

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): January 31, 2012

PDL BioPharma, Inc.

(Exact name of Company as specified in its charter)

000-19756

(Commission File Number)

Delaware
(State or Other Jurisdiction of
Incorporation)

94-3023969
(I.R.S. Employer Identification No.)

932 Southwood Boulevard
Incline Village, Nevada 89451
(Address of principal executive offices, with zip code)

(775) 832-8500
(Company's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Beginning on January 31, 2012, PDL BioPharma, Inc. (the Company) entered into separate privately negotiated exchange agreements (the Exchange Agreements) under which it has retired \$10,028,000 aggregate principal amount of the Company's outstanding 2.875% Convertible Senior Notes due February 15, 2015 (the Old Notes). Pursuant to the Exchange Agreements, holders of the Old Notes received \$10,028,000 aggregate principal amount of the Company's 2.875% Series 2012 Convertible Senior Notes due February 15, 2015 (the New Notes). Immediately following the exchanges, \$1,000,000 principal amount of Old Notes remained outstanding and \$179,000,000 principal amount of New Notes was outstanding.

The Exchange Agreements contain representations and warranties to support the Company's reasonable belief that the holders of Old Notes party thereto (i) are the sole legal and beneficial owners of the Old Notes that are the subject thereof, (ii) are "accredited investors" as defined by the rules promulgated under the Securities Act of 1933, as amended (the Securities Act), and (iii) are not directors, officers or "affiliates" of the Company as defined by the rules promulgated under the Securities Act, among other matters.

The foregoing summary of the Exchange Agreements does not purport to be complete and is qualified in its entirety by reference to the form of Exchange Agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

On February 2, 2012, the Company issued \$10,028,000 aggregate principal amount of the New Notes in exchange for \$10,028,000 aggregate principal amount of the Old Notes. The New Notes were issued as "Additional Securities" pursuant to the Indenture, dated as of January 5, 2012 (the Indenture), between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee (the Trustee).

The New Notes bear interest at a rate of 2.875% per annum on the principal amount thereof, payable semi-annually in arrears on February 15 and August 15 of each year, beginning on February 15, 2012, to holders of record at the close of business on the preceding February 1 and August 1, respectively. The New Notes will mature on February 15, 2015, unless earlier repurchased or converted. The Company may not redeem the New Notes prior to their stated maturity date.

Holders may convert their New Notes under the following conditions at any time prior to the close of business on the second scheduled trading day immediately preceding the stated maturity date of the New Notes, in multiples of \$1,000 principal amount, under the following circumstances:

- during any fiscal quarter commencing after the fiscal quarter ending December 31, 2011, if the closing price of the Company's common stock for at least 20 trading days in a period of 30 consecutive trading days ending on the last trading day of the immediately preceding fiscal quarter exceeds 130% of the conversion price for the New Notes on the last day of such preceding fiscal quarter;
- during the five business-day period immediately after any five consecutive trading-day period in which the trading price per \$1,000 principal amount of New Notes for each trading day of that measurement period was less than 98% of the product of the closing price of the Company's common stock and the conversion rate for the New Notes for that trading day; or
- upon the occurrence of certain corporate transactions as provided in the Indenture.

In addition, Holders may convert their New Notes at their option at any time beginning on August 15, 2014, and ending on the close of business on the second scheduled trading day immediately preceding the stated maturity date for the New Notes, without regard to the foregoing circumstances.

The current conversion rate for the New Notes is 155.396 shares of the Company's common stock per \$1,000 principal amount of New Notes, which is equivalent to a conversion price of approximately \$6.44 per share of common stock, subject to adjustments upon the occurrence of certain specified events as set forth in the Indenture. Upon conversion, the Company will be required to pay cash and, if applicable, deliver shares of the Company's common stock as more fully described in the Indenture.

In addition, upon the occurrence of a fundamental change (as defined in the Indenture), Holders may require the Company to repurchase their New Notes at a purchase price of 100% of the principal amount of the New Notes, plus accrued and unpaid interest, if any, to (but not including) the fundamental change repurchase date. Holders that convert their New Notes in connection with certain types of fundamental change (as more fully described in the Indenture) may be entitled to a make-whole premium in the form of an increase in the conversion rate.

The events of default, which may result in the acceleration of the maturity of the New Notes, include default by the Company in the payment of principal or premium, if any, on the New Notes when due, failure to comply with its obligation to convert the New Notes in accordance with the Indenture, failure by the Company to pay any interest on any New Note when due if such failure continues for 30 days, failure by the Company to perform any other agreement required under the Indenture if such failure continues for 60 days after notice is given in accordance with the Indenture, failure by the Company to pay the purchase price of any New Note when due, failure to provide timely notice of a fundamental change, if required by the Indenture, if such failure continues for 30 days after notice of the Company's failure to do so, failure by the Company to timely discharge certain other indebtedness, and certain events of bankruptcy or insolvency involving the Company.

If an event of default, other than an event of default involving bankruptcy or insolvency of the Company, occurs and is continuing, either the Trustee or Holders of at least 25% in aggregate principal amount of the New Notes then outstanding may declare the principal amount of all the New Notes then outstanding to be due and payable immediately. If an event of default involving bankruptcy or insolvency with respect to the Company occurs, then the principal amount of the New Notes then outstanding will automatically become immediately due and payable without any notice or other action by the Trustee or any Holder. Notwithstanding the foregoing, the Company may elect, at its option, that for the first 180 days after the occurrence of an event of default relating to a filing failure by the Company, the sole remedy shall consist of an extension fee accruing at a rate of 1% per annum of the aggregate principal amount of the New Notes then outstanding.

The foregoing summary of the New Notes does not purport to be complete and is qualified in its entirety by reference to Indenture (including the form of New Note included therein), which was filed as Exhibit 4.1 to the Company's Current Report on Form 8-K dated January 6, 2012 and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth in Item 1.01 and 2.03 of this Current Report on Form 8-K is incorporated herein by reference.

The Company did not receive any proceeds from the issuance of the New Notes. The New Notes are convertible into a combination of cash and shares of the Company's common stock and are represented by a single unrestricted CUSIP number. The shares of the Company's common stock issuable upon conversion of the New Notes have been reserved for issuance by the Company and listed on the NASDAQ Global Select Market.

The New Notes were issued solely to existing security holders of the Company. The New Notes were issued, and to the extent any shares of the Company's common stock are issued upon conversion of the New Notes, such shares will be issued, pursuant to the exemption from registration under the Securities Act provided by Section 3(a)(9) of the Securities Act. The Company did not pay or give, directly or indirectly, any commission or other remuneration, including underwriting discounts, to any broker, dealer, salesman or other person in connection with these transactions.

Item 8.01 Other Events.

On February 2, 2012, the Company issued a press release announcing the transactions described herein. The press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
4.1	Indenture, dated as of January 5, 2012, between PDL BioPharma, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Current Report on Form 8-K filed on January 6, 2012)
10.1	Form of Exchange Agreement between the Company and certain holders of the Company's 2.875% Convertible Senior Notes due February 15, 2015
99.1	Press Release

SIGNATURES

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

PDL BIOPHARMA, INC.
(Company)

By: /s/ John P. McLaughlin
John P. McLaughlin
President and Chief Executive Officer

Dated: February 2, 2012

EXHIBIT INDEX

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10.1	Form of Exchange Agreement between the Company and certain holders of the Company's 2.875% Convertible Senior Notes due February 15, 2015
99.1	Press Release

EXCHANGE AGREEMENT

_____ (the “**Undersigned**”), for itself and on behalf of the beneficial owners listed on **Exhibit A** hereto (“**Accounts**”) for whom the Undersigned holds contractual and investment authority (each Account, as well as the Undersigned if it is exchanging Existing Notes (as defined below) hereunder, a “**Holder**”), enters into this Exchange Agreement (the “**Agreement**”) with PDL BioPharma, Inc. (the “**Company**”) on January __, 2012, whereby the Holders will exchange (the “**Exchange**”) the Company’s 2.875% Convertible Senior Notes due February 15, 2015 (the “**Existing Notes**”) for the Company’s new 2.875% Series 2012 Convertible Senior Notes due February 15, 2015 (the “**New Notes**”) that will be issued pursuant to the provisions of an Indenture dated as of January 5, 2012 (the “**Indenture**”), between the Company and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “**Trustee**”).

On and subject to the terms hereof, the parties hereto agree as follows:

Article I: Exchange of the Existing Notes for New Notes

At the Closing (as defined herein), the Undersigned hereby agrees to cause the Holders to exchange and deliver to the Company the following Existing Notes, and in exchange therefor the Company hereby agrees to issue to the Holders the principal amount of New Notes described below:

Principal Amount of Existing Notes to be Exchanged:

\$ _____
(the “**Exchanged Notes**”).

Principal Amount of New Notes to be Issued in the Exchange:

\$ _____
(the “**Holders’ New Notes**”).

The closing of the Exchange (the “**Closing**”) shall occur on a date (the “**Closing Date**”) no later than three business days after the date of this Agreement. At the Closing, (a) each Holder shall deliver or cause to be delivered to the Company all right, title and interest in and to its Exchanged Notes free and clear of any mortgage, lien, pledge, charge, security interest, encumbrance, title retention agreement, option, equity or other adverse claim thereto (collectively, “**Liens**”), together with any documents of conveyance or transfer that the Company may deem necessary or desirable to transfer to and confirm in the Company all right, title and interest in and to the Exchanged Notes free and clear of any Liens, and (b) the Company shall deliver to each Holder the principal amount of Holders’ New Notes specified on **Exhibit A** hereto (or, if there are no Accounts, the Company shall deliver to the Undersigned, as the sole Holder, the Holders’ New Notes specified above); provided, however, that the parties acknowledge that the delivery of the Holders’ New Notes to the Holder may be delayed due to procedures and mechanics within the system of the Depository Trust Company and that such delay will not be a default under this Agreement so long as (i) the Company is using its best efforts to effect the issuance of one or more global notes representing the New Notes, (ii) such delay is no longer than three business days, and (iii) interest shall accrue on such New Notes from the last interest payment date to which interest has been paid on the Existing Notes. Simultaneously with or after the Closing, the Company may issue New Notes to one or more other holders of outstanding Existing Notes or to other investors, subject to the terms of the Indenture.

Article II: Covenants, Representations and Warranties of the Holders

Each Holder (and, where specified below, the Undersigned) hereby covenants (solely as to itself), as follows, and makes the following representations and warranties (solely as to itself), each of which is and shall be true and correct on the date hereof and at the Closing, to the Company, and all such covenants, representations and warranties shall survive the Closing.

Section 2.1 Power and Authorization. The Holder is duly organized, validly existing and in good standing, and has the power, authority and capacity to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the Exchange contemplated hereby. If the Undersigned is executing this Agreement on behalf of Accounts, (a) the Undersigned has all requisite discretionary and contractual authority to enter into this Agreement on behalf of, and bind, each Account, and (b) Exhibit A hereto is a true, correct and complete list of (i) the name of each Account, (ii) the principal amount of such Account's Exchanged Notes, and (iii) the principal amount of Holders' New Notes to be issued to such Account in respect of its Exchanged Notes.

Section 2.2 Valid and Enforceable Agreement; No Violations. This Agreement has been duly executed and delivered by the Undersigned and the Holder and constitutes a legal, valid and binding obligation of the Undersigned and the Holder, enforceable against the Undersigned and the Holder in accordance with its terms, except that such enforcement may be subject to (a) bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws affecting or relating to enforcement of creditors' rights generally, and (b) general principles of equity, whether such enforceability is considered in a proceeding at law or in equity (the "**Enforceability Exceptions**"). This Agreement and consummation of the Exchange will not violate, conflict with or result in a breach of or default under (i) the Undersigned's or the Holder's organizational documents, (ii) any agreement or instrument to which the Undersigned or the Holder is a party or by which the Undersigned or the Holder or any of their respective assets are bound, or (iii) any laws, regulations or governmental or judicial decrees, injunctions or orders applicable to the Undersigned or the Holder.

Section 2.3 Title to the Exchanged Notes. The Holder is the sole legal and beneficial owner of the Exchanged Notes set forth opposite its name on Exhibit A hereto (or, if there are no Accounts, the Undersigned is the sole legal and beneficial owner of all of the Exchanged Notes). The Holder has good, valid and marketable title to its Exchanged Notes, free and clear of any Liens (other than pledges or security interests that the Holder may have created in favor of a prime broker under and in accordance with its prime brokerage agreement with such broker). The Holder has not, in whole or in part, except as described in the preceding sentence, (a) assigned, transferred, hypothecated, pledged, exchanged or otherwise disposed of any of its Exchanged Notes or its rights in its Exchanged Notes, or (b) given any person or entity any transfer order, power of attorney or other authority of any nature whatsoever with respect to its Exchanged Notes. Upon the Holder's delivery of its Exchanged Notes to the Company pursuant to the Exchange, such Exchanged Notes shall be free and clear of all Liens created by the Holder.

Section 2.4 Accredited Investor. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D ("**Regulation D**") promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

Section 2.5 No Affiliate Status. The Holder is not, and has not been during the consecutive three month period preceding the date hereof, a director, officer or "affiliate" within the meaning of Rule 144 promulgated under the Securities Act (an "**Affiliate**") of the Company. To its knowledge, the Holder did not acquire any of the Exchanged Notes, directly or indirectly, from an Affiliate of the Company.

Section 2.6 No Illegal Transactions. Each of the Undersigned and the Holder has not, directly or indirectly, and no person acting on behalf of or pursuant to any understanding with it has, engaged in any transactions in the securities of the Company (including, without limitation, any Short Sales (as defined below) involving any of the Company's securities) since the time that the Undersigned was first contacted by either the Company or any other person regarding the Exchange, this Agreement or an investment in the New Notes or the Company. Each of the Undersigned and the Holder covenants that neither it nor any person acting on its behalf or pursuant to any understanding with it will engage, directly or indirectly, in any transactions in the securities of the Company (including Short Sales) prior to the time the transactions contemplated by this Agreement are publicly disclosed. "**Short Sales**" include, without limitation, all "short sales" as defined in Rule 200 of Regulation SHO promulgated under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, derivatives and similar arrangements (including on a total return basis), and sales and other transactions through non-U.S. broker-dealers or foreign regulated brokers. Solely for purposes of this Section 2.6, subject to the Undersigned's and the Holder's compliance with their respective obligations under the U.S. federal securities laws and the Undersigned's and the Holder's respective internal policies, (a) "Undersigned" and "Holder" shall not be deemed to include any employees, subsidiaries or affiliates of the Undersigned or the Holder that are effectively walled off by appropriate "Chinese Wall" information barriers approved by the Undersigned's or the Holder's respective legal or compliance department (and thus have not been privy to any information concerning the Exchange), and (b) the foregoing representations of this Section 2.6 shall not apply to any transaction by or on behalf of an Account that was effected without the advice or participation of, or such Account's receipt of information regarding the Exchange provided by, the Undersigned.

Section 2.7 Adequate Information; No Reliance. The Holder acknowledges and agrees that (a) the Holder has been furnished with all materials it considers relevant to making an investment decision to enter into the Exchange and has had the opportunity to review the Company's filings and submissions with the Securities and Exchange Commission (the "SEC"), including, without limitation, all information filed or furnished pursuant to the Exchange Act, (b) the Holder has had a full opportunity to ask questions of the Company concerning the Company, its business, operations, financial performance, financial condition and prospects, and the terms and conditions of the Exchange, (c) the Holder has had the opportunity to consult with its accounting, tax, financial and legal advisors to be able to evaluate the risks involved in the Exchange and to make an informed investment decision with respect to such Exchange and (d) the Holder is not relying, and has not relied, upon any statement, advice (whether accounting, tax, financial, legal or other), representation or warranty made by the Company or any of its affiliates or representatives, except for (A) the publicly available filings and submissions made by the Company with the SEC under the Exchange Act, and (B) the representations and warranties made by the Company in this Agreement.

Article III: Covenants, Representations and Warranties of the Company

The Company hereby covenants as follows, and makes the following representations and warranties, each of which is and shall be true and correct on the date hereof and at the Closing, to the Holders, and all such covenants, representations and warranties shall survive the Closing.

Section 3.1 Power and Authorization. The Company is duly incorporated, validly existing and in good standing under the laws of its state of incorporation, and has the power, authority and capacity to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the Exchange contemplated hereby.

Section 3.2 Valid and Enforceable Agreements; No Violations. This Agreement and the Indenture have been duly executed and delivered by the Company and constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except that such enforcement may be subject to the Enforceability Exceptions. At the Closing, the Indenture will govern the terms of the New Notes. This Agreement, the Indenture and consummation of the Exchange do not and will not violate, conflict with or result in a breach of or default under (i) the charter, bylaws or other organizational documents of the Company, (ii) any agreement or instrument to which the Company is a party or by which the Company or any of its assets are bound, or (iii) any laws, regulations or governmental or judicial decrees, injunctions or orders applicable to the Company.

Section 3.3 Validity of the Holders' New Notes. The Holders' New Notes have been duly authorized by the Company and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to the Holder pursuant to the Exchange against delivery of the Exchanged Notes in accordance with the terms of this Agreement, the Holders' New Notes will be valid and binding obligations of the Company, enforceable in accordance with their terms, except that such enforcement may be subject to the Enforceability Exceptions, and the Holders' New Notes will not be subject to any preemptive, participation, rights of first refusal or other similar rights. Assuming the accuracy of each Holder's representations and warranties hereunder, the Holders' New Notes (a) will be issued in the Exchange exempt from the registration requirements of the Securities Act pursuant to Section 3(a)(9) of the Securities Act, (b) will, at the Closing, be free of any restrictions under federal securities laws on resale by such Holder pursuant to Rule 144 promulgated under the Securities Act, and (c) will be issued in compliance with all applicable state and federal laws concerning the issuance of the Holders' New Notes.

Section 3.4 Validity of Underlying Common Stock. The Holders' New Notes will at the Closing be convertible into shares of Common Stock, par value \$0.01 per share, of the Company (the "**Conversion Shares**") in accordance with the terms of the Indenture. The Conversion Shares have been duly authorized and reserved by the Company for issuance upon conversion of the Holders' New Notes and, when issued upon conversion of the Holders' New Notes in accordance with the terms of the Holders' New Notes and the Indenture, will be validly issued, fully paid and non-assessable, and the issuance of the Conversion Shares will not be subject to any preemptive, participation, rights of first refusal or other similar rights.

Section 3.5 Listing Approval. At the Closing, the Conversion Shares shall be listed on the NASDAQ Global Select Market.

Section 3.6 Disclosure. On or before the first business day following the date of this Agreement, the Company shall issue a publicly available press release or file with the SEC a Current Report on Form 8-K disclosing all material terms of the Exchange and certain other matters concerning the Company (to the extent not previously publicly disclosed).

Article IV: Miscellaneous

Section 4.1 Entire Agreement. This Agreement and any documents and agreements executed in connection with the Exchange embody the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous oral or written agreements, representations, warranties, contracts, correspondence, conversations, memoranda and understandings between or among the parties or any of their agents, representatives or affiliates relative to such subject matter, including, without limitation, any term sheets, emails or draft documents.

Section 4.2 Construction. References in the singular shall include the plural, and vice versa, unless the context otherwise requires. References in the masculine shall include the feminine and neuter, and vice versa, unless the context otherwise requires. Headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meanings of the provisions hereof. Neither party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all language in all parts of this Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either party.

Section 4.3 Governing Law. This Agreement shall in all respects be construed in accordance with and governed by the substantive laws of the State of New York, without reference to its choice of law rules.

Section 4.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Any counterpart or other signature hereon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

[Signature Page Follows]

“UNDERSIGNED”:

“COMPANY”:

(in its capacities described in the first paragraph hereof)

PDL BIOPHARMA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature Pages to Exchange Agreement
[Name of Holder]

**Contacts:**

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**PDL BioPharma Announces Exchange of its
2.875% Convertible Senior Notes due February 15, 2015**

INCLINE VILLAGE, NV, February 2, 2012 – PDL BioPharma, Inc. (PDL) (NASDAQ: PDLI) today announced that it has entered into separate privately negotiated exchange agreements under which it has retired \$10,028,000 aggregate principal amount of the Company's 2.875% Convertible Senior Notes due February 15, 2012 (the Old Notes). Pursuant to the exchange agreements, the holders of the Old Notes received \$10,028,000 aggregate principal amount of new 2.875% Series 2012 Convertible Senior Notes due February 15, 2015 (the New Notes). Following the exchanges, \$1,000,000 principal amount of Old Notes remained outstanding and \$179,000,000 principal amount of New Notes were outstanding.

The issuance of the New Notes was not registered under the Securities Act of 1933, as amended, in reliance on exemption from registration thereunder.

About PDL BioPharma

PDL pioneered the humanization of monoclonal antibodies and, by doing so, enabled the discovery of a new generation of targeted treatments for cancer and immunologic diseases. Today, PDL is focused on intellectual property asset management, investing in new royalty bearing assets and maximizing the value of its patent portfolio and related assets. For more information, please visit www.pdl.com.

NOTE: PDL BioPharma and the PDL BioPharma logo are considered trademarks of PDL BioPharma, Inc.

No Solicitation

This press release is for informational purposes only and is neither an offer to buy nor the solicitation of an offer to sell any security.

Forward-looking Statements

This press release 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. Each of these forward-looking statements involves risks and uncertainties. Actual results may differ materially from those, express or implied, in these forward-looking statements. Important factors that could impair the value of the Company's royalty assets, restrict or impede the ability of the Company to invest in new royalty bearing assets and limit the Company's ability to pay dividends are disclosed in the risk factors contained in the Company's 2010 Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 1, 2011, and updated by subsequent Quarterly Reports on Form 10-Q. All forward-looking statements are expressly qualified in their entirety by such factors. We do not undertake any duty to update any forward-looking statement except as required by law.