and conditions as the Board shall determine in its sole discretion. If the Company no longer has a class of stock publicly-traded by reason of a Change of Control, the Company's obligation under this Section 3.2 shall be satisfied through options granted by the issuer with public stock then in control of the Company.

3.3. If Executive is prevented by disability, for a period of six consecutive months, from continuing fully to perform his obligations hereunder, Executive shall perform his obligations hereunder to the extent he is able and after six months the Company may reduce his annual base salary to reflect the extent of the disability, provided that in no event may such salary, when added to payments received by Executive under any disability or qualified retirement or pension plan to which the Company or an Affiliate contributes or has contributed, be less than $210,000 If Executive claims disability, Executive agrees to submit to a physical examination at any reasonable time or times by a qualified physician designated by the Board and reasonably acceptable to Executive. . If there should be a dispute about Executive's disability, disability shall be determined by such physician, who shall have examined Executive. Notwithstanding any provision in this Section 3.3, the Company shall not be obligated to make any payment to Executive on account of disability after the termination of this Agreement.

4. Executive Benefits

Executive shall be entitled to participate in all "employee pension benefit plans," all "employee welfare benefit plans" (each as defined in the Employee Retirement Income Security Act of 1974) and all pay practices and other compensation arrangements maintained by the Company, on a basis at least as advantageous to Executive as the basis on which other executive employees of the Company are eligible to participate. Notwithstanding the foregoing, Executive may elect to participate in any similar plans not

maintained by the Company in which he participates as of the date hereof, and, subject to the terms set forth herein, the Company shall reimburse Executive for his expenses incurred in connection therewith up to an amount not to exceed the amount the Company would have reimbursed Executive hereunder if Executive had participated in any such plan of the Company. Executive shall, during the Term, continue to be provided with such benefits at a level at least equivalent to the initial benefits provided or to be provided hereunder. Without limiting the generality of the foregoing, Executive shall be entitled to the following employee benefits (collectively, with the other benefits contemplated by this Section 4, the "Benefits"):

4.1. Medical Insurance. Executive and Executive's dependents shall be covered by medical insurance, with only such contribution by Executive toward the cost of such insurance as may be required from time to time from other executive officers of the Company.

4.2. Life Insurance. Executive shall be entitled to group term life insurance coverage of $350,000, all premiums being paid by the Company.

4.3. Long Term Disability Insurance. The Company shall maintain in effect long-term disability insurance providing Executive in the event of his disability (as determined in accordance with Section 3.3 hereof) with compensation annually equal to at least $210,000.

4.4. Vacation. Executive shall be entitled to legal holidays and to annual paid vacation aggregating four (4) weeks during any calendar year.

4.5. Expenses. The Company shall reimburse Executive from time to time for the reasonable expenses incurred by Executive in connection with the performance of his obligations hereunder, including, without limitation, expenses incurred in connection with maintaining an office in Newton, MA and travel expenses incurred in connection with Executive's travel between Newton, MA and the Company's offices in Dallas, TX as set forth herein.

4.6. D&O Insurance. The Company shall maintain directors and officers liability insurance applicable to Executive in amounts established by the Board.

Notwithstanding the foregoing, the Company may from time to time change or substitute a plan or a program under which one or more of the Benefits are provided to Executive, provided that the Company first obtains the written consent of Executive, which Executive agrees not unreasonably to withhold, taking into account his personal situation.

5. Termination Date; Consequences for Compensation and Benefits

5.1. Definition of Termination Date. The first to occur of the following events shall be the Termination Date:

5.1.1. The date on which Executive becomes entitled to receive long-term disability payment from the insurer by reason of disability under Section 3.3 hereof and is terminated by the Company.

5.1.2. The date of Executive's death.

5.1.3. The date of Executive's voluntary resignation after one of the following events shall have occurred,

which event shall be specified to the Company by Executive at the time of resignation ("Resignation for Reason"): (a) a change be specified to the Company by Executive at the time of resignation ("Resignation for Reason"): (a) a change in Executive's title, (b) a material reduction (on a cumulative basis) in the responsibility, authority, power or duty of Executive or (c) a material breach by the Company of any provision of this Agreement, which breach continues for 30 days following notice by Executive to the Company setting forth the nature of the breach.

5.1.4. The date of Executive's voluntary resignation not accompanied by a notice of reason described in Section 5.1.3 hereof.

5.1.5. The date of the Company's discharge of Executive after one of the following events shall have occurred ("Discharge for Cause"):

(a) a felonious act (other than a motor vehicle violation) committed by Executive during his employment hereunder;

(b) any act or omission on the part of Executive not requested or approved by the Company constituting willful malfeasance in the performance of his duties

hereunder that materially adversely affects the Company;

(c) conviction of Executive or the entry of a plea of guilt or nolo contendere by Executive to any crime involving moral turpitude; or

(d) any material breach of any term of this Agreement by Executive which is not cured within 30 days after written notice from the Chairman of the Board to Executive setting forth the nature of the breach.

For purposes of this Section 5.1.5, no act or failure to act on Executive's part shall be considered "willful" unless done or omitted to be done by Executive in bad faith and without reasonable belief that Executive's action or omission was in the best interest of the Company. Notwithstanding the foregoing, Executive shall not be deemed to have been Discharged for Cause unless and until there shall have been delivered to Executive a copy of a Notice of Termination (as defined below) from the Chairman of the Board identifying the conduct set forth in clauses (a), (b), (c) or (d) above of this Section 5.1.5 for which termination is made and specifying the particulars thereof in detail.

5.1.6. The date of the Company's discharge of Executive not accompanied by a notice of Discharge for Cause described in Section 5.1.5 hereof.

5.1.7. For purposes of this Agreement "Notice of Termination" shall mean a notice which indicates the specific termination provision in this Agreement relied upon and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated. Each Notice of Termination shall be delivered at least sixty (60) days prior to the effective date of termination.

5.2. Consequences for Compensation and Benefits. Upon occurrence of the Termination Date, the Company shall pay to Executive (a) compensation through the Termination Date and (b) all Benefits accrued through the Termination Date, payable in accordance with the respective terms of the plans, practices and arrangements under which the Benefits were accrued.

5.3. Change of Control. Upon the occurrence of a Change of Control, this Agreement may be terminated by Executive upon the occurrence thereafter of any of the following events;

(a) Within (1) year after a Change of Control, the Executive resigns for Reason. For purposes of this Section “Reason” shall mean (i) significant adverse change in the nature or scope of Executive's authorities, powers, functions, responsibilities or duties as a result of the Change of Control, a reduction in the aggregate of Executive's then current annual base salary and incentive compensation received from the Company, or termination of Executive's rights to any Benefit to which he was entitled immediately prior to the Change of Control or a reduction in scope or value thereof without the prior written consent of Executive; or

(ii) The Company shall require Executive to have as his principal location of work any location which is in excess of 50 miles from Newton, MA.

(b) Subsequent to a Change of Control, the failure by the Company to obtain the assumption of the obligation to perform this Agreement by any successor as contemplated in Section 11.5 hereof or otherwise; or

(c) Subsequent to a Change of Control, any purported termination of Executive's employment which is not effected pursuant to a Notice of Termination satisfying the requirement of Section 5.1.5 hereof.

5.3.1. A Change of Control shall occur upon the first to occur of the date when (a) a person or group "beneficially owns" (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934) in the aggregate 50% or more of the outstanding shares of capital stock of the Company entitled to vote generally in the election of the directors of the Company (other than in connection with (i) the conversion of convertible

securities outstanding as of the date hereof or the exercise of stock options or warrants outstanding as of the date hereof or (ii) a financing of the Company in which currently convertible securities outstanding as of the date hereof are converted or repaid or redeemed or (iii) any transaction whereby SCO Capital ot its affiliates controls or continues to control the Company), (b) there occurs a merger, consolidation or reorganization of the Company or a transfer of all or a significant portion of the Company's business and/or assets (by liquidation, merger, consolidation, reorganization o r otherwise) (other than any such transaction in which the holders of capital stock of the Company entitled to vote generally in the election of the directors of the Company immediately prior to such transaction hold more than fifty percent (50%) of such capital stock or equity interests of the surviving corporation or the surviving entity, as the case may be, or the acquiring entity in the case of an asset transfer immediately after such transaction) or (c) there occurs a change in the composition of the Board pursuant to which a majority of the members of the Board serving as directors as of the date hereof (or successors elected or nominated by such members) no longer serve as directors of the Company.

5.3.2. If (a) a Change of Control shall have occurred and (b) Executive terminates this Agreement under this Section 5.3 within one (1) year after such Change of Control, (i) Executive will be entitled to receive, within sixty (60) days after the Termination Date, an amount equal to Executive's annual base salary in effect at the Termination Date, (ii) all stock options held by Executive shall become immediately exercisable and shall remain exercisable for ninety (90) days after the Termination Date and (iii) the Company shall continue the health coverage contemplated by Section 4.1 hereof for a period of one (1) year thereafter. Notwithstanding the foregoing, the Company shall have no obligation under this Section 5.3.2 if such termination occurs after the occurrence of a Change of Control after giving effect to which Executive is the chief executive officer of the surviving entity (whether or not such entity is the Company), provided that nothing herein shall obligate Executive to serve as such chief executive officer.

5.4. Liquidated Damages; No Duty to Mitigate Damages. The amounts payable pursuant to Sections 5.2 and 5.3 hereof shall be deemed liquidated damages for the early termination of this Agreement and shall be paid to Executive regardless of any income Executive may receive from any other employer, and Executive shall have no duty of any kind to seek employment from any other employer during the balance of the severance period.

5.5. Section 409A Treatment. If any payment, compensation or other benefits provided to Executive in connection with employment termination is determined, in whole or in part, to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and Executive is a specified employee as defined in Section 409A(2)(B)(i) of the Code, no part of such payments shall be paid before the day that is six (6) months plus one (1) day after the date of termination (the "New Payment Date"). The aggregate of any payments that otherwise would have been paid to Executive during the period between the date of termination and the New Payment Date shall be paid to Executive in a lump sum on the New Payment Date. Thereafter, any payments that remain outstanding as of the day immediately following the New Payment Date shall be paid without delay over the time period originally scheduled, in accordance with the terms herein.

6. Indemnification

The Company shall indemnify Executive and hold him harmless from and against all loss, cost, liability and expense (including reasonable attorney's fees) arising from Executive's service to the Company or any Affiliates, whether as officer, director, employee fiduciary of any employee benefit plan or otherwise, in accordance with the Company's certificate of incorporation and bylaws, as in effect from time to time.

7. Agreement Not to Compete

In consideration of Executive's employment by the Company in accordance with the terms herein, Executive shall not, without the express written approval of the Company, engage in a "Competitive Business" (as defined below), directly or indirectly, as an individual, partner, shareholder, director, officer, principal, agent, employee, trustee, consultant, or in any relationship or capacity, in any geographic location in which the Company or any of its Affiliates is engaged in business during Executive's employment and a period of one (1) year following the termination of Executive's employment with the Company. As used herein, "Competitive Business" shall mean a commercial, for profit entity that discovers, develops and commercializes (i) products based on polymers and/or nanoparticles for cancer treatment, mucositis and/or receptor-mediated oral drug delivery or (ii) platinum pharmaceuticals in the same geographic areas that the Company or any of its subsidiaries or Affiliates does.

8. Agreement Not to Solicit

For one (1) year following any Termination Date, regardless of the reason, Executive shall not solicit any employee of the Company or an Affiliate to leave such employment and to provide service to Executive or any business entity by which Executive is employed or in which Executive has a material financial interest, provided that nothing herein shall prohibit the employment of any person by means of general advertisements of employment not specifically directed towards such person. Soliciting a former employee of the Company and/or its Affiliates to provide such services shall not be a violation of this Agreement.

9. Confidential Information

Executive shall sign, and shall be subject to the terms and conditions set forth in, the Company's customary Confidential Disclosure and Limited Use Agreement.

10. Arbitration

Any dispute or differences concerning any provision of this Agreement which cannot be settled by mutual accord between the parties shall be settled by arbitration in Boston, MA in accordance with the rules then in effect of the American Arbitration Association, except as otherwise provided herein. The dispute or difference shall be referred to a single arbitrator mutually selected by the Company and Executive, which arbitrator shall have not less than five (5) year's experience in dealing with the subject matter of the dispute or differences to be arbitrated, provided that if the Company and Executive cannot mutually select such arbitrator within thirty (30) days of the dispute or difference, the Company and Executive shall each select an arbitrator and the two arbitrators shall select the single arbitrator to whom the dispute or difference shall be referred. If either party shall refuse or neglect to select an arbitrator within 30 days after the other party shall have selected an arbitrator and shall have served written notice upon the first mentioned party requiring such party to make such selection, then the arbitrator selected by the first party shall, at the request of the party selecting him, proceed to hear and determine the matters in difference as if he were a single arbitrator appointed by both parties for the purpose, and the award or determination which shall be made by the arbitrator shall be final and binding upon the parties hereto. Any award maybe enforced in any court of competent jurisdiction. The expenses of any such arbitration shall be paid by the non-prevailing party, as determined by the final order of the arbitrator.

11. Miscellaneous

11.1. Notices.

All notices in connection with this Agreement shall be in writing and sent by postage prepaid first class mail, courier, or telefax, and if relating to default or termination, by certified mail, return receipt requested, addressed to each party at the address indicated below:

If to the Company:

Access Pharmaceuticals, Inc.
2600 Stemmons Freeway, Suite 176
Dallas, Texas 75207
Attn: Chairman of the Board

Copy to:

John J. Concannon III, Esq.
Bingham McCutchen LLP
150 Federal Street
Boston, MA 02110

If to Executive:

Stephen Seiler
38 Devon Road
Newton, MA 02459

Copy to:

David E. Redlick Esq.
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston, MA 02109

O r t o such other address as the addressee shall last have designated by notice to the communicating party. The date of giving of any notice shall be the date of actual receipt.

11.2. Governing Law. This Agreement shall be deemed a contract made and performed in the Commonwealth of Massachusetts, and shall be governed by the internal and substantive laws of the Commonwealth of Massachusetts.

11.3. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or in the interpretation in any other jurisdiction; however, such provision shall be deemed amended to conform to applicable laws and to accomplish the intentions of the parties.

11.4. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may be altered or amended or any provision hereof waived only by an agreement in writing signed by the party against whom enforcement of any alteration, amendment, or waiver is sought. No waiver by any party of any breach of this Agreement shall be considered as a waiver of any subsequent breach.

11.5. Successors and Assigns.

11.5.1. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle Executive to compensation from the Company in the same amount and on the same terms as Executive would be entitled hereunder if Executive terminated his employment upon or following the Change of Control. As used in Section this 11.5.1, the "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which executes and delivers this Agreement provided for in this Section 11.5.1 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

11.5.2. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors and assigns, except that Executive may not assign any of his rights or delegate any of his duties without the prior written consent of the Company.

11.6. Assignability. Neither this Agreement nor any benefits payable to Executive hereunder shall be assigned, pledged, anticipated, or otherwise alienated by Executive, or subject to attachment or other legal process by any creditor of Executive, and notwithstanding any attempted assignment, pledge, anticipation, alienation, attachment, or other legal process, any benefit payable to Executive hereunder shall be paid only to Executive or his estate.

11.7. No Conflict. By Executive's acceptance of this offer of employment, Executive hereby represents that he is not bound by the terms of any agreement with any previous employer or other party to refrain from competing, directly or indirectly, with the business of such previous employer or any other party. Executive further represents that his acceptance of this offer of employment and employment by the Company does not and shall not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by him in confidence or in trust prior to his employment with the Company.

[*signature page follows*]

IN WITNESSES WHEREOF, the Company, by its officer hereunto duly authorized, and Executive have signed and sealed this Agreement as of the date first written above.

EXECUTIVE:

By: /s/ Stephen Seiler
Stephen Seiler

COMPANY:

By: /s/ Jeffrey B. Davis
Name: Jeffrey B. Davis
Title: Chairman of the Board

AMENDMENT TO 7.0% (SUBJECT TO ADJUSTMENT) CONVERTIBLE PROMISSORY NOTES DUE APRIL 28, 2007

This Amendment to 7.0% (Subject to Adjustment) Convertible Promissory Notes previously Due September 13, 2005, dated as of April 24,2007 and currently due April 28, 2007 (the "Amendment"), is by and among Access Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and each of Oracle Partners LP, Oracle Institutional Partners LP, SAM Oracle Investments Inc. and Oracle Offshore Ltd. (each, a "Holder"), amending certain provisions of those certain 7.0% (Subject to Adjustment) Convertible Promissory Notes Due April 28, 2007 (each as amended and in effect from time to time, a "Note") from the Company to each Holder in the original principal amount of $2,524,500, $698,500, $660,000 and $132,000, respectively. Terms not otherwise defined herein which are defined in any Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and each Holder have agreed to modify certain terms and conditions of each Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Each Note. Each Note is hereby amended as follows:

(a) The title of each Note is hereby deleted in its entirety and replaced with the following:

"7.0% (Subject to Adjustment) Convertible Promissory Note Due June 12, 2007."

(b) All references to "April 28, 2007" in each Note are hereby deleted and replaced with "June 12, 2007."

2. Condition to Effectiveness. This Amendment shall not become effective until each Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of each Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. Each Note and this Amendment shall be read and construed as a single agreement. All references to any Note shall hereafter refer to such Note, as amended hereby.

4. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

6. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of Texas (without reference to conflict of laws).

[the remainder of this page is left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holders:

ORACLE PARTNERS LP

By: /s/ Joel Liffmann
Name: Joel Liffmann
Title: Authorized Agent

ORACLE INSTITUTIONAL PARTNERS LP

By: /s/ Joel Liffmann
Name: Joel Liffmann
Title: Authorized Agent

SAM ORACLE INVESTMENTS INC.

By: /s/ Joel Liffmann
Name: Joel Liffmann
Title: Authorized Agent

ORACLE OFFSHORE LTD.

By: /s/ Joel Liffmann
Name: Joel Liffmann
Title: Authorized Agent

AMENDMENT TO AMENDED AND RESTATED 7.5% SECURED CONVERTIBLE PROMISSORY NOTE DUE APRIL 27, 2007

This Amendment, dated April 26, 2007, (the "Amendment") amends certain provisions of the Amended and Restated 7.5% Secured Convertible Promissory Note in the original principal amount of $4,000,000.00, issued by Access Pharmaceuticals, Inc., a Delaware corporation (the "Company") (No. PN-2006-1-1AR), due April 27, 2007 and dated as of March 30, 2007 (the "Note"), and is by and between the Company and SCO Capital Partners LLC ("Holder"). Terms not otherwise defined herein which are defined in the Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and Holder have agreed to modify certain terms and conditions of the Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

a. All references to "April 27, 2007" in each Note are hereby deleted and replaced with "June 11, 2007"; and

b. The first paragraph of Section 1(a) of the Note is revised by inserting the following language at the end thereof:

"In order for any repayment of this Note, other than a Prepayment with respect to which Section 1(c) below applies, to be effective, the Company shall give not less than five (5) business days prior written notice to the Payee stating that it intends to make such repayment and certifying that it reasonably believes it will be able to do so (a "Repayment Notice"). Nothing herein shall limit the right of the Payee to convert this Note into Common Stock at any time after receipt of the Repayment Notice and prior to the time at which repayment is received."

2. Condition to Effectiveness. This Amendment shall not become effective until Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The obligations under the Note shall be deemed to be continuously outstanding and shall not be deemed to have been repaid and readvanced or refinanced hereunder or hereby. The Note and this Amendment shall be read and construed as a single agreement. All references to the Note shall hereafter refer to such Note, as amended hereby.

4. No Novation. THE COMPANY AND HOLDER HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND CERTAIN OF THE TERMS OF THE NOTE. THEY DO NOT INTEND THIS NOTE NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS NOTE AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE NOTE.

5. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

7. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holder:

By: /s/ Steven H. Rouhandeh
Name: Steven H. Rouhandeh
Title: Chairman

AMENDMENT TO AMENDED AND RESTATED 7.5% SECURED CONVERTIBLE PROMISSORY NOTE DUE APRIL 27, 2007

This Amendment, dated April 26, 2007, (the "Amendment") amends certain provisions of the Amended and Restated 7.5% Secured Convertible Promissory Note in the original principal amount of $400,000.00, issued by Access Pharmaceuticals, Inc., a Delaware corporation (the "Company") (No. PN-2006-FO1-1AR), due April 27, 2007 and dated as of March 30, 2007 (the "Note"), and is by and between the Company and SCO Capital Partners LLC ("Holder"). Terms not otherwise defined herein which are defined in the Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and Holder have agreed to modify certain terms and conditions of the Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

a. All references to "April 27, 2007" in each Note are hereby deleted and replaced with "June 11, 2007"; and

b. The first paragraph of Section 1(a) of the Note is revised by inserting the following language at the end thereof:

"In order for any repayment of this Note, other than a Prepayment with respect to which Section 1(c) below applies, to be effective, the Company shall give not less than five (5) business days prior written notice to the Payee stating that it intends to make such repayment and certifying that it reasonably believes it will be able to do so (a "Repayment Notice"). Nothing herein shall limit the right of the Payee to convert this Note into Common Stock at any time after receipt of the Repayment Notice and prior to the time at which repayment is received."

2. Condition to Effectiveness. This Amendment shall not become effective until Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The obligations under the Note shall be deemed to be continuously outstanding and shall not be deemed to have been repaid and readvanced or refinanced hereunder or hereby. The Note and this Amendment shall be read and construed as a single agreement. All references to the Note shall hereafter refer to such Note, as amended hereby.

4. No Novation. THE COMPANY AND HOLDER HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND CERTAIN OF THE TERMS OF THE NOTE. THEY DO NOT INTEND THIS NOTE NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS NOTE AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE NOTE.

5. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

7. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holder:

By: /s/ Steven H. Rouhandeh
Name: Steven H. Rouhandeh
Title: Chairman

AMENDMENT TO AMENDED AND RESTATED 7.5% SECURED CONVERTIBLE PROMISSORY NOTE DUE APRIL 27, 2007

This Amendment, dated April 26, 2007, (the "Amendment") amends certain provisions of the Amended and Restated 7.5% Secured Convertible Promissory Note in the original principal amount of $400,000.00, issued by Access Pharmaceuticals, Inc., a Delaware corporation (the "Company") (No. PN-2006-DEC-1-1AR), due April 27, 2007 and dated as of March 30, 2007 (the "Note"), and is by and between the Company and SCO Capital Partners LLC ("Holder"). Terms not otherwise defined herein which are defined in the Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and Holder have agreed to modify certain terms and conditions of the Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

a. All references to "April 27, 2007" in each Note are hereby deleted and replaced with "June 11, 2007"; and

b. The first paragraph of Section 1(a) of the Note is revised by inserting the following language at the end thereof:

"In order for any repayment of this Note, other than a Prepayment with respect to which Section 1(c) below applies, to be effective, the Company shall give not less than five (5) business days prior written notice to the Payee stating that it intends to make such repayment and certifying that it reasonably believes it will be able to do so (a "Repayment Notice"). Nothing herein shall limit the right of the Payee to convert this Note into Common Stock at any time after receipt of the Repayment Notice and prior to the time at which repayment is received."

2. Condition to Effectiveness. This Amendment shall not become effective until Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The obligations under the Note shall be deemed to be continuously outstanding and shall not be deemed to have been repaid and readvanced or refinanced hereunder or hereby. The Note and this Amendment shall be read and construed as a single agreement. All references to the Note shall hereafter refer to such Note, as amended hereby.

4. No Novation. THE COMPANY AND HOLDER HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND CERTAIN OF THE TERMS OF THE NOTE. THEY DO NOT INTEND THIS NOTE NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS NOTE AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE NOTE.

5. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

7. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holder:

By: /s/ Steven H. Rouhandeh
Name: Steven H. Rouhandeh
Title: Chairman

AMENDMENT TO AMENDED AND RESTATED 7.5% SECURED CONVERTIBLE PROMISSORY NOTE DUE APRIL 27, 2007

This Amendment, dated April 26, 2007, (the "Amendment") amends certain provisions of the Amended and Restated 7.5% Secured Convertible Promissory Note in the original principal amount of $500,000.00, issued by Access Pharmaceuticals, Inc., a Delaware corporation (the "Company") (No. PN-2006-2-1AR), due April 27, 2007 and dated as of March 30, 2007 (the "Note"), and is by and between the Company and Beach Capital LLC ("Holder"). Terms not otherwise defined herein which are defined in the Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and Holder have agreed to modify certain terms and conditions of the Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

a. All references to "April 27, 2007" in each Note are hereby deleted and replaced with "June 11, 2007"; and

b. The first paragraph of Section 1(a) of the Note is revised by inserting the following language at the end thereof:

"In order for any repayment of this Note, other than a Prepayment with respect to which Section 1(c) below applies, to be effective, the Company shall give not less than five (5) business days prior written notice to the Payee stating that it intends to make such repayment and certifying that it reasonably believes it will be able to do so (a "Repayment Notice"). Nothing herein shall limit the right of the Payee to convert this Note into Common Stock at any time after receipt of the Repayment Notice and prior to the time at which repayment is received."

2. Condition to Effectiveness. This Amendment shall not become effective until Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The obligations under the Note shall be deemed to be continuously outstanding and shall not be deemed to have been repaid and readvanced or refinanced hereunder or hereby. The Note and this Amendment shall be read and construed as a single agreement. All references to the Note shall hereafter refer to such Note, as amended hereby.

4. No Novation. THE COMPANY AND HOLDER HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND CERTAIN OF THE TERMS OF THE NOTE. THEY DO NOT INTEND THIS NOTE NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS NOTE AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE NOTE.

5. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

7. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holder:

By: /s/ Steven H. Rouhandeh
Name: Steven H. Rouhandeh
Title: Chairman

AMENDMENT TO AMENDED AND RESTATED 7.5% SECURED CONVERTIBLE PROMISSORY NOTE DUE APRIL 27, 2007

This Amendment, dated April 26, 2007, (the "Amendment") amends certain provisions of the Amended and Restated 7.5% Secured Convertible Promissory Note in the original principal amount of $500,000.00, issued by Access Pharmaceuticals, Inc., a Delaware corporation (the "Company") (No. PN-2006-3-1AR), due April 27, 2007 and dated as of March 30, 2007 (the "Note"), and is by and between the Company and Lake End Capital LLC ("Holder"). Terms not otherwise defined herein which are defined in the Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and Holder have agreed to modify certain terms and conditions of the Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

a. All references to "April 27, 2007" in each Note are hereby deleted and replaced with "June 11, 2007"; and

b. The first paragraph of Section 1(a) of the Note is revised by inserting the following language at the end thereof:

"In order for any repayment of this Note, other than a Prepayment with respect to which Section 1(c) below applies, to be effective, the Company shall give not less than five (5) business days prior written notice to the Payee stating that it intends to make such repayment and certifying that it reasonably believes it will be able to do so (a "Repayment Notice"). Nothing herein shall limit the right of the Payee to convert this Note into Common Stock at any time after receipt of the Repayment Notice and prior to the time at which repayment is received."

2. Condition to Effectiveness. This Amendment shall not become effective until Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The obligations under the Note shall be deemed to be continuously outstanding and shall not be deemed to have been repaid and readvanced or refinanced hereunder or hereby. The Note and this Amendment shall be read and construed as a single agreement. All references to the Note shall hereafter refer to such Note, as amended hereby.

4. No Novation. THE COMPANY AND HOLDER HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND CERTAIN OF THE TERMS OF THE NOTE. THEY DO NOT INTEND THIS NOTE NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS NOTE AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE NOTE.

5. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

7. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holder:

By: /s/ Jeffrey B. Davis
Name: Jeffrey B. Davis for
Title: Lake End Capital

AMENDMENT TO AMENDED AND RESTATED 7.5% SECURED CONVERTIBLE PROMISSORY NOTE DUE APRIL 27, 2007

This Amendment, dated April 26, 2007, (the "Amendment") amends certain provisions of the Amended and Restated 7.5% Secured Convertible Promissory Note in the original principal amount of $100,000.00, issued by Access Pharmaceuticals, Inc., a Delaware corporation (the "Company") (No. PN-2006-FO2-1AR), due April 27, 2007 and dated as of March 30, 2007 (the "Note"), and is by and between the Company and Lake End Capital LLC ("Holder"). Terms not otherwise defined herein which are defined in the Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and Holder have agreed to modify certain terms and conditions of the Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

a. All references to "April 27, 2007" in each Note are hereby deleted and replaced with "June 11, 2007"; and

b. The first paragraph of Section 1(a) of the Note is revised by inserting the following language at the end thereof:

"In order for any repayment of this Note, other than a Prepayment with respect to which Section 1(c) below applies, to be effective, the Company shall give not less than five (5) business days prior written notice to the Payee stating that it intends to make such repayment and certifying that it reasonably believes it will be able to do so (a "Repayment Notice"). Nothing herein shall limit the right of the Payee to convert this Note into Common Stock at any time after receipt of the Repayment Notice and prior to the time at which repayment is received."

2. Condition to Effectiveness. This Amendment shall not become effective until Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The obligations under the Note shall be deemed to be continuously outstanding and shall not be deemed to have been repaid and readvanced or refinanced hereunder or hereby. The Note and this Amendment shall be read and construed as a single agreement. All references to the Note shall hereafter refer to such Note, as amended hereby.

4. No Novation. THE COMPANY AND HOLDER HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND CERTAIN OF THE TERMS OF THE NOTE. THEY DO NOT INTEND THIS NOTE NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS NOTE AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE NOTE.

5. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

7. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holder:

By: /s/ Jeffrey B. Davis
Name: Jeffrey B. Davis for
Title: Lake End Capital

AMENDMENT TO AMENDED AND RESTATED 7.5% SECURED CONVERTIBLE PROMISSORY NOTE DUE APRIL 27, 2007

This Amendment, dated April 26, 2007, (the "Amendment") amends certain provisions of the Amended and Restated 7.5% Secured Convertible Promissory Note in the original principal amount of $100,000.00, issued by Access Pharmaceuticals, Inc., a Delaware corporation (the "Company") (No. PN-2006-DEC-2-1AR), due April 27, 2007 and dated as of March 30, 2007 (the "Note"), and is by and between the Company and Lake End Capital LLC ("Holder"). Terms not otherwise defined herein which are defined in the Note shall have the same respective meanings herein as therein.

WHEREAS, the Company and Holder have agreed to modify certain terms and conditions of the Note as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

a. All references to "April 27, 2007" in each Note are hereby deleted and replaced with "June 11, 2007"; and

b. The first paragraph of Section 1(a) of the Note is revised by inserting the following language at the end thereof:

"In order for any repayment of this Note, other than a Prepayment with respect to which Section 1(c) below applies, to be effective, the Company shall give not less than five (5) business days prior written notice to the Payee stating that it intends to make such repayment and certifying that it reasonably believes it will be able to do so (a "Repayment Notice"). Nothing herein shall limit the right of the Payee to convert this Note into Common Stock at any time after receipt of the Repayment Notice and prior to the time at which repayment is received."

2. Condition to Effectiveness. This Amendment shall not become effective until Holder receives a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Note, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. The obligations under the Note shall be deemed to be continuously outstanding and shall not be deemed to have been repaid and readvanced or refinanced hereunder or hereby. The Note and this Amendment shall be read and construed as a single agreement. All references to the Note shall hereafter refer to such Note, as amended hereby.

4. No Novation. THE COMPANY AND HOLDER HAVE ENTERED INTO THIS AMENDMENT SOLELY TO AMEND CERTAIN OF THE TERMS OF THE NOTE. THEY DO NOT INTEND THIS NOTE NOR THE TRANSACTIONS CONTEMPLATED HEREBY TO BE, AND THIS NOTE AND THE TRANSACTION CONTEMPLATED HEREBY SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE NOTE.

5. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under any Note or any rights of any Holder consequent thereon.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

7. Governing Law. This amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson
Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Holder:

By: /s/ Jeffrey B. Davis
Name: Jeffrey B. Davis for
Title: Lake End Capital

AMENDMENT TO INVESTOR RIGHTS AGREEMENTS

This Amendment, dated as of April 30, 2007 (this "Amendment"), amends the Investor Rights Agreement, dated as of October 24, 2006 and the Investor Rights Agreement dated as of December 6, 2006 (the "Agreements"), in each case, by and among Access Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and SCO Capital Partners LLC and Lake End Capital LLC, (the "Purchasers"). Terms not otherwise defined herein which are defined in the Agreements shall have the same respective meanings herein as therein.

WHEREAS, the Company and the Purchasers have agreed to modify certain terms and conditions of the Agreements as specifically set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Agreements. Each Agreement is hereby amended as follows:

(a) The definition of "Filing Date" in each Agreement is hereby amended and restated in its entirety to read as follows:

"'*Filing Date*' means the earlier of (i) the date on which the registration statement in connection with a Qualified Financing is required to be filed pursuant to the transaction documents for such Qualified Financing, or (ii) August 31, 2007."

(b) The definition of "Qualified Financing" in each Agreement is hereby amended and restated in its entirety to read as follows:

"'*Qualified Financing*' means the next equity financing (including, without limitation, an offering of convertible debt securities or other convertible securities) of the Company in connection with which the Company registers the equity securities (or underlying equity securities, as the case may be) pursuant to the Securities Act."

2. Condition to Effectiveness. This Amendment shall not become effective until the Purchasers receive a counterpart of this Amendment executed by the Company.

3. Ratification, Etc. Except as expressly amended hereby, all terms and conditions of the Agreements, as amended, are hereby ratified and confirmed in all respects and shall continue in full force and effect. All references to the Agreements shall hereafter refer to such Agreements, as amended hereby.

4. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect, any obligation of the Company under the Agreements or any rights of any Purchaser consequent thereon.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. The executed signature pages hereto may be delivered by facsimile or other means of electronic image transmission, such a copy of any signature page hereto shall have the same force an effect as an original thereof.

6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York (without reference to conflict of laws).

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as a document under seal as of the date first above written.

Company:

ACCESS PHARMACEUTICALS, INC.

By: /s/ Stephen B. Thompson

Name: Stephen B. Thompson
Title: Vice President Chief Financial Officer

Purchasers:

SCO CAPITAL PARTNERS LLC

By: /s/ Steven H. Rouhandeh
Name: Steven H. Rouhandeh
Title: Chairman

LAKE END CAPITAL LLC

By: /s/ Jeffrey B. Davis
Name: Jeffrey B. Davis
Title: Managing Member

CERTIFICATION

I, Stephen R. Seiler, the President and Chief Executive Officer of Access Pharmaceuticals, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Access Pharmaceuticals, 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly 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 15d-15(f)) for the registrant and we 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 quarterly 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 quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   d. Disclosed in this quarterly 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.

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

   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: May 15, 2007

/s/ Stephen R. Seiler
Stephen R. Seiler
President and Chief Executive Officer

CERTIFICATION

I, Stephen B. Thompson, the Chief Financial Officer of Access Pharmaceuticals, Inc., certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Access Pharmaceuticals, 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 quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly 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 quarterly 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)) for the registrant and we 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 quarterly 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 quarterly report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   d. Disclosed in this quarterly 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.

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

   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: May 15, 2007

/s/ Stephen B. Thompson
Stephen B. Thompson
Vice President
Chief Financial Officer

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

The certification set forth below is hereby made solely for the purpose of satisfying the requirements of Section 906 of the Sarbanes-Oxley Act of 2002 and may not be relied upon or used for any other purposes.

In connection with the Quarterly Report of Access Pharmaceuticals, Inc. (the "Company") on Form 10-QSB for the period ended March 31, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen R. Seiler, President and Chief Executive Officer certify pursuant to 18 U.S.C. 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.

A signed original of this written statement required by Section 906 or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Signed at the City of Dallas, in the State of Texas, this 15th day of May, 2007.

/s/ Stephen R. Seiler
Stephen R. Seiler
President and Chief Executive Officer

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

The certification set forth below is hereby made solely for the purpose of satisfying the requirements of Section 906 of the Sarbanes-Oxley Act of 2002 and may not be relied upon or used for any other purposes.

I n connection with the Quarterly Report of Access Pharmaceuticals, Inc. (the "Company") on Form 10-QSB for the period ended March 31, 2007, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Stephen B. Thompson, Chief Financial Officer certify pursuant to 18 U.S.C. 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.

A signed original of this written statement required by Section 906 or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

Signed at the City of Dallas, in the State of Texas, this 15th day of May, 2007.

/s/ Stephen B. Thompson
Stephen B. Thompson
Chief Financial Officer