

JOHN HANCOCK INCOME SECURITIES TRUST
Form 40-17G
February 10, 2017

601 Congress Street

Boston, Massachusetts 02210-2805

February 9, 2017

Securities and Exchange Commission

Washington, DC 20549

RE: John Hancock Bond Trust (File No. 811-03006)
John Hancock Collateral Trust (File No. 811-23027)

John Hancock California Tax-Free Income Fund (File No. 811-05979)

John Hancock Capital Series (File No. 811-01677)

John Hancock Current Interest (File No. 811-02485)

John Hancock Emerging Markets Income Fund (File No. 811-22586)

John Hancock Exchange-Traded Fund Trust (File No. 811-22733)

John Hancock Financial Opportunities Fund (file No. 811-08568)

John Hancock Floating Rate High Income Fund (File No. 811-22879)

John Hancock Funds II (File No. 811-21779)

John Hancock Funds III (File No. 811-21777)

John Hancock Hedged Equity & Income Fund (File No. 811-22441)

John Hancock Income Securities Trust (File No. 811-04186)

John Hancock Investment Trust (File No. 811-00560)

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John Hancock Investment Trust II (File No. 811-03999)

John Hancock Investment Trust III (File No. 811-04630)

John Hancock Investors Trust (File No. 811-04173)

John Hancock Municipal Securities Trust (File No. 811-05968)

John Hancock Preferred Income Fund (File No. 811-21131)

John Hancock Preferred Income Fund II (File No. 811-21202)

John Hancock Preferred Income Fund III (File No. 811-21287)

John Hancock Premium Dividend Fund (File No. 811-05908)

John Hancock Sovereign Bond Fund (File No. 811-02402)

John Hancock Strategic Diversified Income Fund (File No. 811-22675)

John Hancock Strategic Series (File No. 811-04651)

John Hancock Tax-Advantaged Dividend Income Fund (File No. 811-21416)

John Hancock Tax-Advantaged Global Shareholder Yield Fund (File No. 811-22056)

John Hancock Variable Insurance Trust (File No. 811-04146)

(collectively the “Registrants” or the “Assured”)

Dear Sir/Madam:

On behalf of the Registrants, enclosed for filing, pursuant to Rule 17g-1 under the Investment Company Act of 1940, as amended (the “1940 Act”), are the following documents:

1. A copy of the **Joint Insured Fidelity Bond No. 81906724** issued by Chubb Group of Insurance Companies.
2. A copy of **Endorsement / Rider No. 1** to the Registrants’ joint bond no. **81906724** regarding compliance with applicable trade sanction laws.
3. A copy of **Endorsement 2** to the Registrants’ joint bond no. **81906724** regarding name of Assured.

4. A copy of **Endorsement No. 3** to the Registrants' joint bond no. **81906724** amending Section 13 relating to terminations, non-renewals and notices.

5. A copy of **Endorsement No. 4** to the Registrants' joint bond no. **81906724** regarding unauthorized signatures.

6. A copy of **Endorsement No. 5** to the Registrants' joint bond no. **81906724** regarding automated telephone transactions.

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7. A copy of **Endorsement No. 6** to the Registrants' joint bond no. **81906724** regarding telefacsimile instructions.
8. A copy of **Endorsement No. 7** to the Registrants' joint bond no. **81906724** regarding stop payment orders or refusals to pay checks.
9. A copy of **Endorsement No. 8** to the Registrants' joint bond no. **81906724** regarding extended computer systems' electronic data, media, instructions, communications and transmissions.
10. A copy of **Endorsement / Rider No. 9** to the Registrants' joint bond no. **81906724** regarding automatic increase in limits.
11. A copy of **Endorsement / Rider No. 10** to the Registrants' joint bond no. **81906724** regarding definition of employee.
12. A copy of **Endorsement / Rider No. 11** to the Registrants' joint bond no. **81906724** regarding deleting valuation, other property and amending change or modification.
13. A copy of **Endorsement No. 12** to the Registrant's joint bond no. **81906724** regarding amending name of assured relating to new funds.
14. A copy of **Endorsement / Rider No. 13** to the Registrants' joint bond no. **81906724** regarding amending discovery and notice.
15. A copy of **Endorsement No. 14** to the Registrant's joint bond no. **81906724** regarding limits of liability-deductible amounts.
16. A copy of the **Excess Joint Insured Fidelity Bond No. 87142115B** issued by ICI Mutual Insurance Company.
17. A copy of **Rider No. 1** to the Registrant's joint bond no. **87142116B** regarding requirements of the Terrorism Risk Insurance Act of 2002, as amended.

18. A copy of the resolutions of the Board of Trustees approving the bonds.
19. A copy of the agreement among the Registrants entered into pursuant to paragraph (f) of Regulation 17g-1.
20. A statement showing the single bond amount (if the Registrants had not been named as an insured under this joint insured bond).
21. A statement showing that premiums have been paid for the period **December 31, 2016** to **December 31, 2017**.

Sincerely,

/s/ Betsy Anne Seel

Betsy Anne Seel

Assistant Secretary

Chubb Group of Insurance Companies

15 Mountain View Road, Warren, New Jersey 07059

**DECLARATIONS
FINANCIAL INSTITUTION INVESTMENT
COMPANY ASSET PROTECTION BOND**

NAME OF ASSURED (including its **Subsidiaries**):

Bond Number: 81906724

JOHN HANCOCK FUNDS

601 CONGRESS STREET

BOSTON, MA 02210

FEDERAL INSURANCE COMPANY

Incorporated under the laws of Indiana

a stock insurance company herein called the COMPANY

Capital Center, 251 North Illinois, Suite 1100

Indianapolis, IN 46204-1927

ITEM 1. BOND PERIOD: from 12:01 a.m. on December 31, 2016
to 12:01 a.m. on December 31, 2017

ITEM 2. LIMITS OF LIABILITY--DEDUCTIBLE AMOUNTS:

If "Not Covered" is inserted below opposite any specified INSURING CLAUSE, such INSURING CLAUSE and any other reference shall be deemed to be deleted. **There shall be no deductible applicable to any loss under INSURING CLAUSE 1. sustained by any Investment Company.**

INSURING CLAUSE	SINGLE LOSS LIMIT OF LIABILITY	DEDUCTIBLE AMOUNT
1 . Employee	\$ 15,000,000	\$ 0
2 . On Premises	\$ 15,000,000	\$ 150,000
3 . In Transit	\$ 15,000,000	\$ 150,000
4 . Forgery or Alteration	\$ 15,000,000	\$ 150,000
5 . Extended Forgery	\$ 15,000,000	\$ 150,000
6 . Counterfeit Money	\$ 15,000,000	\$ 150,000
7 . Threats to Person	\$ 15,000,000	\$ 150,000
8 . Computer System	\$ 15,000,000	\$ 150,000
9 . Voice Initiated Funds Transfer Instruction	\$ 15,000,000	\$ 150,000

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10 . Uncollectible Items of Deposit	\$ 15,000,000	\$ 150,000
11 . Audit Expense	\$ 150,000	\$ 0

ITEM 3. THE LIABILITY OF THE COMPANY IS ALSO SUBJECT TO THE TERMS OF THE FOLLOWING ENDORSEMENTS EXECUTED SIMULTANEOUSLY HEREWITH:

1 -14

IN WITNESS WHEREOF, THE COMPANY has caused this Bond to be signed by its authorized officers, but it shall not be valid unless also signed by an authorized representative of the Company.

/s/ Brandon M. Peene
Secretary

/s/ Paul J. Krump
President

Countersigned by **February 6, 2017** **/s/ Paul N. Morrissette**
Authorized Representative

The COMPANY, in consideration of payment of the required premium, and in reliance on the APPLICATION and all other statements made and information furnished to the COMPANY by the ASSURED, and subject to the DECLARATIONS made a part of this Bond and to all other terms and conditions of this Bond, agrees to pay the ASSURED for:

Insuring Clauses

Employee

- 1 . Loss resulting directly from **Larceny** or **Embezzlement** committed by any **Employee**, alone or in collusion with others.
-

On Premises

- 2 . Loss of **Property** resulting directly from robbery, burglary, false pretenses, common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage, destruction or removal, from the possession, custody or control of the ASSURED, while such **Property** is lodged or deposited at premises located anywhere.

In Transit

- 3 . Loss of **Property** resulting directly from common law or statutory larceny, misplacement, mysterious unexplainable disappearance, damage or destruction, while the **Property** is in transit anywhere:
 - a. in an armored motor vehicle, including loading and unloading thereof,
 - b. in the custody of a natural person acting as a messenger of the ASSURED,
or
 - c. in the custody of a **Transportation Company** and being transported in a conveyance other than an armored motor vehicle provided, however, that covered **Property** transported in such manner is limited to the following:
 - (1) written records,
 - (2) securities issued in registered form, which are not endorsed or are

restrictively endorsed, or

- (3) negotiable instruments not payable to bearer, which are not endorsed
or are restrictively endorsed.

Coverage under this INSURING CLAUSE begins immediately on the receipt of such **Property** by the natural person or **Transportation Company** and ends immediately on delivery to the premises of the addressee or to any representative of the addressee located anywhere.

Insuring Clauses

(continued)

Forgery Or Alteration

- 4 . Loss resulting directly from:
- a. **Forgery** on, or fraudulent material alteration of, any bills of exchange, checks, drafts, acceptances, certificates of deposits, promissory notes, due bills, money orders, orders upon public treasuries, letters of credit, other written promises, orders or directions to pay sums certain in money, or receipts for the withdrawal of **Property**, or
 - b. transferring, paying or delivering any funds or other **Property**, or establishing any credit or giving any value in reliance on any written instructions, advices or applications directed to the ASSURED authorizing or acknowledging the transfer, payment, delivery or receipt of funds or other **Property**, which instructions, advices or applications fraudulently purport to bear the handwritten signature of any customer of the ASSURED, or shareholder or subscriber to shares of an **Investment Company**, or of any financial institution or **Employee** but which instructions, advices or applications either bear a **Forgery** or have been fraudulently materially altered without the knowledge and consent of such customer, shareholder, subscriber, financial institution or **Employee**;

excluding, however, under this INSURING CLAUSE any loss covered under INSURING CLAUSE 5. of this Bond, whether or not coverage for INSURING CLAUSE 5. is provided for in the DECLARATIONS of this Bond.

For the purpose of this INSURING CLAUSE, a mechanically reproduced facsimile signature is treated the same as a handwritten signature.

Extended Forgery

- 5 . Loss resulting directly from the ASSURED having, in good faith, and in the ordinary course of business, for its own account or the account of others in any capacity:
- a. acquired, accepted or received, sold or delivered, or given value, extended credit or assumed liability, in reliance on any original **Securities, documents or other written instruments** which prove to:

(1) bear a **Forgery** or a fraudulently material alteration,

(2) have been lost or stolen, or

(3) be **Counterfeit**, or

- b. guaranteed in writing or witnessed any signatures on any transfer, assignment, bill of sale, power of attorney, guarantee, endorsement or other obligation upon or in connection with any **Securities, documents or other written instruments**.

Actual physical possession, and continued actual physical possession if taken as collateral, of such **Securities, documents or other written instruments** by an

Employee, Custodian, or a Federal or State chartered deposit institution of the ASSURED is a condition precedent to the ASSURED having relied on such items.

Release or return of such collateral is an acknowledgment by the ASSURED that it no longer relies on such collateral.

Insuring Clauses

Extended Forgery
(continued)

For the purpose of this INSURING CLAUSE, a mechanically reproduced facsimile signature is treated the same as a handwritten signature.

Counterfeit Money

- 6 . Loss resulting directly from the receipt by the ASSURED in good faith of any **Counterfeit** money.

Threats To Person

- 7 . Loss resulting directly from surrender of **Property** away from an office of the ASSURED as a result of a threat communicated to the ASSURED to do bodily harm to an **Employee** as defined in SECTION 1.e. (1), (2) and (5), a **Relative** or invitee of such **Employee**, or a resident of the household of such **Employee**, who is, or allegedly is, being held captive provided, however, that prior to the surrender of such **Property**:
- a. the **Employee** who receives the threat has made a reasonable effort to notify an officer of the ASSURED who is not involved in such threat, and
 - b. the ASSURED has made a reasonable effort to notify the Federal Bureau of Investigation and local law enforcement authorities concerning such threat.
- It is agreed that for purposes of this INSURING CLAUSE, any **Employee** of the ASSURED, as set forth in the preceding paragraph, shall be deemed to be an ASSURED hereunder, but only with respect to the surrender of money, securities and other tangible personal property in which such **Employee** has a legal or equitable interest.

Computer System

- 8 . Loss resulting directly from fraudulent:
- a. entries of data into, or
 - b. changes of data elements or programs within, a **Computer System**, provided the fraudulent entry or change causes:
 - (1) funds or other property to be transferred, paid or delivered,
 - (2) an account of the ASSURED or of its customer to be added, deleted, debited or credited, or

(3) an unauthorized account or a fictitious account to be debited or credited.

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Insuring Clauses

(continued)

*Voice Initiated Funds
Transfer Instruction*

- 9 . Loss resulting directly from **Voice Initiated Funds Transfer Instruction** directed to the ASSURED authorizing the transfer of dividends or redemption proceeds of **Investment Company** shares from a **Customer's** account, provided such **Voice Initiated Funds Transfer Instruction** was:
- a. received at the ASSURED'S offices by those **Employees** of the ASSURED specifically authorized to receive the **Voice Initiated Funds Transfer Instruction,**
 - b. made by a person purporting to be a **Customer,** and
 - c. made by said person for the purpose of causing the ASSURED or **Customer** to sustain a loss or making an improper personal financial gain for such person or any other person.

In order for coverage to apply under this INSURING CLAUSE, all **Voice Initiated Funds Transfer Instructions** must be received and processed in accordance with the Designated Procedures outlined in the APPLICATION furnished to the COMPANY.

*Uncollectible Items of
Deposit*

- 10 . Loss resulting directly from the ASSURED having credited an account of a customer, shareholder or subscriber on the faith of any **Items of Deposit** which prove to be uncollectible, provided that the crediting of such account causes:
- a. redemptions or withdrawals to be permitted,
 - b. shares to be issued, or
 - c. dividends to be paid,
from an account of an **Investment Company.**

In order for coverage to apply under this INSURING CLAUSE, the ASSURED must hold **Items of Deposit** for the minimum number of days stated in the APPLICATION before permitting any redemptions or withdrawals, issuing any shares or paying any dividends with respect to such **Items of Deposit.**

Items of Deposit shall not be deemed uncollectible until the ASSURED'S standard collection procedures have failed.

Audit Expense

- 11 . Expense incurred by the ASSURED for that part of the cost of audits or examinations required by any governmental regulatory authority or self-regulatory organization to be conducted by such authority, organization or their appointee by reason of the discovery of loss sustained by the ASSURED and covered by this Bond.

General Agreements

*Additional Companies
Included As Assured*

A. If more than one corporation, or **Investment Company**, or any combination of them is included as the ASSURED herein:

- (1) The total liability of the COMPANY under this Bond for loss or losses sustained by any one or more or all of them shall not exceed the limit for which the COMPANY would be liable under this Bond if all such loss were sustained by any one of them.
- (2) Only the first named ASSURED shall be deemed to be the sole agent of the others for all purposes under this Bond, including but not limited to the giving or receiving of any notice or proof required to be given and for the purpose of effecting or accepting any amendments to or termination of this Bond. The COMPANY shall furnish each **Investment Company** with a copy of the Bond and with any amendment thereto, together with a copy of each formal filing of claim by any other named ASSURED and notification of the terms of the settlement of each such claim prior to the execution of such settlement.
- (3) The COMPANY shall not be responsible for the proper application of any payment made hereunder to the first named ASSURED.
- (4) Knowledge possessed or discovery made by any partner, director, trustee, officer or supervisory employee of any ASSURED shall constitute knowledge or discovery by all the ASSUREDS for the purposes of this Bond.
- (5) If the first named ASSURED ceases for any reason to be covered under this Bond, then the ASSURED next named on the APPLICATION shall thereafter be considered as the first named ASSURED for the purposes of this Bond.

*Representation Made By
Assured*

B. The ASSURED represents that all information it has furnished in the APPLICATION for this Bond or otherwise is complete, true and correct. Such APPLICATION and other information constitute part of this Bond.

The ASSURED must promptly notify the COMPANY of any change in any fact or circumstance which materially affects the risk assumed by the COMPANY under this Bond.

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Any intentional misrepresentation, omission, concealment or incorrect statement of a material fact, in the APPLICATION or otherwise, shall be grounds for rescission of this Bond.

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General Agreements

(continued)

- | | | |
|---|---|--|
| <p><i>Additional Offices Or
Employees - Consolidation,
Merger Or Purchase Or
Acquisition Of Assets Or
Liabilities - Notice To
Company</i></p> | <p>C.</p> <p>(1)</p> <p>(2)</p> <p>(3)</p> <p>a.</p> <p>b.</p> <p>c.</p> | <p>If the ASSURED, other than an Investment Company, while this Bond is in force, merges or consolidates with, or purchases or acquires assets or liabilities of another institution, the ASSURED shall not have the coverage afforded under this Bond for loss which has:</p> <p>occurred or will occur on premises, or</p> <p>been caused or will be caused by an employee, or</p> <p>arisen or will arise out of the assets or liabilities,</p> <p>of such institution, unless the ASSURED:</p> <p>gives the COMPANY written notice of the proposed consolidation, merger or purchase or acquisition of assets or liabilities prior to the proposed effective date of such action, and</p> <p>obtains the written consent of the COMPANY to extend some or all of the coverage provided by this Bond to such additional exposure, and</p> <p>on obtaining such consent, pays to the COMPANY an additional premium.</p> |
| <p><i>Change Of Control -
Notice To Company</i></p> | <p>D.</p> <p>1940,</p> <p>(1)</p> <p>(2)</p> <p>(3)</p> | <p>When the ASSURED learns of a change in control (other than in an Investment Company), as set forth in Section 2(a) (9) of the Investment Company Act of 1940, the ASSURED shall within sixty (60) days give written notice to the COMPANY setting forth:</p> <p>the names of the transferors and transferees (or the names of the beneficial owners if the voting securities are registered in another name),</p> <p>the total number of voting securities owned by the transferors and the transferees (or the beneficial owners), both immediately before and after the transfer, and</p> <p>the total number of outstanding voting securities.</p> <p>Failure to give the required notice shall result in termination of coverage for any loss involving a transferee, to be effective on the date of such change in control.</p> |
| <p><i>Court Costs And
Attorneys Fees</i></p> | <p>E.</p> | <p>The COMPANY will indemnify the ASSURED for court costs and reasonable attorneys' fees incurred and paid by the ASSURED in defense, whether or not successful, whether or not fully litigated on the merits and whether or not settled, of any claim, suit or legal proceeding with respect to which the ASSURED would</p> |

be entitled to recovery under this Bond. However, with respect to INSURING
CLAUSE 1., this Section shall only apply in the event that:

- (1) an **Employee** admits to being guilty of **Larceny or Embezzlement**,
- (2) an **Employee** is adjudicated to be guilty of **Larceny or Embezzlement**, or

**General
Agreements**

in the absence
of 1 or 2 above,
an arbitration
panel agrees,
Court Costs And (3) after a review of
an agreed
statement of
facts between
the COMPANY
and the
Attorneys Fees ASSURED,
that an
Employee
would be found
guilty of
**Larceny or
Embezzlement**
(continued) if
such **Employee** were prosecuted.

The ASSURED shall promptly give notice to the COMPANY of any such suit or legal proceeding and at the request of the COMPANY shall furnish copies of all pleadings and pertinent papers to the COMPANY. The COMPANY may, at its sole option, elect to conduct the defense of all or part of such legal proceeding. The defense by the COMPANY shall be in the name of the ASSURED through attorneys selected by the COMPANY. The ASSURED shall provide all reasonable information and assistance as

required by the
COMPANY for such
defense.

If the COMPANY
declines to defend
the ASSURED, no
settlement without
the
prior written consent
of the COMPANY
nor judgment against
the ASSURED shall
determine the
existence, extent or
amount of coverage
under this Bond.

If the amount
demanded in any
such suit or legal
proceeding is within
the
DEDUCTIBLE
AMOUNT, if any, the
COMPANY shall
have no liability for
court
costs and attorney's
fees incurred in
defending all or part
of such suit or legal
proceeding.

If the amount
demanded in any
such suit or legal
proceeding is in
excess of the
LIMIT OF LIABILITY
stated in ITEM 2. of
the
DECLARATIONS for
the applicable
INSURING
CLAUSE, the
COMPANY'S liability
for court costs and
attorney's fees
incurred in defending
all or part of such
suit or legal
proceedings is
limited to the

2007	\$ 385,000	\$ 315,000 (4)	\$ -	\$ 324,661 (8)	\$ 5,289 (11)	\$ 1,000,000
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Richard E. Bagley President, Chief Operating Officer and Chief Financial Officer	2009	\$ 315,000	\$ 100,000 (12)	\$ 348,500 (15)	\$ 163,500 (18)	\$ 2,880 (21)	\$ 9
	2008	\$ 308,750	\$ 50,000 (13)	\$ 41,500 (16)	\$ 93,926 (19)	\$ -	\$ 4
	2007	\$ 275,000	\$ 105,000 (14)	\$ 68,250 (17)	\$ 239,078 (20)	\$ -	\$ 6

- (1) Amounts listed reflect the aggregate grant date fair value related to stock awards and option awards, as applicable, granted during the fiscal years ended December 31, 2009, 2008 and 2007, respectively, computed in accordance with FASB ASC Topic 718, but net of any estimate for forfeitures related to service based vesting conditions. Assumptions used in the calculation of these amounts are included in Note 3 to the Company's audited financial statements for the fiscal year ended December 31, 2009, which are contained in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 17, 2010.
- (2) Reflects a discretionary year-end bonus of \$200,000 for performance during fiscal year 2009.
- (3) Includes an annual guaranteed bonus of \$250,000 required under the terms of Dr. Lewis' prior employment agreement with the Company for work performed in fiscal 2007, which was paid in fiscal 2008. Dr. Lewis received a grant of restricted stock in lieu of a cash bonus that he would otherwise have been eligible to receive in respect of work performed in fiscal 2008. See Note 6 below.
- (4) Includes an annual guaranteed bonus of \$250,000 required under the terms of Dr. Lewis' employment agreement with the Company for work performed in fiscal 2006, which was paid in fiscal 2007, and an additional \$65,000 discretionary bonus based on Dr. Lewis' fiscal 2007 job performance.
- (5) During fiscal 2009, the Company granted Dr. Lewis a total of 450,000 restricted shares of the Company's common stock as follows: (i) 300,000 shares were granted on September 23, 2009, which shares are subject to transfer and forfeiture restrictions that lapse on the one-year anniversary of the grant date; and (ii) 150,000 shares were granted on December 31, 2009, which shares are subject to transfer and forfeiture restrictions that lapse in annual installments over three years commencing on the one-year anniversary of the grant date.
- (6) During fiscal 2008, the Company granted Dr. Lewis a total of 250,000 restricted shares of the Company's common stock as follows: (i) 100,000 shares were granted in connection with Dr. Lewis entering into his current employment agreement on January 8, 2008, which shares are subject to transfer and forfeiture restrictions that lapse in annual installments over three years commencing on the one-year anniversary of the grant date; and (ii) 150,000 shares were granted on December 3, 2008 in lieu of a year-end cash bonus for fiscal 2008, which shares are subject to transfer and forfeiture restrictions that lapse on the one year anniversary of the grant date.
- (7) On May 13, 2009, the Company granted to Dr. Lewis options to purchase 100,000 shares of the Company's common stock at an exercise price of \$0.70, which options vest or vested in four equal installments on each of May 13, 2009, August 13, 2009, November 13, 2009, and February 13, 2010. On December 31, 2009, the Company granted Dr. Lewis options to purchase 150,000 shares of the Company's common stock at a per share exercise price of \$2.85. Such options vest in equal annual installments over three years commencing on the one year anniversary of the grant date.
- (8) During fiscal 2007, the Company granted Dr. Lewis options to purchase 135,000 shares of the Company's common stock as follows: (i) options to purchase 35,000 shares of common stock at a per share exercise price of \$4.85 were

granted on June 18, 2007; and (ii) options to purchase 100,000 shares of common stock at a per share exercise price of \$2.73 were granted on December 12, 2007. Such options vest in annual installments over three years commencing on the one year anniversary of the grant date.

- (9) Of such amount, (i) \$5,492 represents the dollar value of life insurance premiums paid by the Company for the benefit of Dr. Lewis during fiscal 2009, (ii) \$71,851 represents taxable perquisites including \$5,569 for health club dues, and \$41,725 for transportation costs, and (iii) \$24,557 represents “gross up” amounts reimbursed to Dr. Lewis for the payment of taxes on such perquisites.
- (10) Amount represents the dollar value of life insurance premiums paid by the Company for the benefit of Dr. Lewis during fiscal 2008.
- (11) Amount represents the dollar value of life insurance premiums paid by the Company for the benefit of Dr. Lewis during fiscal 2007.

- (12) Includes a discretionary year-end bonus of \$100,000 for performance during fiscal year 2009.
- (13) Includes an annual guaranteed bonus of \$50,000 required under Mr. Bagley's prior employment agreement with the Company for worked performed for the period from July 2007 to July 2008. Mr. Bagley received a grant of restricted stock in lieu of a cash bonus that he would otherwise have been eligible to receive in respect of work performed in fiscal 2008. See Note 17 below.
- (14) Includes an annual guaranteed bonus of \$50,000 required under Mr. Bagley's prior employment agreement with the Company for worked performed for the period from July 2006 to July 2007 and an additional \$55,000 discretionary bonus based on Mr. Bagley's fiscal 2007 job performance.
- (15) During fiscal 2009, the Company granted Mr. Bagley a total of 150,000 restricted shares of the Company's common stock as follows: (i) 100,000 shares were granted on September 23, 2009, which shares are subject to transfer and forfeiture restrictions that lapse on the one-year anniversary of the grant date; and (ii) 50,000 shares were granted on December 31, 2009, which shares are subject to transfer and forfeiture restrictions that lapse in annual installments over three years commencing on the one-year anniversary of the grant date.
- (16) On December 3, 2007, the Company granted 50,000 shares of the Company's common stock to Mr. Bagley in lieu of a year-end cash bonus for fiscal 2008, which shares are subject to transfer and forfeiture restrictions that lapse on the one-year anniversary of the grant date.
- (17) On December 12, 2007, the Company granted 25,000 shares of the Company's common stock to Mr. Bagley, which shares are subject to transfer and forfeiture restrictions that lapse in their entirety on December 1, 2008.
- (18) During fiscal 2009, the Company granted Mr. Bagley options to purchase a total of 150,000 shares of the Company's common stock as follows: (i) options to purchase 100,000 shares of common stock at a per share exercise price of \$0.70 were granted on May 13, 2009, which options vest or vested in four equal installments on each of May 13, 2009, August 13, 2009, November 13, 2009, and February 13, 2010; and (ii) options to purchase 50,000 shares of common stock at a per share exercise price of \$2.85 were granted on December 31, 2009, which options vest in equal annual installments over three years commencing on the one year anniversary of the grant date.
- (19) On June 25, 2008, the Company granted Mr. Bagley options to purchase 60,000 shares of the Company's common stock at a per share exercise price of \$2.14, which options vest in annual installments over three years commencing on the one year anniversary of the grant date.
- (20) During fiscal 2007, the Company granted Mr. Bagley options to purchase 100,000 shares of the Company's common stock as follows: (i) options to purchase 25,000 shares of common stock at a per share exercise price of \$4.85 were granted on June 18, 2007; and (ii) options to purchase 75,000 shares of common stock at a per share exercise price of \$2.73 were granted on December 12, 2007. Such options vest in annual installments over three years commencing on the one year anniversary of the grant date.
- (21) Of such amount, \$1,905 represents the dollar value of group term life insurance premiums paid by the Company for the benefit of Mr. Bagley during fiscal 2009, and \$975 represents "gross up" amounts reimbursed to Mr. Bagley for the payment of taxes.

Description of Employment Agreements and Related Compensation

Employment Agreement with Jonathan Lewis, M.D., Ph.D.

During the fiscal year ended December 31, 2007, Dr. Jonathan Lewis served as the Company's Chief Executive Officer under an employment agreement dated January 8, 2004. Under that agreement, as amended, Dr. Lewis received an annual base salary of \$385,000 and a guaranteed annual bonus of \$250,000. In addition, Dr. Lewis was eligible to receive an annual discretionary bonus of up to 100% of his base salary, as determined by the compensation committee of our Board of Directors, as well as stock options that may be granted in the discretion of the compensation committee.

The Company's practice has been to evaluate compensation and related job performance at the end of each fiscal year and grant cash bonuses and/or stock options to employees based upon such evaluation. During fiscal 2007, the compensation committee determined to pay Dr. Lewis a discretionary cash bonus of \$65,000 for his job performance in fiscal 2007. This determination was based on the Company meeting or exceeding previously set 2007 operational goals. In addition, the Company granted Dr. Lewis a stock option to purchase 35,000 shares of common stock at a per share exercise price of \$4.85 on June 18, 2007 and a year-end stock option to purchase 100,000 shares of common stock at a per share exercise price of \$2.73. Such options vest in annual installments over three years commencing on the one year anniversary of the date of grant.

On January 18, 2008, the Company entered into a new employment agreement with Dr. Lewis that was retroactively effective as of the January 8, 2008 expiration date of his prior agreement. Under the new agreement, which has a three year term commencing January 8, 2008, Dr. Lewis received an initial annual base salary of \$420,000, which is subject to increase at the discretion of the Board of Directors based on an annual review. Based on its year-end review for fiscal 2009, the Board of Directors increase Dr. Lewis' annual base salary for 2010 to \$460,000. In addition, Dr. Lewis is eligible to receive an annual bonus based on his performance as determined by the Board of Directors. The target amount of the annual performance is a range from \$250,000 to \$360,000. The agreement contemplates that Dr. Lewis and the Company's compensation committee will agree on certain performance targets each year. The actual amount received will be based on whether each of these targets have been achieved by the Company, with lesser amounts paid if substantial progress has been made to achieve the goal or it has been abandoned by the Company, and greater amounts paid if expectations are exceeded. Dr. Lewis is also eligible to receive an additional annual discretionary bonus in such amounts determined by the Board of Directors.

On December 5, 2008, the employment agreement with Dr. Lewis was amended to provide for a restricted stock grant of 150,000 shares, with restrictions that lapsed on December 3, 2009, in lieu of the cash bonus for fiscal year 2008 that Dr. Lewis would otherwise have been eligible to receive. Replacing Dr. Lewis' cash bonus potential with a restricted stock grant was in accordance with the Company's efforts to conserve cash. The Company's other senior management employees also received restricted stock grants in accordance with these efforts.

Under his current agreement, Dr. Lewis is eligible for reimbursement of reasonable out-of-pocket expenses incurred by him in furtherance of the business and affairs of the Company, including reasonable travel and entertainment expenses, as well as for medical licensing fees, professional dues and memberships, journal subscriptions and up to \$10,000 per year in costs associated with certain corporate consultants retained by Dr. Lewis. In addition, the Company has agreed to reimburse Dr. Lewis for premiums on life insurance policies having aggregate coverage limits of up to \$800,000 and premiums on disability insurance policies covering Dr. Lewis in amounts up to \$20,000 per month.

In connection with entering into the current agreement, the Company granted Dr. Lewis an award of restricted stock in the amount of 100,000 shares. The restricted stock award is governed by an agreement that prohibits Dr. Lewis from transferring the restricted shares and provides that the shares will be forfeited without consideration if Dr. Lewis's employment with the Company is terminated. The transfer restrictions and forfeiture obligations lapse in three equal annual installments on January 8, 2009, January 8, 2010 and January 8, 2011. Accordingly, 66,666 shares have vested effective as of January 8, 2010. Dr. Lewis will also be eligible to receive additional equity awards as determined by the Board of Directors in its sole discretion from time to time.

On May 13, 2009, the Company granted to Dr. Lewis options to purchase 100,000 shares of the Company's common stock at an exercise price of \$0.70, which options vest or vested in four equal installments on each of May 13, 2009, August 13, 2009, November 13, 2009, and February 13, 2010. Effective as of December 31, 2009, the Board of Directors' adopted the compensation committee's recommendations for 2009 end-of-year cash bonuses, awards of restricted stock and grants of stock options under the Company's 2003 Stock Option Plan. Dr. Lewis received a cash bonus of \$200,000 and was awarded 150,000 shares of the Company's common stock with transfer and forfeiture restrictions. The stock vests and the restrictions lapse in annual installments over three years commencing on the one-year anniversary of the grant date. The Company also granted Dr. Lewis options to purchase 150,000 shares of the Company's common stock at an exercise price of \$2.85, which options vest in equal annual installments over three years commencing on the one year anniversary of the grant date.

Dr. Lewis' employment agreement provides that he will continue to receive his base salary, benefits and a pro-rata portion of his target performance bonus for a period of one year if he is terminated by the Company for a reason other than death, disability or "Cause," or if Dr. Lewis resigns for "Good Reason," each as defined in the employment agreement. In connection with any such termination, the pro rata portion of Dr. Lewis's performance bonus will be based on the number of days Dr. Lewis has been employed by the Company during the year of termination. In the event Dr. Lewis's employment is terminated without "Cause" prior to and in connection with a "Change in Control," or within 18 months thereafter, he will continue to receive his base salary and benefits for a period of two years following such termination and will also receive the greater of the amount of his performance bonus for the year of termination or the average of the amounts received as a performance bonus under the new employment agreement or guaranteed bonus under the previous employment agreement for the two years preceding the year of termination. If Dr. Lewis's employment is terminated as a result of death or disability, Dr. Lewis (or his estate, as applicable) will receive his base salary for a period of one year following the date of termination. Upon occurrence of any of the above termination events, all stock options and restricted stock grants scheduled to vest by the end of the calendar year in which such termination occurs will be accelerated and deemed to vest as of the termination date.

The employment agreement provides that Dr. Lewis will not compete with the Company, or solicit employees, clients or customers of the Company, for twelve months after the termination of his employment with the Company; provided, however, that the Company will be obligated to pay Dr. Lewis his base salary and his performance bonus (based on Dr. Lewis's average performance bonus received for the prior two years) if the Company desires such non-competition and non-solicitation provisions to have effect following expiration of the employment agreement without renewal.

Employment Agreement with Richard E. Bagley

During the fiscal year ended December 31, 2007, Mr. Richard E. Bagley served as the Company's President, Chief Operating Officer, Chief Financial Officer, and Treasurer under a written three-year employment agreement dated July 21, 2004 and effective July 1, 2004. Under the agreement, Mr. Bagley initially received an annual base salary of \$250,000 (subject to adjustment) and a guaranteed annual bonus of \$50,000. In addition, Mr. Bagley was eligible to receive an annual discretionary bonus as determined by the compensation committee of our Board of Directors, as well as stock options that may be granted at the discretion of the compensation committee. Following approval by the Company's Board of Directors at a meeting held June 18, 2007, the Company entered into an Employment Agreement Extension with Mr. Bagley, pursuant to which the Company extended the term of Mr. Bagley's employment for an additional one-year period at his then-current annual base salary of \$275,000.

During fiscal 2007, the compensation committee determined to pay Mr. Bagley a discretionary cash bonus of \$55,000 for his job performance in fiscal 2007. This determination was based on the Company's meeting or exceeding its previously set 2007 operational goals. In addition, the Company granted Mr. Bagley a stock option to purchase 25,000 shares of common stock at a per share exercise price of \$4.85 on June 18, 2007 and a year-end stock option to purchase 75,000 shares of common stock at a per share exercise price of \$2.73. Such options vested in annual installments over three years commencing on the one year anniversary of the date of grant. As part of a year-end grant of stock awards to certain of the Company's employees, the Company granted 25,000 shares of the Company's common stock to Mr. Bagley on December 1, 2008, which shares were subject to transfer and forfeiture restrictions that lapsed on the one-year anniversary of the grant date.

Effective June 25, 2008, the Company entered into a new employment agreement with Mr. Bagley that provides for a three-year employment term beginning on July 1, 2008. Under the new agreement, Mr. Bagley is entitled to receive an annual base salary of \$315,000, which is subject to increase at the discretion of the Board of Directors based on an annual review. Based on its year-end review for fiscal 2009, the Board of Directors increase Dr. Lewis' annual base salary for 2010 to \$347,000. In addition, Mr. Bagley is eligible to receive an annual bonus based on his performance as determined by the Board of Directors. The target amount of the annual performance bonus is \$100,000, and the actual amount to be received will be based on the achievement of certain performance goals to be agreed upon by Mr. Bagley and the Board's compensation committee for each calendar year. Mr. Bagley is also eligible to receive an additional annual discretionary bonus in such amount as may be determined by the Board of Directors.

On December 5, 2008, the employment agreement with Mr. Bagley was amended to provide for a restricted stock grant of 50,000 shares, with restrictions that lapsed on December 3, 2009, in lieu of the cash bonus for fiscal 2008 that Mr. Bagley would otherwise have been eligible to receive. Replacing Mr. Bagley's cash bonus potential with a restricted stock grant was in accordance with the Company's efforts to conserve cash. The Company's other senior management employees also received restricted stock grants in accordance with these efforts.

Under his new agreement, Mr. Bagley is eligible for reimbursement of reasonable out-of-pocket expenses incurred by him in furtherance of the business and affairs of the Company, including reasonable travel and entertainment expenses, as well as reasonable professional dues.

In connection with entering into the new employment agreement on June 25, 2008, the Company granted Mr. Bagley an award of 60,000 options to purchase the Company's common stock at a per share exercise price of \$2.14, which options vest in three equal annual installments on June 25, 2009, June 25, 2010 and June 25, 2011.

On May 13, 2009, the Company granted to Mr. Bagley options to purchase 100,000 shares of the Company's common stock at an exercise price of \$0.70, which options vest or vested in four equal installments on each of May 13, 2009, August 13, 2009, November 13, 2009, and February 13, 2010. On December 31, 2009, the Board of Directors' adopted the compensation committee's recommendations for 2009 end-of-year cash bonuses, awards of restricted stock and grants of stock options under the Company's 2003 Stock Option Plan. Mr. Bagley received a cash bonus of \$100,000 and was awarded 50,000 shares of the Company's common stock with transfer and forfeiture restrictions. The stock vests and the restrictions lapse in annual installments over three years commencing on the one-year anniversary of the grant date. The Company also granted Mr. Bagley options to purchase 50,000 shares of the Company's common stock with an exercise price of \$2.85 per share, which options vest in equal annual installments over three years commencing on the one year anniversary of the grant date.

The new employment agreement provides that Mr. Bagley will continue to receive his base salary and benefits for a period of one year if (i) he is terminated by the Company for a reason other than death, disability or "Cause," as that term defined in the employment agreement, (ii) Mr. Bagley resigns for "Good Reason," as that term defined in the employment agreement, or (iii) Mr. Bagley's employment is terminated without Cause prior to and in connection with a "Change of Control," as that term is defined in the employment agreement, or within 18 months thereafter. In connection with any such termination, any of Mr. Bagley's stock options that have vested as of the date of the termination shall remain exercisable for a period of 90 days and any unvested stock options shall be deemed to have expired as of the date of termination. In the event of a Change of Control, Mr. Bagley's stock options that are scheduled to vest by the end of the calendar year in which the Change of Control occurs shall be accelerated and deemed to have vested as of the date immediately preceding the Change of Control. If Mr. Bagley's employment is terminated as a result of his death or disability, Mr. Bagley (or his estate, as applicable) will receive his base salary for a period of one year and any accrued but unpaid bonus payments.

The employment agreement provides that Mr. Bagley will not compete with the Company, or solicit employees, clients or customers of the Company, for twelve months after the termination of his employment with the Company; provided, however, that the Company will be obligated to pay Mr. Bagley his base salary if the Company desires such non-competition and non-solicitation provisions to have effect following expiration of the employment agreement without renewal.

Outstanding Equity Awards at Fiscal Year-End

The following table sets forth information concerning stock options held by the named executives at December 31, 2009:

Name	Option Grants				Stock Awards	
	Number of Securities Underlying Unexercised Options	Number of Securities Underlying Unexercised Options	Option Exercise Price	Option Expiration Date	Number of Shares of Stock That Have Not Vested	Market Value of Shares of Stock That Have Not Vested (15)
	No. Exercisable	No. Unexercisable				
Jonathan Lewis, M.D., Ph.D.	25,674	-	\$ 0.08	1/7/2014	-	-
	242,979	-	\$ 0.08	1/26/2014	-	-
	87,789	-	\$ 4.31	6/8/2015	-	-
	54,161	-	\$ 4.31	9/13/2015	-	-
	75,000	-	\$ 5.01	4/25/2016	-	-
	139,315	-	\$ 5.01	4/25/2016	-	-
	30,000	-	\$ 6.49	12/13/2016	-	-
	23,333	11,667(1)	\$ 4.85	6/18/2017	-	-
	66,667	33,333(2)	\$ 2.73	12/12/2017	-	-
	75,000	25,000(3)	\$ 0.70	5/13/2019	-	-
	-	150,000(4)	\$ 2.85	12/31/2019	-	-
	-	-	-	-	66,667(5)	\$ 197,334
	-	-	-	-	300,000(6)	\$ 888,000
-	-	-	-	150,000(7)	\$ 444,000	
Richard E. Bagley	150,668	-	\$ 1.70	7/1/2014	-	-
	63,197	-	\$ 4.31	6/8/2015	-	-
	27,417	-	\$ 4.31	9/13/2015	-	-
	40,000	-	\$ 5.01	4/25/2016	-	-
	54,873	-	\$ 5.01	4/25/2016	-	-
	20,000	-	\$ 6.49	12/13/2016	-	-
	1,666	8,333(8)	\$ 4.85	6/18/2017	-	-
	50,000	25,000(9)	\$ 2.73	12/12/2017	-	-
	20,000	40,000(10)	\$ 2.14	6/25/2018	-	-
	75,000	25,000(11)	\$ 0.70	5/13/2019	-	-
	-	50,000(12)	\$ 2.85	12/31/2019	-	-
	-	-	-	-	100,000(13)	\$ 296,000
	-	-	-	-	50,000(14)	\$ 148,000

(1) Vests with respect to 11,666 option shares on June 18, 2010.

(2) Vests with respect to 33,333 option shares on December 12, 2010.

- (3) Vests with respect to 25,000 option shares on February 13, 2010.
- (4) Vests with respect to 50,000 option shares on each of December 31, 2010, December 31, 2011 and December 31, 2012.
- (5) Such shares are subject to transfer and forfeiture restrictions that lapse with respect to 33,333 shares on January 8, 2010, and lapse with respect to 33,334 shares on January 8, 2011.
- (6) Such shares are subject to transfer and forfeiture restrictions that lapse with respect to 300,000 shares on September 23, 2010.
- (7) Such shares are subject to transfer and forfeiture restrictions that lapse with respect to 50,000 shares on each December 31, 2010, December 31, 2011 and December 31, 2012.
- (8) Vests with respect to 8,333 option shares on June 18, 2010.
- (9) Vests with respect to 25,000 option shares on December 12, 2010.
- (10) Vests with respect to 20,000 option shares on each of June 25, 2010 and 2011.
- (11) Vests with respect to 25,000 option shares on February 13, 2010.
- (12) Vests with respect to 16,667 shares on each of December 31, 2010 and December 31, 2011, and vests with respect to 16,666 shares on December 31, 2012.
- (13) Such shares are subject to transfer and forfeiture restrictions that lapse with respect to 100,000 shares on September 23, 2010.

- (14) Such shares are subject to transfer and forfeiture restrictions that lapse with respect to 16,667 shares on of each December 31, 2010 and December 31, 2011 and vests with respect to 16,666 shares on December 31, 2012.
- (15) Market value calculations based on the Company's closing stock price of \$2.96 on December 31, 2009.

Severance or Change of Control Payments

Depending upon the events surrounding a possible termination of employment with Dr. Lewis or Mr. Bagley, they may continue to receive compensation following such termination and the vesting of Dr. Lewis or Mr. Bagley's stock options may accelerate in whole or in part upon such termination. Arrangements related to post-termination compensation and benefits applicable to Dr. Lewis and Mr. Bagley are discussed above under the headings "Description of Employment Agreements and Related Compensation - Employment Agreement with Jonathan Lewis, M.D., Ph.D." and "Description of Employment Agreements and Related Compensation - Employment Agreement with Richard E. Bagley."

Director Compensation

Under the Company's director compensation policy in effect for fiscal 2009, each non-employee director of the Company received a \$3,750 quarterly cash retainer paid in arrears plus \$2,000 for each Board of Director's meeting attended by such director. In addition, the chairmen of the Company's audit committee and compensation committee receive an additional quarterly cash retainer of \$2,500 paid in arrears. With the exception of the chairmen of the audit committee and compensation committee, each other non-employee director serving on the Company's audit committee, compensation committee and corporate governance and nominating committee received a \$1,000 cash payment for each committee meeting attended by such director. In addition, the Company's general practice has been to approve year-end equity incentive grants to non-employee directors in consideration for services provided to the Company as directors during the preceding year. On December 31, 2009, the Board of Directors awarded each non-employee director 7,500 restricted shares of the Company's common stock and an option to purchase 7,500 shares of the Company's common stock at an exercise price equal to \$2.85 per share. The restricted shares are subject to transfer and forfeiture restrictions that lapse, and the options vest, in two equal annual installments of 3,750 each on December 31, 2010 and 2011. In addition to the year-end equity incentive grants, each non-employee director also received a grant of 30,000 restricted shares of the Company's common stock on September 23, 2009. These additional one-time grants were made as part of the Company's overall personnel retention program and in respect of the considerable additional time and attention that the directors contributed to the Company during 2009 in overseeing the Company's product development and capital raising endeavors. The transfer and forfeiture restrictions applicable to these grants are scheduled to lapse in their entirety on the one year anniversary of the grant date.

The table below summarizes the compensation paid by the Company to its non-employee directors for the fiscal year ended December 31, 2009.

Name	Fees Earned or Paid in Cash	Option Awards(1)	Restricted Stock Award	All Other Compensation	Total
Jonathan Lewis, M.D., Ph.D.(2)	\$ -			\$ -	\$ -
Richard E. Bagley(2)	\$ -			\$ -	\$ -
Murray Brennan	\$ 37,000(3)	\$ 24,525	\$ 83,175	\$ -	\$ 144,700
James A. Cannon	\$ 35,000(4)	\$ 24,525	\$ 83,175	\$ -	\$ 142,700
Gary S. Fragin	\$ 29,000(5)	\$ 24,525	\$ 83,175	\$ -	\$ 136,700
Wyche Fowler, Jr., J.D.	\$ 30,000(6)	\$ 24,525	\$ 83,175	\$ -	\$ 137,700
Timothy McInerney	\$ 26,000(7)	\$ 24,525	\$ 83,175	\$ -	\$ 133,700

(8) Includes cash retainers totaling \$25,000 and \$1,000 in fees related to Dr. Weiser's attendance at committee meetings.

On March 31, 2010, the Company adopted an amended policy governing director compensation for 2010 and beyond. Under the amended policy, each non-employee director receives a \$40,000 annualized cash retainer and additional annualized payments for service on the committee(s) to which they are assigned, as set forth in the table below:

	Chair	Member
Audit Committee	\$ 15,000	\$ 8,000
Compensation Committee	\$ 10,000	\$ 6,000
Corporate Governance and Nominating Committee	\$ 6,000	\$ 4,000

The non-executive Lead Director will also receive further annualized cash compensation of \$15,000. All cash retainers are paid on a quarterly basis in arrears to non-employee directors that continue to serve as members of the Board on the last business day of each calendar quarter. In addition, at the end of each calendar year (commencing with 2010), each non-employee director will receive annual equity incentive grants comprised of restricted shares of the Company's common stock and options to purchase shares of the Company's common stock. These grants, which will vest in their entirety on the one year anniversary of the date of grant, will be in consideration for services to be provided to the Company as directors during the next year. The number of restricted shares and options comprising each grant will be determined by the Board of Directors prior to the end of each calendar year upon recommendation from the compensation committee. Equity awards representing consideration for 2010 service were granted upon the March 31, 2010 amendment to the director compensation policy, such grants being in respect of grants that would have been made had the amended policy been in place on December 31, 2009. Effective upon a director's initial election to the Board, he or she will receive 25,000 restricted shares of the Company's common stock and an option to purchase 25,000 shares of the Company's common stock. The restricted stock will be subject to transfer and forfeiture restrictions that will lapse on the one year anniversary of the grant date and the stock option will vest in three equal annual installments.

As set forth in its written charter, the compensation committee annually, or more frequently if deemed advisable, reviews director compensation practices and recommends any changes for adoption by the full Board of Directors. As such, the director compensation described above is subject to change at the discretion of the Board of Directors.

Our Board of Directors adopted a Code of Business Conduct and Ethics to be applicable to all officers, directors and employees. The Code of Business Conduct and Ethics is intended to be designed to deter wrong-doing and promote honest and ethical behavior, full, fair, timely, accurate and understandable disclosure, and compliance with applicable laws. The Code of Ethics is available on our website at www.ziopharm.com and a copy may be obtained without charge upon written request to the Company's President at the Company's headquarters address.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The Company's 2003 Stock Option Plan (the "2003 Plan"), which is currently the Company's only equity compensation plan, has been approved by the Company's stockholders. The following table sets forth certain information as of December 31, 2009 with respect to the 2003 Plan:

Plan Category	Number of Securities to Be Issued Upon Exercise of Outstanding	Weighted-Average Exercise Price of Outstanding Options	Number of Securities Remaining Available for Future Issuance
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	Options (A)	(B)	Under Equity Compensation Plans (Excluding Securities Reflected in Column (A)) (C)
Equity compensation plans approved by stockholders:			
2003 Stock Option Plan	3,533,436	\$ 2.82	368,817
Total:	3,533,436	\$ 2.82	368,817
Equity compensation plans not approved by stockholders:			
2000 individual option grant (1)	1,250	\$ 20.00	—
Total:	1,250	\$ 20.00	—

(1) Represents a stock option that is scheduled to expire on December 20, 2010.

Additional information in response to this Item is incorporated herein by reference to our definitive proxy statement to be filed pursuant to Regulation 14A within 120 days after the end of the fiscal year covered by this form 10-K.

The following table summarizes certain information regarding the beneficial ownership (as such term is defined in Rule 13d-3 under the Securities Exchange Act of 1934) of our outstanding common stock as of April 27, 2010 by (i) each person known by us to be the beneficial owner of more than 5% of our outstanding common stock, (ii) each of our directors, (iii) each of the named executives, and (iv) all current executive officers and directors as a group. Except as indicated in the footnotes below, the persons listed below possess sole voting and investment power with respect to their shares. Except as otherwise indicated, the address of the persons listed below is 1180 Avenue of the Americas, 19th Floor, New York, NY 10036.

Name and Address of Beneficial Owner	Shares of Common Stock Beneficially Owned (#) (1)	Percentage of Common Stock Beneficially Owned (%)
Jonathan Lewis, M.D., Ph.D.	1,502,060(2)	3.52%
Richard E. Bagley	780,280(3)	1.84%
George B. Abercrombie	25,000	*
Murray Brennan, M.D.	150,863(4)	*
James A. Cannon	413,363(5)	*
Senator Wyche Fowler, Jr., J.D.	150,863(4)	*
Gary S. Fragin	150,863(4)	*
Timothy McInerney	596,507(6)	1.42%
Michael Weiser, M.D., Ph.D.	263,193(7)	*
All current executive officers and directors as a group	4,057,962(8)	9.20%
QVT Financial GP LLC 1177 Avenue of the Americas, 9th Floor New York, NY 10036	5,806,500(9)	13.29%
Austin W. Marx and David M. Greenhouse c/o Special Situations Funds 527 Madison Avenue, Suite 2600 New York, NY 10022	3,332,001(10)	7.73%
Merlin BioMed Private Equity Advisors, LLC 230 Park Avenue, Suite 928 New York, NY 10169	2,419,500(11)	5.79%
Great Point Partners, LLC 165 Mason Street, 3rd Floor Greenwich, CT 06830	2,419,500(12)	5.68%
Essex Woodlands Health Ventures Fund VI LP 1001 Woodloch Forest Drive, Suite 175 The Woodlands, TX 77380	2,296,652(13)	5.45%

* Less than 1%

(1)

Beneficial ownership is determined in accordance with SEC rules, and includes any shares as to which the security or stockholder has sole or shared voting power or investment power, and also any shares which the security or stockholder has the right to acquire within 60 days of the date hereof, whether through the exercise or conversion of any stock option, convertible security, warrant or other right. The indication herein that shares are beneficially owned is not an admission on the part of the security or stockholder that he, she or it is a direct or indirect beneficial owner of those shares.

- (2) Includes 856,585 shares issuable upon the exercise of stock options that are currently exercisable or will become exercisable within the next 60 days. Also includes 450 shares indirectly held as custodian for his minor children under the Connecticut Uniform Gift to Minors Act.
- (3) Includes 571,125 shares issuable upon the exercise of stock options that are currently exercisable or will become exercisable within the next 60 days.
- (4) Includes 83,363 shares issuable upon the exercise of stock options that are currently exercisable or will become exercisable within the next 60 days.

- (5) Includes 87,500 shares issuable upon the exercise of warrants and 83,363 shares issuable upon the exercise of stock options that are currently exercisable or will become exercisable within the next 60 days.
- (6) Includes 282,439 shares issuable upon the exercise of warrants and 83,363 shares issuable upon the exercise of stock options that are currently exercisable or will become exercisable within the next 60 days.
- (7) Includes 53,855 shares issuable upon the exercise of warrants and 83,363 shares issuable upon the exercise of stock options that are currently exercisable or will become exercisable within the next 60 days.
- (8) Includes 423,824 shares issuable upon the exercise of warrants and 1,927,888 shares issuable upon the exercise of stock options that are currently exercisable or will become exercisable within the next 60 days.
- (9) Based on the most recent Schedule 13G filed with the Securities and Exchange Commission on December 14, 2009. QVT Financial LP (“QVT Financial”) is the investment manager of QVT Fund LP (the “Fund”) and Quintessence Fund L.P. (“Quintessence”). The shares beneficially owned by QVT Financial include 3,509,061 shares held by the Fund and 361,939 shares held by Quintessence, and also include 1,754,531 and 180,969 shares that are issuable upon the exercise of warrants held by the Fund and Quintessence, respectively, that are currently exercisable or will become exercisable within the next 60 days. QVP Financial GP LLC (“Financial GP”) is the general partner of QVT Financial. QVT Associates GP LLC, as general partner of the Fund and Quintessence, along with Financial GP and QVT Financial, may be deemed to beneficially own and have shared power to vote and dispose of the securities held by the Fund and Quintessence. The warrants to purchase shares held by the Fund and Quintessence contain “blocker” provisions that limits their ability exercise such warrants to the extent that such exercise would cause the shareholder’s and certain related parties’ beneficial ownership in the Company to exceed 9.99% of the Company’s shares outstanding. The calculation of beneficial ownership does not take into account the effect of such “blocker” provisions.
- (10) Based on the most recent 13G filed with the Securities and Exchange Commission on February 12, 2010. Austin M. Marxe (“Marxe”) and David M. Greenhouse (“Greenhouse”) are the controlling principals of AWM Investment Company, Inc. (“AWM”), the general partner of MGP Advisers Limited Partnership (“MGP”), the general partner of Special Situations Fund III QP, L.P. (“SSFQP”). Marxe and Greenhouse are members of MG Advisers L.L.C. (“MG”), the general partner of Special Situations Private Equity Fund, L.P. (“SSPE”). Marxe and Greenhouse are also members of LS Advisers L.L.C. (“LS”), the general partner of Special Situations Life Sciences Fund, L.P. (“Life Sciences”). AWM serves as the investment adviser to SSFQP, SSPE, and Life Sciences (SSFQP, SSPE, and Life Sciences are referred to as the “Funds”). The shares beneficially owned by Marxe and Greenhouse include (i) 240,000 shares held by SSPE and 120,000 shares that are issuable upon the exercise of warrants held by SSPE that are currently exercisable or will become exercisable within the next 60 days; (ii) 1,500,000 shares held by SSFPQ and 750,000 shares that are issuable upon the exercise of warrants held by the SSFPQ that are currently exercisable or will become exercisable within the next 60 days and (iii) 448,028 shares held by Life Sciences and 448,028 shares that are issuable upon the exercise of warrants held by the Life Sciences that are currently exercisable or will become exercisable within the next 60 days. Marxe and Greenhouse shares power to vote and dispose of the securities held by the Funds.
- (11) Based on the most recent Schedule 13G filed with the Securities and Exchange Commission on January 26, 2010. Dominique Sémon (“Sémon”), the managing member of Merlin BioMed Private Equity Advisors, LLC (“Merlin”), may be deemed to be the beneficial owner of the referenced securities. Each of Sémon and Merlin have shared power to vote and dispose of the Company’s referenced securities.
- (12) Based on the most recent Schedule 13G filed with the Securities and Exchange Commission on December 14, 2009. Included (i) 1,056,580 shares held by Biomedical Value Fund, L.P. (“BVF”) and 532,290 shares that are

issuable upon the exercise of warrants held by BVF that are currently exercisable or will become exercisable within the next 60 days; and (ii) 548,420 shares held by Biomedical Offshore Value Fund, Ltd. (“BOVF”) and 274,210 that are issuable upon the exercise of warrants held by BVF that are currently exercisable or will become exercisable within the next 60 days. Great Point Partners, LLC (“Great Point”), acts as the investment manager of each of BVF and BOVF. Dr. Jeffrey R. Jay, M.D. acts as senior managing member of Great Point, and David Kronin acts as special managing member of Great Point. Great Point, by virtue of its management position to each of BVF and BOVF, and Dr. Jay and Mr. Kronin, by virtue of their management positions with Great Point, may be deemed to beneficially own and share the power to vote and dispose of the securities held by BVF and BOVF.

- (13) Based on the most recent 13G filed with the Securities and Exchange Commission on March 12, 2007. Includes 382,776 shares issuable upon the exercise of warrants that are currently exercisable or will become exercisable within the next 60 days. The securities were purchased by Essex Woodlands Health Ventures Fund VI, L.P., a Delaware limited partnership (the “Partnership”). Essex Woodlands Health Ventures VI, L.P., a Delaware limited partnership (the “GP Partnership”), is the general partner of the Partnership. Essex Woodlands Health Ventures VI, L.L.C., a Delaware limited liability company (the “General Partner”), is the general partner of the GP Partnership. James L. Currie, Martin P. Sutter, Immanuel Thangaraj, Petri Vainio, Mark Pacala and Jeff Himawan (each a “Manager”, collectively, the “Managers”, and together with the Partnership, GP Partnership and the General Partner, the “Reporting Persons”). The General Partner may be deemed to have voting control and investment discretion over securities owned by the Partnership. The Managers may be deemed to be the beneficial owners of any shares deemed to be beneficially owned by the General Partner. The foregoing should not be construed in and of itself as an admission by the General Partner or the Managers as to beneficial ownership of the shares owned by the Partnership.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Related Party Transactions

In consideration for serving as a sub-placement agent in connection with our private placement of common stock and warrants that was completed on September 15, 2009 (the "Offering"), we paid Riverbank Capital Securities, Inc. ("Riverbank") approximately \$185,000 and issued to Riverbank and its designees warrants to purchase a total of 65,843 shares of our common stock at an exercise price of \$2.04 per share (the "Placement Warrants"). Timothy McInerney, who serves as a member of the our Board of Directors, is an officer of Riverbank. Riverbank may allocate or may have allocated to Mr. McInerney a portion of the compensation that it received for serving as a sub-placement agent. In light of the relationship between Mr. McInerney and Riverbank, Mr. McInerney abstained from voting as a director on matters related to the selection of the placement agents in the Offering and the terms of the Offering were reviewed and approved by a special financing committee of which Mr. McInerney was not a member.

Director Independence

The Board has determined that Dr. Murray Brennan, Mr. George B. Abercrombie, Mr. James A. Cannon, Senator Wyche Fowler, Jr., Mr. Gary S. Fragin, Mr. Timothy McInerney and Dr. Michael Weiser are "independent directors," as such term is defined in the NASDAQ Stock Market's Marketplace Rule 5605(a)(2). The Board of Directors has appointed an independent director, Dr. Murray Brennan, to serve as its non-executive Lead Director. The Board has elected to separate the Lead Director function from that of the Chief Executive Officer, who serves as the Company's principal executive officer, due to a belief that separating these functions, and empowering an independent director to chair the Board meetings, will result in increased Board oversight of management activities. The Board of Directors has a standing audit committee, compensation committee and corporate governance and nominating committee. The current members of the committees are as follows:

Director	Audit	Compensation	Corporate Governance and Nominating
George B. Abercrombie		X	X
Murray Brennan		X (Chair)	X
James A. Cannon	X (Chair)		
Gary S. Fragin	X		
Wyche Fowler, Jr., J.D.	X		X
Timothy McInerney			X (Chair)
Michael Weiser, M.D., Ph.D.		X	

Item 14. Principal Accountant Fees and Services

Fees Billed to Company by Its Independent Registered Public Accounting Firm

Caturano and Company, P.C. served as the Company's independent registered public accounting firm for each of the fiscal years ended December 31, 2009 and 2008. The following table presents fees billed by Caturano and Company, P.C. during such years.

	For the Fiscal Year Ended December 31,	
	2009	2008
Audit Fees(1)	\$ 159,291	\$ 106,136
Audit Related Fees(2)	-	-

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Tax Fees	-	-
All Other Fees	-	-
Total	\$ 159,291	\$ 106,136

-
- (1) Represents amounts related to the audit of the Company's annual financial statements and the review of the Company's financial statements included in the Company's quarterly reports on Form 10-Q.
- (2) Audit-related fees represent amounts reasonably related to the performance of the audit or review of the Company's financial statements but are not reported under the Audit Fees category.

The audit committee of the Board of Directors has reviewed the services provided by Caturano and Company, P.C. during the fiscal year ended December 31, 2009 and the amounts billed for such services. After consideration, the audit committee has determined that the receipt of these fees by Caturano and Company, P.C. is compatible with the provision of independent audit services. The audit committee has discussed these services and fees with Caturano and Company, P.C. and Company management to determine that they are appropriate under the rules and regulations concerning auditor independence promulgated by the U.S. Securities and Exchange Commission to implement the Sarbanes-Oxley Act of 2002, as well as under guidelines of the American Institute of Certified Public Accountants.

Audit Committee Pre-Approval Policy

The audit committee charter provides that all audit and non-audit accounting services that are permitted to be performed by the Company's independent registered public accounting firm under applicable rules and regulations must be pre-approved by the audit committee or by designated independent members of the audit committee, other than with respect to de minimis exceptions permitted under Section 202 of the Sarbanes-Oxley Act of 2002. Following adoption of the audit committee charter, all services performed by Caturano & Company, P.C. have been pre-approved in accordance with the charter.

Prior to or as soon as practicable following the beginning of each fiscal year, a description of audit, audit-related, tax, and other services expected to be performed by the independent registered public accounting firm in the following fiscal year is presented to the audit committee for approval. Following such approval, any requests for audit, audit-related, tax, and other services not presented and pre-approved must be submitted to the audit committee for specific pre-approval and cannot commence until such approval has been granted. Normally, pre-approval is provided at regularly scheduled meetings. However, the authority to grant specific pre-approval between meetings, as necessary, may be delegated to one or more members of the audit committee who are independent directors. In the event such authority is so delegated, the full audit committee must be updated at the next regularly scheduled meeting with respect to any services that were granted specific pre-approval by delegation. During fiscal year 2009, the audit committee has functioned in conformance with these procedures.

PART IV

Item 15. Exhibits, Financial Statement Schedules

(1) Financial Statements:

See Part II, Item 8 — Financial Statements of our original filing of this Form 10-K.

(2) Financial Statement Schedules:

Schedules are omitted because they are not applicable, or are not required, or because the information is included in the financial statements and notes thereto.

(3) Exhibits:

The exhibits which are filed or furnished with this report or which are incorporated herein by reference are set forth in the Exhibit Index beginning on page A- 1 , which is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Amendment No. 1 to this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ZIOPHARM ONCOLOGY, INC.

Date: April 30, 2010

By: /s/ Jonathan Lewis

Jonathan Lewis
Chief Executive Officer
(Principal Executive Officer)

Date: April 30, 2010

By: /s/ Richard Bagley

Richard Bagley
President, Chief Financial Officer, Treasurer
and
Chief Operating Officer
(Principal Financial and Accounting Officer)

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Exhibit No.	Description of Document
1.1	Underwriting Agreement dated December 4, 2009 between ZIOPHARM Oncology, Inc. and JMP Securities LLC, as representative of the several underwriters named therein (incorporated by reference to Exhibit 1.1 to the Registrant's Current Report of Form 8-K filed December 8, 2009).
2.1	Agreement and Plan of Merger among the Registrant (formerly "EasyWeb, Inc."), ZIO Acquisition Corp. and ZIOPHARM, Inc., dated August 3, 2005 (incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed August 9, 2005).
3.1	Amended and Restated Certificate of Incorporation, as filed with the Delaware Secretary of State on April 26, 2006 (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report of Form 8-K filed April 26, 2006).
3.2	Certificate of Merger dated September 13, 2005, relating to the merger of ZIO Acquisition Corp. with and into ZIOPHARM, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Form 8-K filed September 19, 2005).
3.3	Certificate of Ownership of the Registrant (formerly "EasyWeb, Inc.") dated as of September 14, 2005, relating the merger of ZIOPHARM, Inc. with and into the Registrant, and changing the Registrant's corporate name from EasyWeb, Inc. to ZIOPHARM Oncology, Inc. (incorporated by reference to Exhibit 3.2 to the Registrant's Form 8-K filed September 19, 2005).
3.4	Bylaws, as amended to date (incorporated by reference to Exhibit 3.3 to the Registrant's Form 8-K filed September 19, 2005).
4.1	Specimen common stock certificate. (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).
4.2	Form of Warrant issued to placement agents in connection with ZIOPHARM, Inc. 2005 private placement (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).
4.3	Schedule identifying holders of Warrants in the form filed as Exhibit 4.2 to this Report (incorporated by reference to Exhibit 4.3 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).
4.4	Warrant for the Purchase of Shares of common stock dated December 23, 2004. (incorporated by reference to Exhibit 4.4 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).
4.5	Option for the Purchase of common stock dated October 15, 2004 and issued to DEKK-Tec, Inc. (incorporated by reference to Exhibit 4.5 to the Registrant's Annual Report on Form 10-KSB filed March 20, 2006).
4.6	Form of Option for the Purchase of Shares of common stock dated August 30, 2004 and issued to The University of Texas M. D. Anderson Cancer Center. (incorporated by reference to Exhibit 4.6 to the Registrant's Annual Report on Form 10-KSB filed March 20, 2006).
4.7	Schedule identifying material terms of Options for the Purchase of Shares of common stock in the form filed as Exhibit 4.6 to this Report. (incorporated by reference to Exhibit 4.7 to the Registrant's Annual Report on Form 10-KSB filed March 20, 2006).
4.8	Form of common stock Purchase Warrant issued to investors in connection with the Registrant's 2006 private placement (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report of Form 8-K filed May 3, 2006).
4.9	Form of common stock Purchase Warrant issued to placement agents in connection with the Registrant's 2006 private placement (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report of Form 8-K filed May 3, 2006).

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Exhibit No.	Description of Document
4.10	Form of Warrant to Purchase Common Stock issued to investors in connection with the Registrant's February 2007 private placement (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report of Form 8-K filed February 26, 2007).
4.11	Form of Warrant to Purchase Common Stock issued to placement agents in connection with the Registrant's February 2007 private placement (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report of Form 8-K filed February 26, 2007).
4.12	Form of Warrant to Purchase Common Stock issued to investors in connection the Registrant's September 2009 private placement (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report of Form 8-K filed September 15, 2009).
4.13	Form of Warrant to Purchase Common Stock issued to placement agents in connection with the Registrant's September 2009 private placement (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report of Form 8-K filed September 15, 2009).
4.14	Form of Warrant to Purchase Common Stock issued to investors in connection with the Registrant's December 2009 public offering (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report of Form 8-K filed December 8, 2009).
4.15	Form of Warrant to Purchase Common Stock issued to underwriters in connection with the Registrant's December 2009 public offering (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report of Form 8-K filed December 8, 2009).
10.1	2003 Stock Incentive Plan (incorporated by reference to Exhibit 10.1 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).
10.2	Amendment No. 1 to 2003 Stock Incentive Plan of ZIOPHARM Oncology, Inc. (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed April 26, 2006).
10.3	Amendment No. 2 to 2003 Stock Incentive Plan of ZIOPHARM Oncology, Inc. (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-QSB filed May 2, 2007).
10.4	Amendment No. 3 to 2003 Stock Incentive Plan of ZIOPHARM Oncology, Inc. (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-160496, filed July 9, 2009).
10.5	Employment Agreement dated as of January 8, 2008 by and between the Registrant and Dr. Jonathan Lewis. (incorporated by reference to exhibit 10.6 to the Registrant's Annual Report on Form 10-KSB filed February 21, 2008).
10.6	Employment Agreement dated as of June 25, 2008 between the Registrant and Richard E. Bagley (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed July 30, 2008).
10.7	Patent and Technology License Agreement dated August 24, 2004, among ZIOPHARM, Inc. (predecessor to the Registrant), the Board of Regents of the University of Texas System on behalf of the University of Texas M.D. Anderson Cancer Center and the Texas A&M University System (incorporated by reference to Exhibit 10.5 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).++
10.8	License Agreement dated October 15, 2004, between ZIOPHARM, Inc. (predecessor to the Registrant) and DEKK-Tec, Inc. (incorporated by reference to Exhibit 10.6 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).++
10.9	Form of subscription agreement between the ZIOPHARM, Inc. and the investors in the Registrant's 2005 private placement (incorporated by reference to Exhibit 10.7 to the Registrant's Registration Statement on Form SB-2, SEC File No. 333-129020, filed October 14, 2005).

Exhibit No.	Description of Document
10.10	Form of Incentive Stock Option Agreement granted under 2003 Stock Option Plan (incorporated by reference to Exhibit 10.7 to the Registrant's Annual Report on Form 10-KSB filed March 20, 2006).
10.11	Form of Employee Non-Qualified Stock Option Agreement granted under 2003 Stock Option Plan (incorporated by reference to Exhibit 10.8 to the Registrant's Annual Report on Form 10-KSB filed March 20, 2006).
10.12	Form of Director Non-Qualified Stock Option Agreement granted under 2003 Stock Option Plan (incorporated by reference to Exhibit 10.9 to the Registrant's Annual Report on Form 10-KSB filed March 20, 2006).
10.13	Form of Subscription Agreement by and between ZIOPHARM Oncology, Inc. and investors in the ZIOPHARM Oncology, Inc. 2006 private placement (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report of Form 8-K filed May 3, 2006).
10.14	Asset Purchase Agreement dated November 3, 2006 by and among Baxter Healthcare S.A., Baxter International, Inc., Baxter Oncology GmbH and ZIOPHARM Oncology, Inc. (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-QSB filed November 13, 2006).++
10.15	License Agreement dated November 3, 2006 by and among Baxter Healthcare S.A., Baxter International, Inc. and ZIOPHARM Oncology, Inc. (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-QSB filed November 13, 2006).++
10.16	Amendment to License Agreement dated September 24, 2009 by and among Baxter Healthcare S.A., Baxter International, Inc. and ZIOPHARM Oncology, Inc.
10.17	Form of Securities Purchase Agreement by and between ZIOPHARM Oncology, Inc. and investors in the ZIOPHARM Oncology, Inc. February 2007 private placement (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report of Form 8-K filed February 26, 2007).
10.18	Form of Registration Rights Agreement by and between ZIOPHARM Oncology, Inc. and investors in the ZIOPHARM Oncology, Inc. February 2007 private placement (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report of Form 8-K filed February 26, 2007).
10.19	Form of Restricted Stock Agreement (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report of Form 8-K filed December 18, 2007).
10.20	Form of Securities Purchase Agreement dated September 9, 2009 by and between ZIOPHARM Oncology, Inc. and investors in the ZIOPHARM Oncology, Inc. September 2009 private placement (incorporated by reference to Exhibit 10.1 to the Registrant's Current Report of Form 8-K filed September 15, 2009).
10.21	Form of Registration Rights Agreement dated September 9, 2009 by and between ZIOPHARM Oncology, Inc. and investors in the ZIOPHARM Oncology, Inc. September 2009 private placement (incorporated by reference to Exhibit 10.2 to the Registrant's Current Report of Form 8-K filed September 15, 2009).
23.1	Consent of Independent Registered Public Accounting Firm — Caturano and Company, P.C. (Previously filed as an exhibit to the Registrant's Form 10-K for the year ended December 31, 2009 filed with the Commission on March 17, 2010.)
31.1	Certification of Chief Executive Officer pursuant to Securities Exchange Act Rule 13a-15(e)/15d-15(e) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Securities Exchange Act Rule 13a-15(e)/15d-15(e) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	

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Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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Exhibit

No.	Description of Document
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

++ Confidential treatment has been granted as to certain portions of this exhibit pursuant to Rule 406 of the Securities Act of 1933, as amended, or Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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Exhibit

No.	Description of Document
31.1	Certification of Chief Executive Officer pursuant to Securities Exchange Act Rule 13a-15(e)/15d-15(e) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Securities Exchange Act Rule 13a-15(e)/15d-15(e) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

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