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

FORM 10-K

(Mark One)

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2002

or

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

For the transition period from _____to _____

Commission file number 000-14242

CELSION CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE	52-1256615
State or Other Jurisdiction of Incorporation or Organization	(I.R.S. Employer Identification No.)
10220-I OLD COLUMBIA ROAD COLUMBIA, MARYLAND	21046-1705
(Address of Principal Executive Offices)	(Zip Code)

(410) 290-5390
Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b)of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
COMMON STOCK, PAR VALUE $.01 PER SHARE	AMERICAN STOCK EXCHANGE

Securities registered pursuant to Section 12(g) of the Act:

Not Applicable

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

Indicate by check mark whether the registrant is an accelerated filer (as defined in Exchange Act Rule 12b-2). Yes [ ] No [X]

As of December 26, 2002, 96,492,556 shares of the Registrant's Common Stock were issued and outstanding. As of December 26, 2002, the aggregate market value of voting stock held by non-affiliates of the Registrant was approximately $38,188,207, based on the closing price for the Registrant's Common Stock on that date as quoted on the American Stock Exchange.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's Definitive Proxy Statement to be filed in connection with the Annual Meeting of Stockholders, scheduled for February 18, 2003, are incorporated by this reference into Part III hereof, as indicated herein.

PART I

ITEM 1. BUSINESS

GENERAL

We develop medical treatment systems primarily to treat breast cancer and a chronic prostate enlargement condition, common in older males, known as benign prostatic hyperplasia, or BPH, using minimally invasive focused heat technology. We also are working with Duke University on the development of heat-sensitive liposome compounds for use in the delivery of chemotherapy drugs to tumor sites, and with the Memorial Sloan-Kettering Cancer Center, or Sloan-Kettering, on the development of heat-activated gene therapy compounds.

BPH TREATMENT SYSTEM

Benign Prostatic Hyperplasia

Millions of aging men experience symptoms resulting from BPH, a non-cancerous urological disease in which the prostate enlarges and constricts the urethra. The prostate is a walnut-sized gland surrounding the male urethra that produces seminal fluid and plays a key role in sperm preservation and transportation. The prostate frequently enlarges with age. As the prostate expands, it compresses or constricts the urethra, thereby restricting the normal passage of urine. This restriction of the urethra may require a patient to exert excessive bladder pressure to urinate. Because the urination process is one of the body's primary means of cleansing impurities, the inability to urinate adequately increases the possibility of infection and bladder and kidney damage.

Prevalence of BPH

As BPH is an age-related disorder, its incidence increases with maturation of the population. Industry estimates suggest that more than 9 million men in the United States experience BPH symptoms and that more than 26 million men are affected by BPH worldwide. As the population continues to age, the prevalence of BPH can be expected to continue to increase. It is generally estimated that approximately 50% of men over the age of 55 and 90% of men over 75 will have BPH symptoms at various times. Industry studies estimate the overall costs of BPH therapy for those patients currently seeking treatment to be approximately $2.5 to $3.0 billion annually in the United States and $8.0 to $10.0 billion worldwide.

Current Treatment Alternatives for BPH

Like cancerous tumors, BPH historically has been treated by surgical intervention or by drug therapy.The primary treatment for BPH currently is transurethral resection of the prostate, or TURP, a surgical procedure in which the prostatic urethra and surrounding diseased tissue in the prostate are trimmed with a telescopic knife, thereby widening the urethral channel for urine flow. While the TURP procedure typically has been considered the most effective treatment available for the relief of BPH symptoms, the procedure has shortcomings. In the first instance, TURP generally requires from one to three days of post-operative hospitalization. In addition, a significant percentage of patients who undergo TURP encounter significant complications, which can include painful urination, infection, retrograde ejaculation, impotence, incontinence and excessive bleeding. Furthermore, the cost of the TURP procedure and the related hospitalization is high, ranging from $8,000 to $12,000. This cost does not take into account the costs of lost work time, which could amount to several weeks, or the costs related to adverse effects on patients' quality of life.

Other, less radical, surgical procedures, generally categorized as "minimally invasive," or MI, therapies, are available as alternatives to the TURP procedure. The primary MI treatments use microwave heating (transurethral microwave thermotherapy of the prostate, or TUMT) to treat BPH by incinerating the obstructing portion of the prostate. TUMT involves sedation, catheterization and high levels of heat to incinerate a portion of the prostate. Two other MI therapies--interstitial RF therapy and laser therapy--employ, respectively, concentrated radio frequency, or RF, waves or laser radiation to reduce prostate swelling by cauterizing tissue instead of removing it with a surgical knife. However, these procedures require puncture incisions in order to insert cauterizing RF or laser probes into the affected tissue and, therefore, also

involve the use of a full operating facility and anesthesia, as well as the burning of prostate tissue by the probes. Although these procedures result in less internal bleeding and damage to the urethra than the TURP procedure and may decrease the adverse effects and costs associated with surgery, anesthesia and post-operative tissue recovery, they do not entirely eliminate these adverse consequences.

Finally, drug therapy has emerged as an alternative to surgery in the last several years. There currently are several drugs available for BPH treatment, the two most widely prescribed being Hytrin and Proscar. Hytrin works by relaxing certain involuntary muscles surrounding the urethra, thereby easing urinary flow and Proscar is intended to shrink the enlarged gland. However, industry studies have asserted that drug therapy costs $500 to $800 per year or more, must be maintained for life and does not offer consistent relief to a large number of BPH patients. In fact, studies have shown that 45% of patients who begin drug therapy for BPH drop out within the first year, primarily due to the ineffectiveness of currently available drug therapies. Also, all of the currently available BPH drugs have appreciable side effects.

Accordingly, neither the medicinal treatments nor the surgical alternatives presently available appear to provide fully satisfactory, cost-effective treatment solutions for BPH sufferers.

Celsion BPH Treatment System

We have developed a BPH treatment system--"Microwave Uretheroplasty(TM)"--that combines our microwave thermotherapy capability with a proprietary balloon compression technology licensed from MMTC, Inc. The system consists of a microwave generator and conductors and a computer and computer software programs that control the focusing and application of heat, plus a specially designed balloon catheter. Treatment using this system consists of two fundamental elements:

- Celsion's proprietary catheter, incorporating a balloon enlargement device, delivers computer-controlled transurethral microwave heating directly to the prostate at temperatures greater than 44 degrees C (111 degrees F).

- Simultaneously, the balloon inflates the device and expands to press the walls of the urethra from the inside outward as the surrounding prostate tissue is heated.

The combined effect of this "heat plus compression" therapy is twofold: first, the heat denatures the proteins in the wall of the urethra, causing a stiffening of the opening created by the inflated balloon. Second, the heat effectively kills off prostate cells outside the wall of the urethra, thereby creating sufficient space for the enlarged natural opening.

Pre-clinical animal studies have demonstrated that a natural "stent," or reinforced opening, in the urethra forms after the combined heat plus compression treatment. Also, the BPH system's relatively low temperature (43 degrees C to 45 degrees C) (109 degrees F to 113 degrees appears to be sufficient to kill prostatic cells surrounding the urethra wall, thereby creating space for the enlargement of the urethra opening. However, the temperature is not high enough to cause swelling in the urethra.

Celsion's investigational, minimally invasive Microwave Uretheroplasty(TM) treatment system is designed to overcome the limitations of all three of the current treatment systems. It is designed to be a relatively painless, rapid procedure that delivers the efficacy of surgical treatments without significant risks and the potential for life-altering side effects. The potential benefits of the Microwave Uretheroplasty(TM) system include walk-in, outpatient treatment that can be completed in less than an hour; no required sedation; generally no post-operative catheterization; and rapid symptomatic relief from BPH.

Ultimate Food and Drug Administration, or FDA, approval for a device such as our equipment typically requires two phases of clinical testing. The purpose of Phase I testing is to show feasibility and safety and involves a small group of patients. Phase II testing is designed to show safety and efficacy. The FDA approved an Investigational Device Exemption, or IDE, to allow clinical testing of our BPH system in June 1998 and we completed initial Phase I clinical feasibility human trials of the BPH system at Montefiore Medical Center in May 1999. In the Phase I trials, the combination of computer-controlled microwave heat and balloon catheter expansion was able to increase peak flow rates and to provide immediate relief of symptoms caused by BPH. In addition, we undertook an expanded Phase I study to test an accelerated treatment protocol, which was completed in May 2000, at Montefiore Medical Center. In July 2000, the FDA approved the commencement of multiple-site Phase II studies to collect the safety and efficacy data necessary for FDA premarketing approval ("PMA") for commercialization. All 160 patients required to be treated under the Phase II trial had been treated as of November 29, 2001 and, as of that date, we submitted the first two of three required modules to the FDA in support of the PMA. We expect to submit the last module, consisting of clinical data, early in 2003. If Phase II testing produces anticipated results and if our BPH system meets all other requirements for FDA approval and receives such approval, we intend to begin marketing the BPH system during the second calendar quarter of 2003.

Based on the information we have collected to date, we believe that our BPH system has the potential to deliver a treatment that is performed in one hour or less on an outpatient basis, generally would not require post-treatment catheterization, and would deliver symptomatic relief and an increase in urinary flow rates promptly after the procedure is completed.

BREAST CANCER TREATMENT SYSTEM

Prevalence of Breast Cancer

Breast cancer is one of the leading causes of death among women in the United States. According to statistics published in the American Cancer Society's A Cancer Journal for Clinicians, there were an average of 183,000 newly diagnosed breast cancer cases in the United States in each of the years from 1995 through 1999.

Current Treatment for Breast Cancer

Breast cancer is presently generally treated by mastectomy, the surgical removal of the entire breast, or by lumpectomy, the surgical removal of the tumor and surrounding tissue. Both procedures are often followed by radiation therapy or chemotherapy. The more severe forms of surgical intervention can result in disfigurement and a need for extended prosthetic and rehabilitation therapy.

In addition, heat therapy (also known as hyperthermia or thermotherapy) is a historically recognized method of treatment of various medical conditions, and heat therapy has been used in the past to treat malignant tumors in conjunction with radiation and chemotherapy. As summarized in the Fourth Edition of Radiobiology for the Radiologist, published in 1994 by J.B. Lippincott Company, in 24 independent studies on an aggregate of 2,234 tumors, treatment consisting of heat plus radiation resulted in an average doubling of the complete response rate of tumors, compared to the use of radiation alone. The complete response rate for this purpose means the total absence of a treated tumor for a minimum of two years. Comparable increases in the complete response rate were reported with the use of heat combined with chemotherapy. In addition, it has been demonstrated on numerous occasions that properly applied heat, alone and without the concurrent use of radiation, can also kill cancer cells.

Heat Therapy in Conjunction with Radiation; First Generation Celsion Equipment

In 1989, we obtained FDA premarketing approval for our microwave-based Microfocus 1000 heat therapy equipment for use on surface and subsurface tumors in conjunction with radiation therapy. Until 1995, we marketed our Microfocus equipment for this use in 23 countries, but microwave heat therapy was not widely accepted in the United States medical community as an effective cancer treatment. Moreover, due to the limitations of microwave technology available at the time, it was difficult to deliver a controlled amount of heat to subsurface tumors without overheating surrounding healthy tissue.

New Microwave Technology from MIT

In 1993, we began working with researchers at the Massachusetts Institute of Technology, or MIT, who had developed, originally for the United States Defense Department, the microwave control technology known as "Adaptive Phased Array", or APA. This technology permits properly designed microwave equipment to focus and concentrate energy targeted at diseased tissue areas deep within the body and to heat them selectively, without adverse impact on surrounding healthy tissue. In 1996, MIT granted us an exclusive worldwide license to use this technology for medical applications and, since that time, we have concentrated on developing a second generation of Microfocus equipment capable of focusing microwave energy on specific tissue areas. We have now incorporated the APA technology in our second-generation microwave therapy equipment.

Second Generation Celsion Breast Cancer Treatment System

Using the APA technology, we have developed a prototype breast cancer treatment system intended to destroy localized breast tumors through the application of heat alone. The system consists of a microwave generator and conductors, a computer and computer software programs that control the focusing, application and duration of the thermotherapy, and a specially designed patient treatment table.

In 1998, we completed pre-clinical animal testing of our prototype system at the Massachusetts General Hospital, a teaching hospital for Harvard Medical School in Boston, Massachusetts. Using breast tissue-equivalent phantoms and tumors in live animals, these studies demonstrated that our system is capable of selectively heating tumors at temperatures up to 46 degrees C (115 degrees F) without damage to surrounding healthy tissues. High temperatures maintained for eight to ten minutes can cause complete tumor necrosis (death), leading to the death of viable cancer cells within the tumor and in its immediate vicinity. A second prototype clinical breast cancer treatment system at Oxford University in England was used to demonstrate successfully the ability of our equipment to focus heat deep into animal tissue at precise locations and in small target areas. In our view, these animal tests demonstrate that it is possible to eliminate tumors by heat alone and without the use of radiation. Using the pre-clinical data from Massachusetts General, the FDA granted Celsion a supplemental premarketing approval to incorporate the APA technology with Celsion's already approved Microfocus 1000 system. The APA technology enhances the ability of the Microfocus 1000 system to focus energy.

In January 1999, we received an IDE from the FDA to permit clinical testing of our breast cancer treatment system, and also received FDA approval to proceed with Phase I human clinical studies. In August 2000, we completed the treatment of ten patients in the Phase I study using our breast cancer equipment at Columbia Hospital in West Palm Beach, Florida, and at Harbor UCLA Medical Center in Torrance, California. In the study, our equipment was clinically tested on female breast tumors on a minimally invasive basis through a single application of precisely controlled and targeted heat. In December 2000, we received approval from the FDA to commence Phase II trials for our breast cancer system.

The Phase II trials consist of two protocols--the first (IIA) is designed to ablate (kill) small breast tumors using heat alone and the second (IIB) is designed to downsize large breast cancer tumors using a combination of heat and chemotherapy, thus allowing a surgeon to perform a lumpectomy rather than a mastectomy, thereby preserving the affected breast. These trials are currently under way at The Center for Breast Surgery (Columbia/HCA) in Florida, Comprehensive Breast Center in Florida, Harbor UCLA in California, Mroz-Baier Breast Care Center in Memphis, Tennessee, Halle Martin Luther Breast Center in Halle, Germany, and with Dr. Lynne Clarke in Tacoma, Washington. We expect to add a total of four additional sites, in the United States and in Europe, early in 2003. In July 2002, we reached the endpoint for the IIB protocol by determining the maximum heat dosage required to optimize the treatment. We have learned from our current and potential clinical investigators that our breast cancer treatment system has the potential to meet a significant unmet need in the realm of breast cancer treatment. Currently 25% to 30% of all lumpectomy patients are recalled for a second surgery (commonly referred to as a second incision) when, through pathological examinations, the surgeon discovers that viable cancer cells remain in the margins surrounding the area from which the tumor has been removed. This additional procedure is costly for the surgeon and other medical providers and traumatic for the patient.

We believe that studies will demonstrate that our treatment system, in conjunction with lumpectomy, would lead to a reduction in the rate of second incisions. Based on our Phase II trial results to date and our new learning, we decided to revise our IIB protocol to provide a clinical endpoint demonstrating that the incidence of second incision could be significantly reduced if a patient underwent treatment with our system prior to lumpectomy. We submitted the revision of our IIB protocol to the FDA in July 2002 and, in August 2002, the FDA approved our revised protocol on condition that the IIB trials be expanded from 43 to 222 patients, with half the patients being treated with Celsion's system followed by lumpectomy and the remainder undergoing conventional lumpectomies alone. At the same time, we reviewed and revised our IIA protocol to clarify the clinical endpoints. As revised, the IIA trials will now be fully randomized against patients receiving preoperative chemotherapy alone and the study size has been increased from 130 to 312 patients. Treatments under both protocols were halted while the revisions were in process. We anticipate that both the IIA and IIB trials will be completed by the end of calendar year 2003 and, if successful, that we will file for the addition of new indications of use to the existing FDA premarketing approval for our Microfocus 1000 equipment early in 2004.

THERMO-LIPOSOMES--DUKE UNIVERSITY TECHNOLOGY

Background

Liposomes are man-made microscopic spheres with a liquid membrane, developed in the 1980's to encapsulate drugs for targeted delivery. Commercial liposomes can now encapsulate chemotherapeutic drugs, enabling them to avoid destruction by the body's immune system, and allowing them to accumulate in tumors. However, with presently available technology, it often takes two to four hours for commercial liposomes to release their drug contents to a tumor, severely limiting the clinical efficacy of liposome chemotherapy treatments.

Development of Thermo-Sensitive Liposomes

A team of Duke University scientists has developed heat-sensitive liposomes comprised of materials that rapidly change porosity when heated to a specific point. As the heat-sensitive liposomes circulate within the small arteries, arterioles, and capillaries, the drug contents of the liposomes are released at significantly higher levels in those tissue areas which have been heated for 30 to 60 minutes than in areas that do not receive heat. In animal trials, it has been determined that heat-sensitive liposomes deposited 50 times the amount of drugs at a specific heated tissue site, when compared to conventional liposomes. We have been a sponsor of this research, which is part of a larger Duke University project to develop new temperature-sensitive liposomes, temperature-sensitive gene promoters and related compounds, and we are the exclusive licensee of Duke University's heat-activated liposome technology.

Celsion's focused microwave equipment is used to provide minimally invasive heating of cancerous tumors to trigger heat-activated liposomes within the tumors. The heat-activated liposomes, which encapsulate chemotherapeutic agents, are injected into the bloodstream, where they remain encapsulated until they release their drug payload inside the heated tumor. In preliminary tumor growth delay studies conducted at Duke University, tumor-bearing mice received a single intravenous injection of the liposome with a 5mg per kilogram Doxorubicin concentration. This was immediately followed by heating of the tumor to 42 degrees C (108 degrees F) for one hour. The result of the study was a complete disappearance of the tumors in 11 out of 11 mice. These animals remained disease free through the 60 days of the study.

In November 2001, we completed large animal toxicity studies involving our Doxorubicin-laden thermo-liposome at the Roswell Park Cancer Institute, a cancer research organization in Buffalo, New York. In March 2002, we filed an Investigational New Drug, or IND, application with the FDA for the use of this liposome in the treatment of prostate cancer using our Microfocus equipment as the means of heat activation. In June 2002, the IND became effective, allowing us to proceed with human clinical trials. We expect to start the Phase I clinical trials at Roswell Park Cancer Institute early in 2003.

In addition, in January 2001, we entered into a Material Transfer Agreement, or MTA, with the National Cancer Institute, or NCI, under which we are supplying heat-activated liposomes to enable the NCI to conduct clinical trials on liver cancer. NCI will use an RF heating device to isolate the tumors and to heat the liver, activating Celsion's heat-activated liposomes to kill peripheral cancer cells. Liver cancer has yet to be successfully treated with existing treatment modalities. NCI expects to complete the animal toxicity studies and submit an IND application to the FDA for approval early in 2003.

Celsion and Duke University are pursuing further development work and pre-clinical studies aimed at using the new thermo-liposome technology in conjunction with our APA focused heat technology for a variety of applications, including cancer chemotherapy. We view the Duke thermo-liposome technology as a highly promising improvement in the delivery of medicines used to combat serious diseases. For example, the drugs used to fight cancer in chemotherapy regimens are often toxic when administered in large quantities, and produce nausea, vomiting, and exhaustion--all side effects of the body being poisoned. However, if such a drug can be delivered directly to a tissue area where it is needed, as opposed to being distributed through the entire circulatory system, the local concentration of the drug could be increased without the side effects that accompany large systemic dosing.

In addition, in the July 1, 2000 issue of Cancer Research, a Duke University research scientist reported on his initial use of heat to activate gene therapy and to increase the production in animals of Interleukin-12, a genetic protein, in order to delay tumor growth. On August 8, 2000, we entered into an agreement with Duke University, subsequently renewed for six-month periods, under which Celsion has the right, for a period of six months thereafter, to negotiate an exclusive license for this technology.

Production of Heat-Sensitive Liposomes

We have established a relationship with British Columbia Cancer Authority, or BCCA, of Vancouver, Canada to provide Quality System Regulation, or QSR (formerly Good Manufacturing Practices, or GMP), production of our heat-activated liposome for our large animal toxicity studies under our Material Transfer Agreement with the National Cancer Institute and for our planned Phase I clinical study in humans. BCCA is a leading drug formulation and discovery company that specializes in liposome drug development. Celsion will require a large-scale liposome manufacturer at such time, if any, as it reaches Phase II clinical trials and beyond. Toward that end, we are in the process of identifying a large-scale producer of the Doxorubicin-based heat-activated liposome.

HEAT-ACTIVATED GENE THERAPY COMPOUNDS--SLOAN-KETTERING TECHNOLOGY

Background

Cancer cells have the ability to repair themselves after radiation or chemotherapy. Thus, patients require repeated treatments to destroy substantially all of the cancer cells. Celsion has licensed from Memorial Sloan-Kettering Cancer Center a biomedical innovation that we believe has significant potential to improve cancer therapy. Sloan-Kettering has developed a biological modifier that inhibits cancer cells' ability to repair themselves. Activated by focused heat, this Cancer Repair Inhibitor, or CRI, temporarily disables the repair mechanism of cancer cells, making it possible to reduce significantly the number of radiation/chemotherapy treatments and/or lower the treatment dosage.

A standard approach to treating cancer is radiation therapy combined with chemotherapy. High doses of radiation kill cancer cells or keep them from dividing, but produce chronic or acute side effects, including fatigue, neutropenia, anemia and leukopenia. Also, depending on the location of the tumor, other acute side effects may occur, including diarrhea, allopecia and various foreign ulcers. Chemotherapy presents comparable or more serious side effects.

Oncologists are seeking methods to mitigate these side effects. In radiation therapy, such methods include hyperfractionated radiation, intra-operative radiation, three-dimensional radiation, stereotactic radiosurgery and the use of radio-labeled monoclonal antibodies and radio sensitizers. CRI falls into this latter category because it "sensitizes" a cancer cell for treatment by making it more susceptible to DNA-damaging agents such as heat, chemicals or radiation. A product of advances in the understanding of the biology of cancer, CRI is one of a new class of "biologics" that are expected to become part of the cancer treatment protocol.

The Celsion Technology--CRI Plus Focused Heat

CRI can be activated in tumors by minimally invasive focused heat in the range of 41 degrees C (106 degrees F). This focused heat may be generated by Celsion's Adaptive Phased Array microwave technology, which provides deep heating without damage to surrounding healthy tissue. Having increased the susceptibility of cancer cells to DNA-damaging agents, radiation and chemotherapy treatment may then be administered with less frequency and/or at lower doses than currently is possible. CRI would then deactivate and the patient would resume normal post-treatment care.

In September 2001, scientists at Sloan-Kettering successfully completed pre-clinical laboratory feasibility demonstrations to assess the safety and biological activity of CRI. In December 2001, a small animal feasibility study was completed at Sloan-Kettering's Good Laboratory Practice facility to assist in drug formulation. Further studies with large animals to assess toxicity effects are being conducted and are expected to continue into 2003. Based on the current development timeline, we expect to file an IND application with the Food and Drug Administration by the end of calendar year 2003 and anticipate that we will be in a position to commence Phase I clinical (human) trials before the end of calendar year 2004. At such time as we determine safety and dosage in our preliminary studies, we expect to form partnership(s) with one or more drug companies to scale-up manufacturing and marketing for larger pivotal studies.

In May 2000, we entered into an exclusive worldwide agreement for the commercial rights to the CRI, heat-activated gene therapy technology developed by Sloan-Kettering.

DEVELOPMENT, MARKETING AND SALES STRATEGY

OVERVIEW AND GOALS

We are not currently engaged in marketing and sales, and are focusing our activities on the development and testing of our products. Our strategic plan is based upon our expertise and experience in the medical application of focused microwave heat and our relationships with and license rights from our institutional research partners. Our goal has been to employ these resources to develop minimally invasive or non-invasive treatment technologies with efficacy significantly exceeding that available from other sources. Using our management and staff, scientific advisory personnel and available financial resources, we are focusing our efforts on the following goals:

o Short-Term Goals: 12 to 24 Months

- complete the clinical testing and commercialization of our BPH treatment system;

- complete the development, clinical testing, and commercialization of our second generation technology for the eradication of cancerous breast tumors; and

- pursue the development and testing of targeted drug delivery via heat-sensitive liposomes for the purpose of concentrating chemotherapeutic drugs at tumor sites.

o Longer-Term Goals: 18 Months and Beyond

- continue the development of gene therapy to significantly improve the effectiveness of radiation and chemotherapy on tumors; and

- initiate, either alone or with partners, the development of cost-effective enhancements and variations of our technology, including a version of our Microfocus equipment for treating prostate and other cancers, and additional potential applications for heat-sensitive liposome therapy and heat-activated gene therapy in the treatment of inflammatory, infectious and genetic diseases.

We anticipate that, in the near term (up to 24 months), the source of our revenues will be from our proprietary technology for BPH and for treatment of breast cancer and deep-seated tumors through the use of focused microwave heat therapy equipment, if the necessary testing and regulatory approval processes are completed. We intend to generate initial sales through the development of marketing alliances.

In the longer term (from 18 months to 36 months and beyond), we will seek to develop new revenue streams from our current work with Duke University in targeted drug delivery systems and with Sloan-Kettering in gene therapy. We anticipate that revenues will come from the licensing of this technology to pharmaceutical manufacturers and major institutional health care providers who would employ these technologies to deliver drug regimens or gene therapy throughout the body. Also, because this technology is designed to be used in conjunction with our APA-improved microwave equipment, we expect that the acceptance of the technology will generate demand for our equipment which, in turn, is expected to create equipment sales revenues. To prepare for future marketing of our heat-sensitive drug delivery systems, we intend to explore the possibilities of forming alliances with pharmaceutical companies, major hospitals and health maintenance organizations.

BPH TREATMENT SYSTEM

Our BPH treatment system is expected to be marketed to the constituencies critical to its success. Particularly, towards the approximately two million readily identified BPH sufferers currently employing drug therapies, as well as the estimated seven million United States men afflicted with BPH who are not currently being treated--the "watchful waiters"--with a focused message designed to encourage these BPH sufferers to take advantage of a solution that will relieve their symptoms and help to restore the quality of their lives. We expect that this marketing effort will include the following elements:

o Reimbursement

- We have established reimbursement under the TUMT reimbursement code for Medicare patients participating in our Phase II clinical trials. Based on this precedent, we expect that our BPH treatment will be covered in a like manner by private insurers.

o Targeting Key Constituencies:

- Urology Practices. We expect first to target large urology practices, starting with the large practices participating in our Phase II trial. We expect that our Microwave Uretheroplasty(TM) equipment will be placed in urologists' offices with no up-front capital cost to the physicians. The urologists will purchase a unique disposable catheter from Celsion or its marketing partner for each treatment. We believe that urology practices have experienced a loss of revenue to primary care physicians as a result of new drug therapies introduced to treat BPH and other urological disorders and that urologists will be favorably disposed toward our Microwave Uretheroplasty(TM) system, which could offer them a significant new revenue source.

- Consumers. We also expect BPH sufferers will be targeted through aggressive use of promotional and advertising media. Due to the specificity of our target patient audience (males 50 years and older) and the geographic concentration of retirees, we expect that specific media in well defined and discrete markets will generate a high level of awareness of the availability of, and interest in, our treatment system. We also expect that the Internet and other electronic methods will be utilized to direct prospective patients to urology offices equipped to perform our Microwave Uretheroplasty(TM) procedure.

- Primary Care Physicians. The marketing approach has been designed to bypass primary care physicians, whom we believe to be the most significant barrier to the success of our BPH treatment system. Generally, under current managed care protocols, a patient must first visit his primary care physician who, after reviewing the patient's symptoms, may either treat him or refer him to a specialist. With increasing availability of drug therapies to treat urological disorders, the number of referrals to urologists has been declining. We intend to ensure that BPH sufferers are aware of our Microwave Uretheroplasty(TM) treatment system so that they are in a position to insist that they be referred to a urologist to obtain treatment.

Celsion does not plan to develop an internal sales and marketing capability for its BPH business. Rather, Celsion intends to enter into a strategic alliance with a larger medical products company regarding the sales, supply and distribution of its Microwave Uretheroplasty(TM) treatment system. Such a strategic relationship should allow Celsion to maintain its focus on its core development activities while leveraging its sales force infrastructure and marketing expertise.

LICENSE AGREEMENTS AND PROPRIETARY RIGHTS

We do not own any patents, although we do have three United States patents pending, two of which have been filed internationally. Two of our pending United States patent applications are directed to our BPH treatment system, with the third directed to our breast cancer treatment. Through our license agreements with MIT, MMTC, Duke and Sloan-Kettering, we have exclusive rights, within defined fields of use, to nine United States patents. Three of these patents relate to the treatment of BPH, four relate to thermotherapy for cancer, including the APA technology, one relates to heat-sensitive liposomes and one relates to gene therapy.

The MIT, MMTC, Duke University and Sloan-Kettering license agreements each contain license fee, royalty and/or research support provisions, testing and regulatory milestones, and other performance requirements that we must meet by certain deadlines with respect to the use of the licensed technologies. In conjunction with the patent holders, we intend to file international applications for certain of the United States patents.

In 1996, we entered into a patent license agreement with MIT, pursuant to which we obtained exclusive rights to use of MIT's patented APA technology in conjunction with application of heat to breast tumor conditions, the application of heat to prostate conditions and all other medical uses. MIT has retained certain rights in the licensed technology for non-commercial research purposes. MIT's technology has been patented in the United States and MIT has patents pending for its technology in China, Europe, Canada and Japan. The term of our exclusive rights under the MIT license agreement expires on the earlier of ten years after the first commercial sale of a product using the licensed technology or October 24, 2009, but our rights continue on a non-exclusive basis for the life of the MIT patents.

We entered into license agreements with MMTC in 1996 and 2002, by which we currently have exclusive worldwide rights to MMTC's patents related to its balloon compression technology for the treatment of prostatic disease in humans. Our exclusive rights under the MMTC license agreements extend for the life of MMTC's patents. MMTC currently has patents in the United States and Canada. The terms of these patents expire at various times from April 2008 to November 2014. In addition, MMTC also has patent applications pending in Japan and Europe.

On November 10, 1999, we entered into a license agreement with Duke University under which we received exclusive rights (subject to certain exceptions) to commercialize and use Duke's thermo-liposome technology. The license agreement contains annual royalty and minimum payment provisions and also requires us to make milestone-based royalty payments measured by various events, including product development stages, FDA applications and approvals, foreign marketing approvals and achievement of significant sales. However, in lieu of such milestone-based cash payments, Duke has agreed to accept shares of our Common Stock to be issued in installments at the time each milestone payment is due, with each installment of shares to be calculated at the average closing price of the Common Stock during the 20 trading days prior to issuance. The total number of shares issuable to Duke under these provisions is subject to adjustment in certain cases, and Duke has "piggyback" registration rights for public offerings taking place more than one year after the effective date of the license agreement. We are currently renegotiating certain terms of our contractual arrangements with Duke.

Our rights under our license agreement with Duke University extend for the longer of 20 years or the end of any term for which any relevant patents are issued by the United States Patent and Trademark Office. Currently, we have rights to Duke's patent for its thermo-liposome technology in the United States, which expires in 2018, and to future patents received by Duke in Canada, Europe, Japan and Australia, where it has patent applications pending. The European application can result in coverage in the United Kingdom, France and Germany. For this technology, our license rights are worldwide, with various patent rights covering the United States, Canada, the United Kingdom, France, Germany and Japan.

We entered into a license agreement with Sloan-Kettering in November 2000 by which we obtained exclusive rights to Sloan-Kettering's United States patent and to patents that Sloan-Kettering may receive in the future for its heat-sensitive gene therapy in Japan, Canada and Europe, where it has patent applications pending. Our rights under the agreement with Sloan-Kettering will terminate at the later of 20 years after the date of the agreement or the last expiration date of any patent rights covered by the agreement.

In addition to the rights available to us under completed or pending license agreements, we rely on our own proprietary know-how and experience in the development and use of microwave thermotherapy equipment, which we seek to protect, in part, through proprietary information agreements with employees, consultants and others. We cannot offer assurances that these information agreements will not be breached, that we will have adequate remedies for any breach or that these agreements, even if fully enforced, will be adequate to prevent third-party use of our proprietary technology. Similarly, we cannot guarantee that technology rights licensed to us by others will not be successfully challenged or circumvented by third parties, or that the rights granted will provide us with adequate protection. We are aware of published patent applications filed after November 29, 2001 and issued patents belonging to other companies, and it is uncertain whether any of those patent documents, or patent applications filed before November 29, 2001 of which we may not have any knowledge, will require us to alter our potential products or processes, pay licensing fees, or cease certain activities.

MANUFACTURING

Celsion presently manufactures its BPH equipment in-house and anticipates that it will continue to do so for the immediate future. However, as the market develops, we expect that we will outsource some or all of our BPH equipment manufacturing.

We believe we are best suited to conduct basic research and development activities, to pursue a prototype product through clinical testing and regulatory approval, to engage in initial manufacturing activities during product launch and to market the final product. Accordingly, we do not intend to engage in large-scale manufacturing with respect to our breast cancer treatment system or any other possible future products, but instead intend generally to outsource the manufacture of final commercial products, components and disposables. Based on past experience, we do not anticipate any significant obstacles in identifying and contracting with qualified suppliers and manufacturers.

THIRD-PARTY REIMBURSEMENT

Third-party reimbursement arrangements will likely be essential to commercial acceptance of our new devices, and overall cost-effectiveness and physician advocacy will be keys to obtaining such reimbursement. We believe that our equipment can be used to deliver treatment at substantially lower total cost than surgical treatments for BPH or cancer or than continuous drug therapy. Consequently, we believe that third-party payors seeking procedures that provide quality clinical outcomes at relatively lower cost will help drive acceptance of our products.

For BPH, our strategy is to use reimbursement codes currently approved for TUMT in the United States and which have been approved for Medicare patients in connection with BPH treatment in our Phase II clinical trials. For breast cancer, we expect that our strategy for obtaining new reimbursement authorizations in the United States will be to obtain appropriate reimbursement codes and to perform studies in conjunction with clinical trials to establish the efficacy and cost-effectiveness of the procedures as compared to surgical and drug treatments for BPH and cancerous breast tumors. We plan to use this information when approaching health care payors to obtain new reimbursement authorizations.

With the increasing use of managed care and capitation as means to control health care costs in the United States, we believe that physicians may view our products as a tool to treat BPH and breast cancer patients at a lower total cost, thus providing them with a competitive advantage when negotiating managed care contracts. This is especially important in the United States, where a significant portion of the aging, Medicare-eligible population is moving into a managed care system.

Subject to regulatory approval for the use of our equipment to treat BPH and breast cancer, we anticipate that physicians will submit insurance claims for reimbursement for such procedures to third-party payors, such as Medicare carriers, Medicaid carriers, health maintenance organizations and private insurers. In the United States and in international markets, third-party reimbursement is generally available for existing therapies used to treat cancer and BPH. The availability and level of reimbursement from such payors for the use of our new products will be a significant factor in our ability to commercialize these systems.

We expect that new regulations regarding third-party reimbursement for certain investigational devices in the United States will allow us to pursue early reimbursement from Medicare with individual clinical sites prior to receiving FDA approval. However, FDA approval likely will be necessary to obtain a national coverage determination from Medicare. The national coverage determination for third-party reimbursement will depend on the determination of the Centers for Medicare and Medicaid Service, or CMS (formerly known as the United States Health Care Financing Administration, or HCFA), which establishes national coverage policies for Medicare carriers, including the amount to be reimbursed, for coverage of claims submitted for reimbursement related to specific procedures. Private insurance companies and health maintenance organizations make their own determinations regarding coverage and reimbursement based upon "usual and customary" fees. Reimbursement experience with a particular third-party payor does not reflect a formal reimbursement determination by the third-party payor. New outpatient procedure codes were instituted on August 1, 2000. Our ability to petition successfully for these new reimbursement codes will ultimately determine the degree of success we achieve in implementing our business model.

Internationally, we expect to seek reimbursement approvals for procedures utilizing our new products on an individual country basis. Some countries currently have established reimbursement authorizations for transurethral microwave therapy. We expect to use clinical studies and physician advocacy to support reimbursement requests in countries in which there is currently no reimbursement for such procedures.

REGULATION OF SALES IN THE UNITED STATES

FDA REGULATION--RESEARCH AND APPROVAL

Our research and development activities, pre-clinical tests and clinical trials and, ultimately, the manufacturing, marketing and labeling of our products, are subject to extensive regulation by the FDA. The Federal Food, Drug and Cosmetic Act, the Public Health Service Act, or PHSA and the regulations promulgated by the FDA govern, among other things, the testing, manufacture, safety, efficacy, labeling, storage, record keeping, approval, advertising, promotion, import and export of our products.

Under these statutes, our Microwave Uretheroplasty(TM) treatment system is regulated as a class III medical device, our heat-activated liposomes may be regulated as a new drug and our CRI may be regulated as a biological product. The steps ordinarily required before such products can be marketed in the U.S. include; (a) pre-clinical and clinical studies; (b) the submission to the FDA of an IDE or an IND which must become effective before human clinical trials may commence; (c) adequate and well-controlled human clinical trials to establish the safety and efficacy of the product; (d) the submission to the FDA of an application for premarketing approval (PMA), a New Drug Application (NDA), or a Biological License Application (BLA); and (e) FDA approval of the application, including approval of all product labeling.

Pre-clinical tests include laboratory evaluation of product chemistry, formulation and stability, as well as animal studies to assess the potential safety and efficacy of the product. Pre-clinical safety tests must be conducted by laboratories that comply with FDA regulations regarding Good Laboratory Practice. The results of pre-clinical tests are submitted to the FDA as part of an IDE or IND and are reviewed by the FDA before the commencement of human clinical trials. Submission of an IDE or IND will not necessarily result in FDA authorization to commence clinical trials or and the absence of FDA objection to an IDE or IND does not necessarily mean that the FDA will ultimately approve a PMA or that a product candidate otherwise will come to market.

Clinical trials involve the administration of therapy to humans under the supervision of a qualified principal investigator. Clinical trials must be conducted in accordance with good clinical practices under protocols submitted to the FDA as part of an IDE or IND. Also, each clinical trial must be approved and conducted under the auspices of an internal review board, or IRB, and with patient informed consent. The IRB will consider, among other things, ethical factors, the safety of human subjects and the possible liability of the institution conducting the clinical trials.

Clinical trials are typically conducted in two or three sequential phases, but the phases may overlap. Phase I clinical trials involve the initial introduction of the therapy to a small number of subjects. Phase II trials are generally larger trials conducted in the target population. For devices such as our Microwave Uretheroplasty(TM) treatment system, Phase II studies may serve as the pivotal trials demonstrating safety and effectiveness required for approval. In the case of drugs and biological products, Phase II clinical trials generally are conducted in a target patient population to gather evidence about the pharmacokinetics, safety and biological or clinical efficacy of the drug for specific indications, to determine dosage tolerance and optimal dosage and to identify possible adverse effects and safety risks. When a drug or biological compound has shown evidence of efficacy and an acceptable safety profile in Phase II evaluations, Phase III clinical trials are undertaken to serve as the pivotal trials to demonstrate clinical efficacy and safety in an expanded patient population.

There can be no assurance that any of our clinical trials will be completed successfully, within any specified time period or at all. Either the FDA or we may suspend clinical trials at any time, if either the FDA or we conclude that clinical subjects are being exposed to an unacceptable health risk or for other reasons. The FDA inspects and reviews clinical trial sites, informed consent forms, data from the clinical trial sites (including case report forms and record keeping procedures) and the performance of the protocols by clinical trial personnel to determine compliance with good clinical practices. The FDA also examines whether there was bias in the conduct of clinical trials. The conduct of clinical trials is complex and difficult, especially in pivotal Phase II or Phase III trials. There can be no assurance that the design or the performance of the pivotal clinical trial protocols or any of our current or future product candidates will be successful.

The results of pre-clinical studies and clinical trials, if successful, are submitted in an application for FDA approval to market the device, drug or biological product for a specified use. The testing and approval process requires substantial time and effort, and there can be no assurance that any approval will be granted for any product at any time, according to any schedule, or at all. The FDA may refuse to approve an application if it believes that applicable regulatory criteria are not satisfied. The FDA may also require additional testing for safety and efficacy. Moreover, if regulatory approval is granted, the approval will be limited to specific indications. There can be no assurance that any of our product candidates will receive regulatory approvals for marketing or, if approved, that approval will be for any or all of the indications that we request.

The FDA is authorized to require user fees for submission of NDAs and BLAs. The current user fee for such applications is $267,606 and may increase from year to year.

The FDA is also authorized to require annual user fees for approved products and for companies with establishments at which finished products are manufactured, which fees may increase from year to year. The FDA may waive or reduce such user fees under special circumstances. We intend to seek waivers or reductions of user fees where possible, but we cannot be assured that we will be eligible for any such waiver or reduction.

FDA REGULATION--POST-APPROVAL REQUIREMENTS

Even if we receive necessary regulatory approvals for one or more of our product candidates, our manufacturing facilities and products are subject to ongoing review and periodic inspection. Each U.S. device, drug and biologic manufacturing establishment must be registered with the FDA. Manufacturing establishments in the U.S. and abroad are subject to inspections by the FDA and must comply with the FDA's QSR regulations. Medical devices also must comply with the FDA's QSR regulations. In order to ensure full technical compliance with such regulations, manufacturers must expend funds, time and effort in the areas of production and quality control.

FDA REGULATION--MANUFACTURING STANDARDS

We are also subject to record keeping and reporting regulations, including the FDA's mandatory Medical Device Reporting, or MDR, regulations. These regulations require, among other things, the reporting to FDA of adverse events alleged to have been associated with the use of a product or in connection with certain product failures.

Labeling and promotional activities also are regulated by the FDA and, in certain instances, by the Federal Trade Commission (FTC). We must also comply with record keeping requirements as well as requirements to report certain adverse events involving our products. The FDA can impose other post-marketing controls on us as well as our products including, but not limited to, restrictions on sale and use, through the approval process regulations and otherwise.

Failure to comply with applicable regulatory requirements can result in, among other things, warning letters, fines, injunctions and other equitable remedies, civil penalties, recall or seizure of products, total or partial suspension of production, refusal of the government to grant approvals, pre-market clearance or pre-market approval, withdrawal of approvals and criminal prosecution.

OTHER FEDERAL REGULATION

The Federal Communications Commission (FCC) regulates the frequencies of microwave and radio-frequency emissions from medical and other types of equipment to prevent interference with commercial and governmental communications networks. The FCC has approved the frequency of 915 MHZ for medical applications, and machines utilizing that frequency do not require shielding to prevent interference with communications. Our Microfocus and BPH treatment products utilize the 915 MHZ frequency.

In December 1984, the Health Care Financing Administration (now known as the Centers for Medicare and Medicaid Service (CMS)) approved reimbursement under Medicare and Medicaid for thermotherapy treatment when used in conjunction with radiation therapy for the treatment of surface and subsurface tumors. At this time, most of the large medical insurance carriers in the U.S. have approved reimbursement for this type of thermotherapy treatment under their health policies. Thermotherapy treatment administered using equipment that has received a PMA is eligible for such reimbursement.

REGULATION OF FOREIGN SALES

Sales of domestically produced drugs, biologics and medical devices outside of the U.S. are subject to United States export requirements and foreign regulatory controls. Drugs, biologics, and devices that are subject to PMA requirements and have not received FDA marketing approval cannot be exported unless they are approved in the European Union (EU), in a country in the EU or the European Free Trade Association, or in certain other countries specified in the Federal Food, Drug and Cosmetic Act.

Products approved in these countries may be exported to other countries in which they are legal for marketing. Such products must bear labeling that complies with both the country of approval and the country to which the product is exported. In the case of drugs and biologics, there must also be a valid marketing authorization by a responsible authority and FDA must make detailed determinations regarding the adequacy of the statutory or regulatory requirements of the importing country.

Exported products that are not approved in the U.S. are subject to other FDA regulatory requirements as well, including substantial compliance with good manufacturing practice requirements. The FDA may prohibit export if there is a determination that the exportation of the product presents an imminent hazard to the public health of the importing country or to the U.S. if reimported.

Upon exportation, our products would be subject to regulation by national governments and supranational agencies as well as by local agencies affecting, among other things, product standards, packaging requirements, labeling requirements, import restrictions, tariff regulations, duties and tax requirements. There can be no assurance that one or more countries or agencies will not impose regulations or requirements that could have a material adverse effect on our ability to sell our products. In the EU, the harmonization of standards has caused a shift from a country-by-country regulatory system towards an EU-wide single regulatory system. However, many members of the EU have imposed additional country-specific regulations/requirements. The approval procedure varies from member state to member state, and the time required may be longer or shorter than that required for FDA approval. There can be no assurance that the changes in the regulatory schemes imposed either by the EU, supranational agencies or individual countries affecting our products will not have a material adverse effect on the our ability to sell our products in countries other than the U.S.

Failure to comply with foreign regulatory requirements can result in, among other things, warning letters, fines, injunctions and other equitable remedies, civil penalties, recall orders or seizure of products, total or partial suspension of production, refusal of the health authorities to grant desired approvals, the withdrawal of approvals and criminal prosecution.

We sold our original products in 23 countries in Asia, Europe and South America. Meeting the registration requirements within these countries was the responsibility of our distributors in each of these countries. Legal restrictions on the sale of imported medical devices vary from country to country. The time required to obtain approval by a foreign country may be longer or shorter than that required for FDA approval, and the requirements may differ. We expect to receive approvals for marketing in a number of countries outside the U.S. prior to the time that we will be able to market our products in the U.S. However, the timing for such approvals currently is not known.

COMPETITION

Many companies and institutions are engaged in research and development of thermotherapy technologies for both cancer and prostate disease products that seek treatment outcomes similar to those we are pursuing. In addition, a number of companies and institutions are pursuing alternative treatment strategies through the use of RF, laser and ultrasound energy sources, all of which appear to be in the early stages of development and testing. Potential competitors engaged in all areas of cancer and prostate treatment research in the U.S. and other countries include, among others, major pharmaceutical and chemical companies, specialized technology companies, universities and other research institutions. See "Risk Factors."

There currently are three principal competitors in the MI market for BPH treatment systems: Medtronic (NYSE:MDT), Urologix (NASDAQ:ULGX) and TherMatrx (private). In addition to Celsion, one other company, ACMI (a

privately held company selling Prostalund technology from Sweden), is in the process of FDA review of a minimally invasive BPH treatment system. These companies utilize one of two major approaches to BPH treatment:

- Transurethral needle ablation, or TUNA, which uses radio frequency ablation and is offered by Medtronic; and

- TUMT, which uses microwave heating to ablate tissue within the prostate and is offered by the remaining companies.

Medtronic acquired its TUNA business as part of its acquisition of Vidamed, Inc. for $329 million in April 2002. TUNA technology is labor intensive for the physician and requires a significant learning curve prior to perfecting the technique. Patients require post-treatment catheterization and significant pre-medication is common.

TUMT technology is currently the dominant MI alternative. Urologix is the market leader in TUMT systems. Its machines currently list for approximately $90,000 and its single use catheters cost between $1,000 and $1,200. Urologix's technology uses a "water cooled" catheter, which is designed to use high microwave energy without damaging the urethral lining. TherMatrx takes a simpler approach, offering a low power machine that does not require cooling. The sales price of the TherMatrx equipment is approximately $25,000, due to its relatively less complex design. The catheter used in conjunction with this equipment sells in the same range as the Urologix catheter. Both Urologix's and TherMatrx's products (and ACMI's Prostalund, which has not been approved) require pre-medication, are more difficult for the physician to administer than is the Celsion Microwave Urethroplasty(TM) system and require post-treatment catheterization of the patient.

We believe that our technology is a leap forward in the advancement of microwave therapy. Celsion relies on Microwave Urethroplasty(TM) in addition to traditional microwave energy. The addition of balloon compression within the prostatic portion of the urethra allows for immediate relief to the patient and in most cases can avoid post treatment catheterization. Thus, Celsion's technology allows for the type of rapid relief for the patient normally associated with drug therapies while avoiding the side effects and significant delays in patient symptomatic relief associated with other minimally invasive therapies.

PRODUCT LIABILITY AND INSURANCE

Our business exposes us to potential product liability risks that are inherent in the testing, manufacturing and marketing of human therapeutic products. We presently have product liability insurance limited to $5,000,000 per incident, and, if we were to be subject to a claim in excess of this coverage or to a claim not covered by our insurance and the claim succeeded, we would be required to pay the claim out of our own limited resources.

EMPLOYEES

We presently employ 23 full-time employees and one part-time employee and also utilize the services of part-time consultants from time to time. In addition, our Scientific Advisory Board actively assists our management with advice on various projects. None of our employees are represented by a collective bargaining organization, and we consider our relations with our employees to be good.

ITEM 2. PROPERTIES

We lease premises consisting of approximately 22,451 square feet of administrative office, laboratory and workshop space at 10220-I Old Columbia Road, Columbia, Maryland 21046-1705 from an unaffiliated party under a five-year lease (7,056 square feet) that expires on June 30, 2005 and a sublease (15,395 square feet), which expires on October 31, 2005. Rent expense for the year ended September 30, 2002 was $359,206. Future minimum lease obligations are as follows:

2003	$302,779
2004	$311,789
2005	$239,018

ITEM 3. LEGAL PROCEEDINGS

The following information was reported by Celsion under Item 5 in a Current Report on Form 8-K dated January 25, 2002 filed with the Securities and Exchange Commission (SEC) on January 29, 2002:

As previously reported, on April 27, 2000, Celsion commenced an action (the "Original Suit") in the United States District Court for the District of Maryland (the "Maryland Court") against Warren C. Stearns, a former director of the Company ("W.C. Stearns"), Mr. Stearns' management company and a number of his affiliates, family members and colleagues (collectively, the "Original Defendants"), who held warrants (the "Original Warrants") for the purchase of approximately 4.1 million shares of Celsion's Common Stock at $0.41 per share. On January 18, 2001, the Maryland Court transferred the case to the United States District Court for the Northern District of Illinois, in Chicago (the "Chicago Court"). On July 17, 2001, Celsion filed a motion to amend its complaint to add a second count, alleging that Mr. Stearns, on behalf of himself and the other Original Defendants, had executed a Mutual Release which released any right the Original Defendants had to exercise the warrants ("Count II"). The motion was granted on July 19, 2001.

On August 9, 2001, the Original Defendants filed a counterclaim (the "Counterclaim") against the Celsion, certain of its officers and directors, and an attorney and law firm that previously had represented Celsion. On September 10, 2001, the Chicago Court dismissed, with prejudice, Count I of the Complaint. On November 23, 2001, Celsion and certain of its officers and directors filed a motion to dismiss the Counterclaim.

On January 25, 2002, Celsion and Augustine Y. Cheung, Spencer J. Volk, Walter B. Herbst, LaSalle D. Leffall, Claude Tihon, John Mon, Max E. Link (all of whom are present or former officers and/or directors of the Company), George Bresler, Bresler, Goodman & Unterman LLP and The George Bresler Trust on the one hand (collectively, the "Company Parties"), and Stearns Management Company, Anthony Riker, Ltd., John T. Horton, The George T. Horton Trust, Warren R. Stearns, Charles A. Stearns, and W.C. Stearns (collectively, the "Stearns Parties"), on the other hand, entered into a settlement agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement, Celsion, among other things, has agreed (a) to pay to W.C. Stearns the lesser of (i) the Stearns Parties' actual legal fees, costs and expenses incurred in connection with the Original Suit, the Counterclaim and the Settlement Agreement or (ii) $265,000; (b) to issue to the Stearns Parties warrants (the "Settlement Warrants") to purchase a total of 6,325,821 shares of Celsion's Common Stock, at an exercise price of $0.01 per share; and (c) to register for resale the shares underlying the Settlement Warrants. The Settlement Warrants are in replacement of the Original Warrants, the validity of which was at issue in the Original Suit. However, while the Original Warrants, among other things, contained antidilution provisions ensuring the Stearns Parties the right to purchase 4.6875% of Celsion's Common Stock, on a fully diluted basis, until completion of the Celsion's next public offering (as defined) and a renewal right at the election of the holder, the Settlement Warrants contain no such provisions. In addition, pursuant to the Settlement Agreement, the Company Parties, on the one hand, and the Stearns Parties, on the other, unconditionally released one another from any and all claims arising prior to the effective date of the Settlement Agreement and agreed to dismiss, with prejudice, the Original Suit, including the Counterclaim.

The Settlement Agreement has the effect of fully and finally resolving the matters in dispute in the Original Suit and the Counterclaim between the Company Parties, on the one hand, and the Stearns Parties, on the other hand.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

MARKET PRICE FOR OUR COMMON STOCK

Our Common Stock trades on The American Stock Exchange. The following table sets forth the high and low sales prices for our Common Stock reported by The American Stock Exchange. The quotations set forth below do not include retail markups, markdowns or commissions.

	High	Low
FISCAL YEAR ENDED SEPTEMBER 30, 2001		
First Quarter (October 1 - December 31, 2000)	$ 2.19	$ 0.75
Second Quarter (January 1 - March 31, 2001)	$ 3.75	$ 0.94
Third Quarter (April 1 - June 30, 2001)	$ 1.25	$ 0.60
Fourth Quarter (July 1 - September 30, 2001)	$ 0.85	$ 0.40
FISCAL YEAR ENDED SEPTEMBER 30, 2002		
First Quarter (October 1 - December 31, 2002)	$ 0.42	$ 0.40
Second Quarter (January 1 - March 31, 2002)	$ 0.98	$ 0.59
Third Quarter (April 1 - June 30, 2002)	$ 0.80	$ 0.40
Fourth Quarter (July 1 - September 30, 2002)	$ 0.51	$ 0.34

On December 23, 2002, the last reported sale price for our Common Stock on The American Stock Exchange was $0.41 As of December 23, 2002, there were approximately 1,300 holders of record of our Common Stock.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our Common Stock or other securities and do not currently anticipate paying cash dividends in the foreseeable future.

ISSUANCE OF SHARES WITHOUT REGISTRATION

During the fiscal quarter ended September 30, 2002, we issued the following securities without registration under the Securities Act of 1933, as amended (the "Securities Act"):

- On August 1, 2002, Celsion issued a total of 200,000 shares of its Common Stock for cash consideration of $2,000 upon exercise of stock purchase warrants. On September 4, 2002, Celsion issued a total of 150,000 shares of its Common Stock for cash consideration of $1,500 upon exercise of stock purchase warrants. On September 12, 2002, Celsion issued a total of 200,000 shares of its Common Stock for cash consideration of $2,000 upon exercise of stock purchase warrants. On September 24, 2002, Celsion issued a total of 250,000 shares of its Common Stock for cash consideration of $2,500 upon exercise of stock purchase warrants. On September 26, 2002, Celsion issued a total of 200,000 shares of its Common Stock for cash consideration of $2,000 upon exercise of stock purchase warrants. These shares are restricted stock, and the certificates representing such shares are endorsed with Celsion's standard restrictive legend, with a stop transfer instruction recorded by the transfer agent. Accordingly, Celsion views the shares issued as exempt from registration under Sections 4(2) and/or 4(6) of the Securities Act.

- On July 1, 2002, Celsion also issued 14,709 shares of its Common Stock to a consultant for services valued at $7,500. These shares are restricted stock, and the certificates representing such shares are endorsed with the Celsion's standard restricted stock legend, with a stop transfer instruction recorded by the transfer agent. Accordingly, Celsion views the shares issued as exempt from registration under Sections 4(2) and/or 4(6) of the Securities Act.

- On September 4, 2002, Celsion issued 918,000 shares of its Common Stock upon conversion of 459 shares of its Series B 8% Convertible Preferred Stock. These shares are restricted stock, and the certificates representing such shares are endorsed with Celsion's standard restricted stock legend, with a stop transfer instruction recorded by the transfer agent. Accordingly, Celsion views the shares issued as exempt from registration under Sections 4(2) and/or 4(6) of the Securities Act.

Celsion views these issuances as transactions by an issuer not involving any public offering and therefore as exempt from registration under Sections 4(2) and/or 4(6) of the Securities Act.

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

ITEM 6. SELECTED FINANCIAL DATA

The following table contains certain financial data for Celsion for the five fiscal years ended September 30, 2002 is qualified in its entirety by, and should be read in conjunction with, the "Item 8. Financial Statements and Supplementary Data and Financial Disclosure" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations."

	YEAR ENDED SEPTEMBER 30,				
	1998	1999	2000	2001	2002
STATEMENT OF OPERATIONS DATA:					
Revenues:					
Product Sales (Net)	$ 174,182	$ --	$ 3,420	$ --	$ --
Research and development contracts	--	--			
Total revenues	174,182	3,420			
Cost of sales	136,500	246			
Gross profit on product sales	37,682	3,174			
Other costs and expenses:					
Selling, general and administrative	2,515,822	1,371,161	2,662,623	3,211,625	4,833,005
Research and development	1,534,872	1,019,941	2,238,292	4,075,249	5,004,687
Total operating expenses	4,050,694	2,391,102	4,900,915	7,286,874	9,837,692
(Loss) from operations	(4,013,012)	(2,391,102)	(4,897,741)	(7,286,874)	(9,837,692)
Other income (expense)	11,870	15,744	--	45,609	38,289
Interest income (expense)	(199,346)	(60,834)	350,526	318,038	48,321
Net (loss)	$ (4,200,488)	$ (2,436,192)	$ (4,547,215)	$ (6,923,227)	$ (9,751,082)
Net loss per share	$ (0.12)	$ (0.05)	$ (0.08)	$ (0.10)	$ (0.12)
Weighted average shares outstanding	34,867,001	45,900,424	59,406,921	72,249,920	87,257,672

	AS OF SEPTEMBER 30,				
	1998	1999	2000	2001	2002
BALANCE SHEET DATA:					
Cash and cash equivalents	$ 54,920	$ 1,357,464	$ 8,820,196	$ 2,510,136	$ 928,819
Working Capital	(2,000,351)	906,926	8,509,173	2,388,900	735,216
Total Assets	330,738	1,558,684	9,117,821	2,956,861	2,291,449
Long-term debt, less current maturities	--	--	--	15,203	--
Redeemable preferred stock:					
Series A 10% Convertible Preferred Stock	--	--	5,176,000	1,099,584	1,130,500
Series B 8% Convertible Preferred Stock	--	--	--	--	1,396,285
Accumulated deficit	(19,464,010)	(21,900,202)	(26,770,917)	(33,928,781)	(43,820,081)
Total stockholders' equity (deficit)	(1,851,067)	1,037,125	8,726,429	2,669,217	1,516,490

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS

Certain of the statements contained in this Annual Report on Form 10-K, including certain in this section, are forward-looking. In addition, from time to time we may publish forward-looking statements relating to such matters as anticipated financial performance, business prospects, technological developments, new products, research and development activities and similar matters. These statements involve known and unknown risks, uncertainties, and other factors that may cause our or our industry's actual results, levels of activity, performance, or achievements to be materially different from any future results, levels of activity, performance, or achievements expressed or implied by such forward-looking statements. Such factors include, among other things, unforeseen changes in the course of research and development activities and in clinical trials; possible changes in cost and timing of development and testing, capital structure, and other financial items; changes in approaches to medical treatment; introduction of new products by others; possible acquisitions of other technologies, assets or businesses; possible actions by customers, suppliers, strategic partners, potential strategic partners, competitors and

regulatory authorities, as well as those listed under "Risk Factors" below and elsewhere in this Annual Report on Form 10-K. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "potential" or "continue" or the negative of such terms or other comparable terminology. Forward-looking statements are only predictions. Actual events or results may differ materially. In evaluating these statements, you should specifically consider various factors, including the risks outlined under "Risk Factors." Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of such statements, or for updating such statements after the date hereof.

BASIS OF PRESENTATION

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. Since inception, the Company has incurred substantial operating losses, principally from expenses associated with our research and development programs, the clinical trials conducted in connection with our thermotherapy systems and applications for submission to the Food and Drug Administration. We believe these expenditures are essential for the commercialization of our technologies. As a result of these expenditures, as well as related general and administrative expenses Celsion had an accumulated deficit of $43,820,081 as of September 30, 2002. We expect such operating losses to continue in the near term and for the foreseeable future as we continue our product development efforts, and undertake marketing and sales activities. Celsion's ability to achieve profitability is dependent upon its ability to successfully obtain governmental approvals, produce, market and sell its new technology and integrate such technology into its thermotherapy systems. There can be no assurance that we will be able to commercialize our technology successfully or that we ever will achieve profitability. Our operating results have fluctuated significantly in the past and we expect that such results will fluctuate significantly from quarter to quarter in the future and will depend on a number of factors, many of which are outside Celsion's control.

We will need substantial additional funding in order to complete the development, testing and commercialization of our cancer treatment and BPH products and of potential new products. It is our current intention both to increase the pace of development work on our present products and to make a significant commitment to thermo-sensitive liposome and gene therapy research and development projects. The increase in the scope of present development work and such new projects will require additional funding, at least until we are able to begin marketing our products.

If adequate funding is not available in the future, Celsion may be required to delay, scale-back or eliminate certain aspects of its operations or to attempt to obtain funds through onerous arrangements with partners or others that may force us to relinquish rights to certain of our technologies, products or potential markers. Furthermore, if we cannot fund its ongoing development and other operating requirements, and particularly those associated with our obligation to conduct clinical trials under our licensing agreements, Celsion will be in breach of its commitments under such licensing agreements and could therefore lose its license rights, with material adverse effects Celsion.

These factors among others may indicate that Celsion will be unable to continue as a going concern for a reasonable period of time. The accompanying financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should Celsion be unable to continue as a going concern. Our continuation as a going concern is dependent upon our ability to generate sufficient cash flow to meet our obligations on a timely basis, to obtain additional financing as may be required, and ultimately to attain successful operations. Management is continuing its efforts to obtain additional funds so that Celsion can meet its obligations and sustain operations.

RESULTS OF OPERATIONS

Comparison of Fiscal Year Ended September 30, 2002 and Fiscal Year Ended September 30, 2001

We generated no revenues during the fiscal year ended September 30, 2002 or the fiscal year ended September 30, 2001.

Research and development expenditures in the year ended September 30, 2002 were $5,004,687, an increase of $929,438, or 23%, compared to the fiscal year ended September 30, 2001. The increase was attributable to costs incurred in undertaking pivotal Phase II clinical trials for both our BPH and breast cancer treatment systems. These costs included increased personnel costs as well as costs related to the acquisition of equipment and materials necessary to complete the trials. Additionally, during the year we completed the large animal toxicity studies using our heat-activated liposomes.

Selling, general and administrative expense increased by 52%, to $4,833,005 for the fiscal year ended September 30, 2002 compared to $3,211,625 for the fiscal year ended September 30, 2002. The increase was due primarily to increased staffing and legal costs associated with private placements and various SEC filings. Celsion also incurred costs associated with settlement of its ongoing lawsuit with Warren C. Stearns and his associates. Under the terms of the settlement, Celsion issued to the Stearns group certain Common Stock purchase warrants that were at issue in the litigation, together with additional warrants as compensation for relinquishment of certain anti-dilution rights under the disputed warrants and up to $265,000 in cash to reimburse Stearns for costs incurred up to the settlement date. Celsion accrued the remaining amounts due to Spencer J. Volk, its former President and Chief Executive Officer, under the terms of the agreement governing his retirement. Finally, Celsion incurred consulting costs related to the exploration of the feasibility of setting up a business in China (including Hong Kong, Taiwan and Macao).

The increase in research and development, selling, general and administrative expenses described above, together with the absence of revenues during the relevant periods, resulted in a loss from operations of $9,837,692 for the year ending September 30, 2002 compared to a loss $7,286,874 for the year ended September 30, 2001, representing an increase of $2,550,818.

Interest income net of interest expense decreased by $269,717 to $48,321 for the fiscal year ended September 30, 2002 compared to $318,038 for the fiscal year ended September 30, 2001. This decrease is the result of a combination of lower average funds available for investment and lower interest rates in fiscal 2002.

Comparison of Fiscal Year Ended September 30, 2001 and Fiscal Year Ended September 30, 2000

We generated no revenues during the fiscal year ended September 30, 2001, compared to revenues on the sale of parts and equipment in the amount of $3,240 during the fiscal year ended September 30, 2000.

Research and development expenditures in the year ended September 30, 2001 were $4,075,249, an increase of $1,836,957, or 82%, compared to the fiscal year ended September 30, 2000. The increase was attributable to costs incurred in undertaking pivotal Phase II clinical trials for both our BPH and breast cancer treatment systems. These costs included increased personnel costs as well as costs related to the acquisition of equipment and materials necessary to complete the trials. Additionally, during the year we initiated development of our heat-activated liposomes by formulating the drug and undertaking large animal toxicity studies.

Selling, general and administrative expense increased by 21%, to $3,211,625 for the fiscal year ended September 30, 2001 compared to $2,662,623 for the fiscal year ended September 30, 2000. The increase was due primarily to increased staffing, principally our newly retained Chief Financial Officer, and legal costs associated with the conversion of the Series A 10% Convertible Preferred Stock, various SEC filings and settlement of a long-standing trade dispute with a former distributor in Hong Kong.

The increase in research and development, selling, general and administrative expenses described above, together with the absence of revenues, resulted in a loss from operations of $7,286,874 for the year ending September 30, 2001 compared to a loss $4,897,741 for the year ended September 30, 2000, representing an increase of $2,389,133.

Interest income net of interest expense decreased by $32,488, to $318,038 for the fiscal year ended September 30, 2001 compared to $350,526 for the fiscal year ended September 30, 2000. This decrease reflects the fact that, as Celsion has no revenues, all expenditures are met from cash reserves. As cash reserves declined, interest income is likewise reduced.

LIQUIDITY AND CAPITAL RESOURCES

Since inception, our expenses have significantly exceeded our revenues, resulting in an accumulated deficit of $43,820,081 at September 30, 2002. We have incurred negative cash flows from operations since our inception and have funded our operations primarily through the sale of equity securities. As of September 30, 2002, we had cash of $928,819 and total current assets of $1,510,175, compared with current liabilities of $774,959, resulting in a working capital surplus of $735,216. As of September 30, 2001, we had $2,510,136 in cash and total current assets of $2,661,341, compared with current liabilities of $272,441, which resulted in a working capital surplus of $2,388,900 at fiscal year end. The decrease in working capital at September 30, 2002 as compared to September 30, 2001 was due to the fact that, during the past fiscal year, we drew on our cash reserves to pay for our ongoing operations.

We do not have any bank financing arrangements and have funded our operations primarily through private placement offerings of equity securities. On October 15, 2002, Celsion completed a private placement resulting in net proceeds of approximately $748,000 and, on November 12, 2002, Celsion completed a private placement generating approximately $300,000 in net proceeds.

For all of fiscal year 2003, we expect to expend a total of approximately $8,500,000 for clinical testing of our breast cancer and BPH treatment systems, as well as corporate overhead, which we expect to fund from our current resources. The foregoing amounts are estimates based upon assumptions as to the availability of funding, the scheduling of institutional clinical research and testing personnel, the timing of clinical trials and other factors, not all of which are fully predictable. Accordingly, estimates and timing concerning projected expenditures and programs are subject to change. We expect to fund our operations through the 2003 fiscal year though a combination of private placements of equity and up-front and other funding contributed by one or more strategic partners for the BPH business. Additionally, if as currently anticipated our BPH system is approved for marketing during the course of fiscal 2003 funding could be generated from the sale of catheters.

Our available cash on hand is sufficient to fund our activities through December 31, 2003, although we currently anticipate that we will receive further funding through a private placement of $425,000 and issuance of a note in the amoount of $500,000 early in January 2003, which funds will be sufficient to fund operations through February 2003. Our dependence on raising additional capital will continue at least until we are able to begin marketing our new technologies. Our future capital requirements and the adequacy of our financing depend upon numerous factors, including the successful commercialization of our Microwave Uretheroplasty(TM) and breast cancer treatment systems, progress in product development efforts, progress with pre-clinical studies and clinical trials, the cost and timing of production arrangements, the development of effective sales and marketing activities, the cost of filing, prosecuting, defending and enforcing intellectual property rights, competing technological and market developments and the development of strategic alliances for the marketing of our products. We will be required to obtain such funding through equity or debt financing, strategic alliances with corporate partners and others, or through other sources not yet identified. We do not have any committed sources of financing, and cannot guarantee that additional funding will be available in a timely manner, on acceptable terms, or at all. If adequate funds are not available, we may be required to delay, scale back or eliminate certain aspects of our operations or attempt to obtain funds through unfavorable arrangements with partners or others that may require us to relinquish rights to certain of our technologies, product candidates, products or potential markets or which otherwise may be materially unfavorable to us. Furthermore, if we cannot fund our ongoing development and other operating requirements, particularly those associated with our obligation to conduct clinical trials under our licensing agreements, we will be in breach of our commitments under these licensing agreements and could therefore lose our license rights, which could have material adverse effects on our business.

These factors among others may indicate that Celsion will be unable to continue as a going concern for a reasonable period of time. The accompanying financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should Celsion be unable to continue as a going concern. Our continuation as a going concern is dependent upon our ability to generate sufficient cash flow to meet our obligations on a timely basis, to obtain additional financing as may be required, and ultimately to attain successful operations. Management is continuing its efforts to obtain additional funds so that Celsion can meet its obligations and sustain operations.

RISK FACTORS

Among numerous risk factors that may affect our future performance and our ability to achieve profitable operations are the following:

WE HAVE A HISTORY OF SIGNIFICANT LOSSES AND EXPECT TO CONTINUE SUCH LOSSES FOR THE FORESEEABLE FUTURE.

Since Celsion's inception in 1982, our expenses have substantially exceeded our revenues, resulting in continuing losses and an accumulated deficit of $43,820,081 at September 30, 2002, including losses of $6,923,227 for the fiscal year ended September 30, 2001 and $9,751,082 for the fiscal year ended September 30, 2002. Because we presently have no revenues and are committed to continuing our product research, development and commercialization programs, we will continue to experience significant operating losses unless and until we complete the development of new products and these products have been clinically tested, approved by the FDA and successfully marketed. We have funded our operations primarily through the sale of Celsion's securities and have limited working capital for our product research, development, commercialization and other activities.

WE DO NOT EXPECT TO GENERATE SIGNIFICANT REVENUE FOR THE FORESEEABLE FUTURE.

We marketed and sold our original microwave thermotherapy products, which produced modest revenues from 1990 to 1994, but ceased marketing these products in 1995. We have devoted our resources in ensuing years to developing a new generation of thermotherapy and other products, but cannot market these products unless and until we have completed clinical testing and obtained all necessary governmental approvals. Accordingly, we have no current source of revenues, much less profits, to sustain our present operations, and no revenues will be available unless and until our new products are clinically tested, approved by the FDA and successfully marketed. We cannot guarantee that any or all of our products will be successfully tested, approved by the FDA or marketed, successfully or otherwise, at any time in the foreseeable future or at all.

OUR MICROWAVE HEAT THERAPY TECHNOLOGY IS STILL UNDERGOING CLINICAL TESTING AND MAY NOT ACHIEVE SUFFICIENT ACCEPTANCE BY THE MEDICAL COMMUNITY TO SUSTAIN OUR BUSINESS.

To date, microwave heat therapy has not been widely accepted in the United States medical community as an effective treatment for BPH or for cancer treatment, with or without the concurrent use of radiation. We believe that this is primarily due to the inability of earlier technology adequately to focus and control heat directed at specific tissue locations and to conclusions that were drawn from a widely publicized study by the Radiation Oncology Therapy Group that purported to show that thermotherapy in conjunction with radiation was only marginally effective. Subsequent to the publication of that study, the Health Care Financing Administration, a HCFA (now known as the Centers for Medicare and Medicaid Services, or CMS) established a low medical reimbursement rate for all thermotherapy equipment designed to be used in conjunction with radiation. While management believes that our new technology is capable of overcoming the limitations of the earlier technology, the medical community may not embrace the perceived advantages of our "adaptive phased array," or APA, focused heat therapy without more extensive testing and clinical experience than we will be able to provide. To date, we have completed and submitted to the FDA only Phase I clinical trials of our Microwave Uretheroplasty(TM) treatment system, although we have completed patient treatments in our Phase II trials. Our PMA application is being submitted on a modular basis, consisting of three separate filings: a manufacturing module, a pre-clinical module and a module consisting of 12-month patient follow-up data. The first two out of three modules were submitted in November 2001 and we expect to submit the remaining module after the 12-month patient follow-up data has been collected and the first two modules have been cleared by the FDA. The manufacturing module has been cleared, we anticipate that the FDA will clear the pre-clinical module in the near future and we have completed collection of the 12-month patient follow-up data. Therefore, we presently anticipate that we will submit the third module early in 2003. Our new breast cancer treatment technology is currently in Phase II trials. Our technology may not prove as effective in practice as we anticipate based on testing to date. If further testing and clinical practice do not confirm the safety and efficacy of our technology or, even if further testing and practice produce positive results but the medical community does not view this new form of heat therapy as effective and desirable, our efforts to market our new products may fail, with material adverse consequences to our business. We intend to petition CMS for a new reimbursement code for our breast cancer treatment. The success of our business model depends significantly upon our ability to petition successfully for favorable reimbursement codes. However, we cannot offer any assurances as to when, if ever, CMS may act on our request to establish a reimbursement code for our breast cancer treatment system. In addition, there can be no assurance that the reimbursement level established for our breast cancer treatment system, if established, will be sufficient for us to carry out our business plan effectively.

IF WE ARE NOT ABLE TO OBTAIN NECESSARY FUNDING, WE WILL NOT BE ABLE TO COMPLETE THE DEVELOPMENT, TESTING AND COMMERCIALIZATION OF OUR TREATMENTS AND PRODUCTS.

We will need substantial additional funding in order to complete the development, testing and commercialization of our BPH and breast cancer treatment systems and heat-activated liposome and cancer repair inhibitor products, as well as other potential new products. We expended approximately $9,359,311 in the 12 months ending September 30, 2002. As of that date, we had available a total of approximately $928,900 to fund additional expenditures. On October 15, 2002, Celsion completed a private placement resulting in net proceeds of approximately $748,000 and, on November 12, 2002, Celsion completed a private placement generating approximately $300,000 in net proceeds Our available cash on hand is sufficient to fund our activities through December 31, 2003, although we currently anticipate that we will receive further funding through a private placement of $425,000 and issuance of a note in the amoount of $500,000 early in January 2003, which funds will be sufficient to fund operations through February 2003. However, we cannot offer assurances that we will receive this anticipated additional funding. In addition, it is our current intention both to increase the pace of development work on our present products and to make a significant commitment to our heat-activated liposome and cancer repair inhibitor research and development projects. The increase in the scope of present development work and the commitment to these new projects, as well as

our ongoing activities, will require additional external funding, at least until we are able to begin marketing our products and to generate sufficient cash flow from the sale of those products to support our continued operations.

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. We do not have any committed sources of financing and cannot offer any assurances that additional funding will be available in a timely manner, on acceptable terms or at all.

If adequate funding is not available, we may be required to delay, scale back or eliminate certain aspects of our operations or attempt to obtain funds through unfavorable arrangements with partners or others that may force us to relinquish rights to certain of our technologies, products or potential markets or that could impose onerous financial or other terms. Furthermore, if we cannot fund our ongoing development and other operating requirements, particularly those associated with our obligations to conduct clinical trials under our licensing agreements, we will be in breach of these licensing agreements and could therefore lose our license rights, which could have material adverse effects on our business.

OUR BUSINESS IS SUBJECT TO NUMEROUS AND EVOLVING STATE, FEDERAL AND FOREIGN REGULATIONS AND WE MAY NOT BE ABLE TO SECURE THE GOVERNMENT APPROVALS NEEDED TO DEVELOP AND MARKET OUR PRODUCTS.

Our research and development activities, pre-clinical tests and clinical trials, and ultimately the manufacturing, marketing and labeling of our products, all are subject to extensive regulation by the FDA and foreign regulatory agencies. Pre-clinical testing and clinical trial requirements and the regulatory approval process typically take years and require the expenditure of substantial resources. Additional government regulation may be established that could prevent or delay regulatory approval of our product candidates. Delays or rejections in obtaining regulatory approvals would adversely affect our ability to commercialize any product candidates and our ability to generate product revenues or royalties.

The FDA and foreign regulatory agencies require that the safety and efficacy of product candidates be supported through adequate and well-controlled clinical trials. If the results of pivotal clinical trials do not establish the safety and efficacy of our product candidates to the satisfaction of the FDA and other foreign regulatory agencies, we will not receive the approvals necessary to market such product candidates.

Even if regulatory approval of a product candidate is granted, the approval may include significant limitations on the indicated uses for which the product may be marketed. Also, manufacturing establishments in the United States and abroad are subject to inspections and regulations by the FDA. Medical devices must also continue to comply with the FDA's Quality System Regulation, or QSR. Compliance with such regulations requires significant expenditures of time and effort to ensure full technical compliance. The FDA stringently applies regulatory standards for manufacturing.

We are also subject to record keeping and reporting regulations, including FDA's Mandatory Medical Device Reporting, or MDR regulation. Labeling and promotional activities are regulated by the FDA and, in certain instances, by the Federal Trade Commission.

Many states in which we do or in the future may do business or in which our products may be sold impose licensing, labeling or certification requirements that are in addition to those imposed by the FDA. There can be no assurance that one or more states will not impose regulations or requirements that have a material adverse effect on our ability to sell our products.

In many of the foreign countries in which we may do business or in which our products may be sold, we will be subject to regulation by national governments and supranational agencies as well as by local agencies affecting, among other things, product standards, packaging requirements, labeling requirements, import restrictions, tariff regulations, duties and tax requirements. There can be no assurance that one or more countries or agencies will not impose regulations or requirements that could have a material adverse effect on our ability to sell our products.

The European Union, or EU, has a registration process that includes registration of manufacturing facilities (known as "ISO certification") and product certification (known as a "CE Mark"). We have obtained ISO certification for our existing facilities. However, there is no guarantee that we will be successful in obtaining EU certifications for any new facilities or for our products, or that we will be able to maintain our existing certifications in the future.

Foreign government regulation may delay marketing of our new products for a considerable period of time, impose costly procedures upon our activities or provide an advantage to larger companies that compete with us. There can be no assurance that we will be able to obtain necessary regulatory approvals, on a timely basis or at all, for any products that we develop. Any delay in obtaining, or failure to obtain, necessary approvals would materially and adversely affect the marketing of our contemplated products subject to such approvals and, therefore, our ability to generate revenue from such products.

Even if regulatory authorities approve our product candidates, such products and our facilities, including facilities located outside the EU, may be subject to ongoing testing, review and inspections by the European health regulatory authorities. After receiving premarketing approval, in order to manufacture and market any of its products, we will have to comply with regulations and requirements governing manufacture, labeling and advertising on an ongoing basis.

Failure to comply with applicable domestic and foreign regulatory requirements, can result in, among other things, warning letters, fines, injunctions and other equitable remedies, civil penalties, recall or seizure of products, total or partial suspension of production, refusal of the government to grant approvals, pre-market clearance or pre-market approval, withdrawal of approvals and criminal prosecution of Celsion and its employees, all of which would have a material adverse effect on our business.

OUR BUSINESS DEPENDS ON LICENSE AGREEMENTS WITH THIRD PARTIES TO PERMIT US TO USE PATENTED TECHNOLOGIES. THE LOSS OF ANY OF OUR RIGHTS UNDER THESE AGREEMENTS COULD IMPAIR OUR ABILITY TO DEVELOP AND MARKET OUR PRODUCTS.

Currently, we have nine utility patents pending in the United States Patent & Trademark Office. One application directed to our breast cancer treatment and another application directed to our Microwave Uretheroplasty(TM) treatment for BPH have been allowed and should issue as United States patents within the next few months. We have filed international applications with respect to the above technologies in various countries including Japan, China, Europe, and Canada. Three additional U.S. utility applications are on file directed to various features of our breast cancer treatment and three additional applications are on file directed to different features of our thermotherapy treatment of BPH. The ninth application on file is directed to our deep tumor therapy treatment. However, even when our pending applications mature into United States patents, our business will still depend on license agreements that we have entered into with third parties until the third parties' patents expire. We intend to file applications for international patent protections for inventions covered by our U.S. applications. However, there can be no assurance when, if ever, we will receive such international patent protection.

Our success will depend, in substantial part, on our ability to maintain our rights under license agreements granting us rights to use patented technologies. We have entered into exclusive license agreements with MIT, for APA technology, and with MMTC, a privately owned developer of medical devices, for microwave balloon catheter technology. We have also entered into a license agreement with Duke University, under which we have exclusive rights to commercialize medical treatment products and procedures based on Duke University's thermo-liposome technology and a license agreement with Memorial Sloan-Kettering Cancer Center under which we have rights to commercialize certain cancer repair inhibitor products. The MIT, MMTC, Duke University and Sloan-Kettering agreements each contain license fee, royalty and/or research support provisions, testing and regulatory milestones, and other performance requirements that we must meet by certain deadlines. If we were to breach these or other provisions of the license and research agreements, we could lose our ability to use the subject technology, as well as compensation for our efforts in developing or exploiting the technology. Also, loss of our rights under the MIT license agreement would prevent us from proceeding with our most current product development efforts, which are dependent on licensed APA technology. Any such loss of rights and access to technology would have a material adverse effect on our business.

Further, we cannot guarantee that any patent or other technology rights licensed to us by others will not be challenged or circumvented successfully by third parties, or that the rights granted will provide adequate protection. We are aware of published patent applications and issued patents belonging to others, and it is not clear whether any of these patents or applications, or other patent applications of which we may not have any knowledge, will require us to alter any of our potential products or processes, pay licensing fees to others or cease certain activities. Litigation, which could result in substantial costs, may also be necessary to enforce any patents issued to or licensed by us or to determine the scope and validity of others' claimed proprietary rights. We also rely on trade secrets and confidential information that we seek to protect, in part, by confidentiality agreements with our corporate partners, collaborators, employees and consultants. We cannot guarantee that these agreements will not be breached, that, even if not breached, they are adequate to protect our trade secrets, that we will have adequate remedies for any breach or that our trade secrets will not otherwise become known to, or will not be discovered independently by, competitors.

TECHNOLOGIES FOR THE TREATMENT OF CANCER ARE SUBJECT TO RAPID CHANGE AND THE DEVELOPMENT OF TREATMENT STRATEGIES THAT ARE MORE EFFECTIVE THAN OUR THERMOTHERAPY TECHNOLOGY COULD RENDER OUR TECHNOLOGY OBSOLETE.

Various methods for treating cancer currently are, and in the future may be expected to be, the subject of extensive research and development. Many possible treatments that are being researched, if successfully developed, may not require, or may supplant, the use of our thermotherapy technology. These alternate treatment strategies include the use of radio frequency (RF), laser and ultrasound energy sources. The successful development and acceptance of any one or more of these alternative forms of treatment could render our technology obsolete as a cancer treatment method.

WE MAY NOT BE ABLE TO HIRE OR RETAIN KEY OFFICERS OR EMPLOYEES THAT WE NEED TO IMPLEMENT OUR BUSINESS STRATEGY AND DEVELOP OUR PRODUCTS AND BUSINESSES.

Our success depends significantly on the continued contributions of our executive officers, scientific and technical personnel and consultants, and on our ability to attract additional personnel as we seek to implement our business strategy and develop our products and businesses. During our operating history, we have assigned many essential responsibilities to a relatively small number of individuals. However, as our business and the demands on our key employees expand, we have been, and will continue to be, required to recruit additional qualified employees. The competition for such qualified personnel is intense, and the loss of services of certain key personnel or our inability to attract additional personnel to fill critical positions as we implement our business strategy could adversely affect our business.

Effective October 4, 2001, Spencer J. Volk, formerly the President, Chief Executive Officer and a director of Celsion, resigned from all of these positions. Our Board has appointed Dr. Augustine Y. Cheung, formerly the Chairman and Chief Scientific Officer, to serve as Celsion's President and Chief Executive Officer and Dr. Max Link, a director since 1997, has assumed the position of Chairman of the Board. Effective September 20, 2002, Dr. LaSalle Leffall resigned as a member of our Board of Directors. At its meeting on December 27, 2002, the Board appointed Dr. Gary Pace to fill the remainder of Dr. Leffall's term and to reduce the number of directors constituting the whole Board from seven to six.

OUR SUCCESS WILL DEPEND IN PART ON OUR ABILITY TO GROW AND DIVERSIFY, WHICH IN TURN WILL REQUIRE THAT WE MANAGE AND CONTROL OUR GROWTH EFFECTIVELY.

Our business strategy contemplates growth and diversification. As we add to our manufacturing, marketing, sales, research and development and other capabilities, our operating expenses and capital requirements will increase. Our ability to manage growth effectively will require that we continue to expend funds to improve our operational, financial and management controls, reporting systems and procedures. In addition, we must effectively expand, train and manage our employees. We will be unable to manage our business effectively if we are unable to alleviate the strain on resources caused by growth in a timely and successful manner. There can be no assurance that we will be able to manage our growth and a failure to do so could have a material adverse effect on our business.

THE SUCCESS OF OUR PRODUCTS MAY BE HARMED IF THE GOVERNMENT, PRIVATE HEALTH INSURERS AND OTHER THIRD-PARTY PAYORS DO NOT PROVIDE SUFFICIENT COVERAGE OR REIMBURSEMENT.

Our ability to commercialize our thermotherapy technology successfully will depend in part on the extent to which reimbursement for the costs of such products and related treatments will be available from government health administration authorities, private health insurers and other third-party payors. The reimbursement status of newly approved medical products is subject to significant uncertainty. We cannot guarantee that adequate third-party insurance coverage will be available for us to establish and maintain price levels sufficient for us to realize an appropriate return on our investment in developing new therapies. Government, private health insurers and other third-party payors are increasingly attempting to contain health care costs by limiting both coverage and the level of reimbursement for new therapeutic products approved for marketing by the FDA. Accordingly, even if coverage and reimbursement are provided by government, private health insurers and third-party payors for uses of our products, market acceptance of these products would be adversely affected if the reimbursement available proves to be unprofitable for health care providers.

WE FACE INTENSE COMPETITION AND THE FAILURE TO COMPETE EFFECTIVELY COULD ADVERSELY AFFECT OUR ABILITY TO DEVELOP AND MARKET OUR PRODUCTS.

There are many companies and other institutions engaged in research and development of thermotherapy technologies, both for prostate disease and cancer treatment products, which seek treatment outcomes similar to those that we are pursuing. In addition, a number of companies and other institutions are pursuing alternative treatment strategies through the use of microwave, infrared, radio frequency, laser and ultrasound energy sources, all of which appear to be in the early stages of development and testing. We believe that the level of interest by others in investigating the potential of thermotherapy and alternative technologies will continue and may increase. Potential competitors engaged in all areas of prostate and cancer treatment research in the United States and other countries include, among others, major pharmaceutical and chemical companies, specialized technology companies, universities and other research institutions. Substantially all of our competitors and potential competitors have significantly greater financial, technical, human and other resources, and may also have far greater experience, than do we, both in pre-clinical testing and human clinical trials of new products and in obtaining FDA and other regulatory approvals. One or more of these companies or institutions could succeed in developing products or other technologies that are more effective than the products and technologies that we have been or are developing, or which would render our technology and products obsolete and non-competitive. Furthermore, if we are permitted to commence commercial sales of any of our products, we will also be competing, with respect to manufacturing efficiency and marketing, with companies having substantially greater resources and experience in these areas.

LEGISLATIVE AND REGULATORY CHANGES AFFECTING THE HEALTH CARE INDUSTRY COULD ADVERSELY AFFECT OUR BUSINESS.

There have been a number of federal and state proposals during the last few years to subject the pricing of health care goods and services to government control and to make other changes to the United States health care system. It is uncertain which legislative proposals, if any, will be adopted (or when) or what actions federal, state, or private payors for health care treatment and services may take in response to any health care reform proposals or legislation. We cannot predict the effect health care reforms may have on our business and we can offer no assurances that any of these reforms will not have a material adverse effect on that business.

WE MAY BE SUBJECT TO SIGNIFICANT PRODUCT LIABILITY CLAIMS AND LITIGATION.

Our business exposes us to potential product liability risks inherent in the testing, manufacturing and marketing of human therapeutic products. We presently have product liability insurance limited to $5,000,000 per incident. If we were to be subject to a claim in excess of this coverage or to a claim not covered by our insurance and the claim succeeded, we would be required to pay the claim with our own limited resources, which could have a material adverse effect on our business. In addition, liability or alleged liability could harm the business by diverting the attention and resources of our management and by damaging our reputation.

WE PRESENTLY HAVE LIMITED MARKETING AND SALES CAPABILITY AND WILL BE REQUIRED TO DEVELOP SUCH CAPABILITIES AND TO ENTER INTO ALLIANCES WITH OTHERS POSSESSING SUCH CAPABILITIES IN ORDER TO COMMERCIALIZE OUR PRODUCTS SUCCESSFULLY.

We intend to market our Microwave Uretheroplasty(TM) treatment system through a strategic alliances with a third party at such time, if any, as it is approved for commercialization by the FDA, and to market our breast cancer treatment system, if and when so approved, through such third parties. There can be no assurance that we will be able to establish sales and marketing capabilities successfully or successfully enter into third-party marketing or distribution arrangements. We have limited experience and capabilities in marketing, distribution and direct sales, although we intend to develop an effective sales and marketing capability as we pursue commercialization. We expect to incur significant additional expense in attracting, establishing and maintaining a marketing and sales force or entering into third-party marketing or distribution arrangements. There can be no assurance that, to the extent we enter into any commercialization arrangements with third parties, such third parties will establish adequate sales and distribution capabilities or be successful in gaining market acceptance for our products and services. There also can be no assurance that our direct sales, marketing, licensing and distribution efforts would be successful or that revenue from such efforts would exceed expenses.

WE DEPEND ON THIRD-PARTY SUPPLIERS TO PROVIDE US WITH COMPONENTS REQUIRED FOR OUR PRODUCTS AND MAY NOT BE ABLE TO OBTAIN THESE COMPONENTS ON FAVORABLE TERMS OR AT ALL.

We are not currently manufacturing any products, but are using our facilities to assemble prototypes of the equipment for research and development purposes. We currently purchase certain specialized microwave and thermometry components and applicator materials and the catheter unit used for our Microwave Uretheroplasty(TM) equipment from single or limited source suppliers because of the small quantities involved. While we have not experienced any significant difficulties in obtaining these components, the loss of an important current supplier could require that we obtain a replacement supplier, which might result in delays and additional expense in being able to make prototype equipment available for clinical trials and other research purposes. In addition, inasmuch as we expect to manufacture our Microwave Uretheroplasty(TM) equipment at least for some period subsequent to FDA approval and the commencement of commercialization, such manufacturing and commercialization also could be delayed. In addition, in the event that we succeed in marketing our products, we intend to use outside contractors to supply components and the Microwave Uretheroplasty(TM) catheter, and may use such contractors to assemble finished equipment in the future, which could cause us to become increasingly dependent on key vendors.

WE HAVE NOT PAID DIVIDENDS IN THE PAST AND DO NOT INTEND TO DO SO FOR THE FORESEEABLE FUTURE.

We have never paid cash dividends and do not anticipate paying cash dividends on our Common Stock or Preferred Stock in the foreseeable future. Therefore, our stockholders cannot achieve any degree of liquidity with respect to their shares of Common Stock except by selling such shares.

THE EXERCISE OR CONVERSION OF OUR OUTSTANDING OPTIONS, WARRANTS AND CONVERTIBLE PREFERRED STOCK COULD RESULT IN SIGNIFICANT DILUTION OF OWNERSHIP INTERESTS IN OUR COMMON STOCK OR OTHER CONVERTIBLE SECURITIES.

Options and Warrants. As of September 30, 2002, we had outstanding and exercisable warrants and options to purchase a total of 30,288,795 shares of our Common Stock at exercise prices ranging from $0.01 to $5.00 per share (and a weighted average exercise price of approximately $0.60 per share). We also had outstanding but unexercisable and unvested options to purchase a total of 4,394,998 shares of our Common Stock at exercise prices ranging from $0.50 to $1.36 per share. Some of the exercise prices are below the current market price of our Common Stock, which has ranged from a low of $0.36 to a high of $0.46 over the 20 trading days ending September 30, 2002. If holders choose to exercise such warrants and options at prices below the prevailing market price for the Common Stock, the resulting purchase of a substantial number of shares of our Common Stock would have a dilutive effect on our stockholders and could adversely affect the market price of our issued and outstanding Common Stock and convertible securities. In addition, holders of these options and warrants who have the right to require registration of the Common Stock under certain circumstances and who elect to require such registration, or who exercise their options or warrants and then satisfy the one-year holding period and other requirements of Rule 144 of the Securities Act, will be able to sell in the public market some or all of their shares of Common Stock purchased upon such exercise.

Preferred Stock. As of September 30, 2002, we had outstanding a total of 893 shares of Series A 10% Convertible Preferred Stock, with an additional 238 shares of such preferred stock representing accrued dividends, and 1,591 shares of Series B 8% Convertible Preferred Stock (collectively, the "Preferred Stock"). The shares of Series A 10% Convertible Preferred Stock are subject to exchange and conversion privileges upon the occurrence of major events, including a public offering of our securities or a merger of our subsidiary with a public company. The shares of Series B 8% Convertible Preferred Stock are entitled to convert their shares at any time after September 3, 2002. In addition, the holders of the Series A and B Preferred Stock are entitled to convert their preferred shares into shares of Common Stock at a conversion price of $0.41 and $0.50 per share of Common Stock, respectively, subject to certain adjustments. The conversion of the Preferred Stock could have a dilutive effect on our stockholders and could adversely affect the market price of our issued and outstanding Common Stock and convertible securities. The holders of the Series A 10% Convertible Preferred Stock have registration rights at such time, if any, as we undertake a registered public offering of securities. The holders of the Series B 8% Convertible Preferred Stock became entitled to registration of the shares of Common Stock underlying their shares of Series B Preferred Stock as of September 3, 2002, the date on which the shares of Series B Preferred Stock first became convertible. Even without such registration, holders of the Preferred Stock who satisfy the requirements of Rule 144 of the Securities Act will be able to sell in the public market shares of Common Stock acquired upon the conversion of Preferred Stock.

In addition, future sales of our Common Stock, including shares issued upon the exercise of outstanding options and warrants or other derivative transactions with respect to our stock, could have a significant negative effect

on the market price of our Common Stock. These sales might make it more difficult for us to sell equity securities or equity-linked securities in the future at a time and price that we would deem appropriate.

IF THE PRICE OF OUR SHARES REMAINS LOW OR OUR FINANCIAL CONDITION CONTINUES TO DETERIORATE, WE MAY BE DELISTED BY THE AMERICAN STOCK EXCHANGE AND BECOME SUBJECT TO SPECIAL RULES APPLICABLE TO LOW PRICED STOCKS.

Our Common Stock currently trades on The American Stock Exchange (Amex). The Amex, as a matter of policy, will consider the suspension of trading in, or removal from listing of, any stock when, in the opinion of the Amex, (i) the financial condition and/or operating results of an issuer appear to be unsatisfactory; (ii) it appears that the extent of public distribution or the aggregate market value of the stock has become so reduced as to make further dealings on the Amex inadvisable; (iii) the issuer has sold or otherwise disposed of its principal operating assets; or (iv) the issuer has sustained losses which are so substantial in relation to its overall operations or its existing financial condition has become so impaired that it appears questionable, in the opinion of the Amex, whether the issuer will be able to continue operations and/or meet its obligations as they mature. For example, the Amex will consider suspending dealings in or delisting the stock of an issuer if the issuer has sustained losses from continuing operations and/or net losses in its five most recent fiscal years, or if its auditors issue an audit opinion qualified on a "going concern basis or for other reasons. Another instance where the Amex would consider suspension or delisting of a stock is if the stock has been selling for a substantial period of time at a low price per share and the issuer fails to effect a reverse split of such stock within a reasonable time after being notified that the Amex deems such action to be appropriate. Stegman & Co., our auditors have issued a "going concern" opinion concerning our financial statements as of and for the year ended September 30, 2002. We have sustained net losses for our last five fiscal years (and beyond) and our Common Stock has been trading at relatively low prices. Therefore, our Common Stock could be at risk for delisting by the Amex.

Upon any such delisting, the Common Stock would become subject to the penny stock rules of the SEC, which generally are applicable to equity securities with a price of less than $5.00 per share (other than securities registered on certain national securities exchanges or quoted on the Nasdaq system, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system). The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document prepared by the SEC that provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with bid and ask quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. In addition, the penny stock rules require that, prior to a transaction in a penny stock that is not otherwise exempt from such rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements are likely to have a material and adverse effect on price and the level of trading activity in the secondary market for a stock that becomes subject to the penny stock rules. If our Common Stock were to become subject to the penny stock rules it is likely that the price of the Common Stock would decline and that our stockholders would find it more difficult to sell their shares.

OUR STOCK IS THINLY TRADED. THEREFORE INVESTORS MAY FIND IT DIFFICULT TO SELL THEIR SHARES.

While our Common Stock is listed on The American Stock Exchange, the volume of trading historically has been relatively light. Further, there can be no assurance that the market in our shares will be sustained in the future. Therefore, there can be no assurances that stockholders will be able to sell their shares at the time or price that they desire or at all or that stockholders will be able to achieve liquidity as desired.

OUR STOCK PRICE COULD BE VOLATILE.

Market prices for our Common Stock and the securities of other medical, high technology companies have been volatile. Factors such as announcements of technological innovations or new products by us or by our competitors, government regulatory action, litigation, patent or proprietary rights developments and market conditions for medical and high technology stocks in general can have a significant impact on the market for our Common Stock.

ANTI-TAKEOVER PROVISIONS IN OUR CHARTER DOCUMENTS AND DELAWARE LAW COULD PREVENT OR DELAY A CHANGE IN CONTROL.

Our Certificate of Incorporation and Bylaws may discourage, delay or prevent a merger or acquisition that a stockholder may consider favorable by authorizing the issuance of "blank check" preferred stock. In addition, our classified Board of Directors may discourage such transactions by increasing the amount of time necessary to obtain majority representation on the Board. Certain

other provisions of our Bylaws and of Delaware law may also discourage, delay or prevent a third party from acquiring or merging with us, even if such action were beneficial to some, or even a majority, of our stockholders. We also have adopted a stockholder rights plan and declared a dividend distribution of one right for each outstanding share of Common Stock to stockholders of record as of August 6, 2002. When it becomes exercisable, each right entitles the registered holder to purchase from Celsion one ten-thousandth of a share of Series C Junior Participating Preferred Stock, par value $0.01 per share, or Series C Preferred Stock, at a price of $4.46 per one ten-thousandth (1/10,000) of a share of Series C Preferred Stock, subject to adjustment. Under certain circumstances, if a person or group acquires 15% or more of our outstanding Common Stock, holders of the rights (other than the person or group triggering their exercise) will be able to purchase, in exchange for the $4.46 exercise price, shares of our Common Stock or of any company into which we are merged having a value of $8.92. The rights expire on August 15, 2012, unless earlier redeemed by our Board of Directors. Because the rights may substantially dilute the stock ownership of a person or group attempting to take us over without the approval of our Board of Directors, our rights plan also could make it more difficult for a third party to acquire us (or a significant percentage of our outstanding capital stock) without first negotiating with our Board of Directors regarding such acquisition.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We do not currently hold any derivative instruments and do not engage in hedging activities and currently do not enter into any transactions denominated in a foreign currency. Thus, our exposure to interest rate and foreign exchange fluctuations is minimal.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA AND FINANCIAL DISCLOSURE

The financial statements, supplementary data and report of independent public accountants are filed as part of this report on pages F-1 through F-14.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS

The information required by this item is incorporated by reference to the information set forth under the captions "Directors and Executive Officers" and "Compliance with Section 16(a) of the Securities Exchange At of 1934, as Amended" in Celsion's Definitive Proxy Statement in connection with the Annual Meeting of Stockholders to be held on February 18, 2003, which has been, or will be, filed with the Securities and Exchange Commission within 120 days after the end of our fiscal year ended September 30, 2002.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated herein by reference to the information set forth under the caption "Executive Compensation" in Celsion's Definitive Proxy Statement in connection with the Annual Meeting of Stockholders to be held on February 18, 2003, which has been, or will be, filed with the Securities and Exchange Commission within 120 days after the end of our fiscal year ended September 30, 2002.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Equity Compensation Plan Information

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	7,952,125(1)	$0.71	2,439,375
Equity compensation plans not approved by security holders	12,381,601	$0.58	-- (2)
Total	20,333,726	$0.63	2,439,375(2)

(1) Includes both vested and unvested options to purchase Common Stock issued to employees, officers, directors and outside consultants under the Company's 2001 Stock Option Plan (the "Plan"). Certain of these options to purchase Common Stock were issued under the Plan in connection with employment agreements. An aggregate of 391,500 of these options were issued pursuant to the Company's previous stock option plan.

(2) Certain of the securities exercisable to purchase Common Stock set forth in column (a) of this row have price protection or antidilution rights that entitle the holder to reduce the exercise price of such securities if the Company issues additional stock, options, warrants or other convertible securities below the exercise price of the subject securities.

Certain of the information required by this item is incorporated herein by reference to the information set forth under the caption "Security Ownership of Certain Beneficial Owners and Management" in Celsion's Definitive Proxy Statement in connection with the Annual Meeting of Stockholders to be held on February 18, 2003, which has been, or will be, filed with the Securities and Exchange Commission within 120 days after the end of the our fiscal year ended September 30, 2002.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this item is incorporated herein by reference to the information set forth under the caption "Certain Transactions" in Celsion's Definitive Proxy Statement in connection with the Annual Meeting of Stockholders to be held on February 18, 2003, which has been, or will be, filed with the Securities and Exchange Commission within 120 days after the end of our fiscal year ended September 30, 2002.

ITEM 14. CONTROLS AND PROCEDURES

Our Chief Executive Officer and Chief Financial Officer have evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-14(c) and 15d-14(c) under the Securities Exchange Act of 1934) as of an evaluation date within 90 days prior to the filing date of this Annual Report on Form 10-K. Based on this evaluation, they have concluded that, as of the evaluation date, our disclosure controls and procedures are effective to ensure that information required to be disclosed in reports that Celsion files or submits under the Exchange Act is recorded, processed, summarized and reported in a timely manner. Since the evaluation date referred to above, there have not been any significant changes in our internal controls or in other factors that could significantly affect such controls.

ITEM 15. EXHIBITS, FINANCIAL STATEMENTS, SCHEDULES AND REPORTS ON FORM 8-K

(a)

1. FINANCIAL STATEMENTS

The following is a list of the financial statements of Celsion Corporation filed with this Annual Report on Form 10-K, together with the report

of our independent public accountants.

2. FINANCIAL STATEMENT SCHEDULES

No schedules are provided because of the absence of conditions under which they are required.

3. EXHIBITS

The following documents are included as exhibits to this report:

EXHIBIT NO.	DESCRIPTION
3.1.1+	Certificate of Incorporation of Celsion (the "Company"), as Amended.
3.1.2	Certificate of Designations regarding the Series A 10% Preferred Stock of the Company, incorporated herein by reference to Exhibit 3.1.2 to the Annual Report on Form 10-K of the Company for the Year Ended September 30, 2001.
3.1.3	Certificate of Ownership and Merger of Celsion Corporation (a Maryland Corporation) into Celsion (Delaware) Corporation (inter alia, changing the Company's name to "Celsion Corporation" from "Celsion (Delaware) Corporation), incorporated herein by reference to Exhibit 3.1.3 to the Annual Report on Form 10-K of the Company for the Year Ended September 30, 2000.
3.1.4	Certificate of the Designations, Powers, Preferences and Rights of the Series B 8% Convertible Preferred Stock of Celsion Corporation, incorporated herein by reference to Exhibit 4.3 to the Form S-3 Registration Statement (File No. 333-100638) filed October 18, 2002.
3.1.5	Certificate of Designations of Series C Junior Participating Preferred Stock of Celsion Corporation, incorporated herein by reference to Exhibit 4.4 to the Form S-3 Registration Statement (File No. 333-100638) filed October 18, 2002.
3.2	By-laws of the Company, as amended, incorporated herein by reference to Exhibit 3.2 to the Quarterly Report on Form 10-Q of the Company for the Quarter Ended June 30, 2001.
4.1	Form of Common Stock Certificate, par value $0.01, incorporated herein by reference to Exhibit 4.1 to the Annual Report on Form 10-K of the Company for the Year Ended September 30, 2001.
4.2	Celsion Corporation and American Stock Transfer & Trust Company Rights Agreement dated as of August 15, 2002, incorporated by reference to Exhibit 99.1 to the Current Report on Form 8-K filed August 21, 2002.
10.1	Patent License Agreement between the Company and Massachusetts Institute of Technology dated June 1 1996, incorporated herein by reference to Exhibit 10.1 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1996 (Confidential Treatment Requested).
10.2	License Agreement between the Company and MMTC, Inc. dated August 23, 1996, incorporated herein by reference to Exhibit 10.2 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1996 (Confidential Treatment Requested).
10.3	Patent License Agreement between the Company and Massachusetts Institute of Technology dated October 17, 1997, incorporated herein by reference to Exhibit 10.7 to the Annual Report on Form 10-K (amended) of the Company for the year ended September 30, 1998. (Confidential Treatment Requested).
10.4	Amendment dated November 25, 1997 to the License Agreement between the Company and MMTC, Inc. dated August 23, 1996,

incorporated herein by reference to Exhibit 10.8 to the Annual Report on Form 10-K (amended) of the Company for the year ended September 30, 1998. (Confidential Treatment Requested).

10.5 Patent License Agreement between the Company and Duke University dated November 10, 1999, incorporated herein by reference to Exhibit 10.9 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1999 (Confidential Treatment Requested).

10.6 Amendment dated March 23, 1999 to the License Agreement between the Company and MMTC, Inc. dated August 23, 1996, incorporated herein by reference to Exhibit 10.10 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1999. (Confidential Treatment Requested).

10.7 * Celsion Corporation 2001 Stock Option Plan. Incorporated herein by reference to Exhibit 10.23 to the Annual Report on Form 10-K of the Company for the year ended September 30, 2001.

10.8 * Form of Series 200 Warrant issued to certain employees, directors and consultants to Purchase Common Stock of the Company, Incorporated herein by reference to Exhibit 10.11 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1998.

10.9 Form of Series 250 Warrant issued to DunnHughes Holding, Inc. to Purchase Common Stock of the Company, incorporated herein by reference to Exhibit 10.12 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1998.

10.10 Form of Series 300 Warrant issued to Nace Resources, Inc. to purchase Common Stock of the Company, incorporated herein by reference to Exhibit 10.13 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1998.

10.11 Form of Series 400 Settlement Warrant issued to Stearns Management Company, incorporated herein by reference to Exhibit 4.7 to the Registration Statement of Form S-3 of the Company (File No. 333-82450) filed February 8, 2002.

10.12 Form of Series 500 Warrant to Purchase Common Stock of the Company pursuant to the Private Placement Memorandum dated January 6, 1997, as amended, incorporated herein by reference to Exhibit 10.15 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1998.

10.13 Intentionally omitted.

10.14 * Form of Series 600 Warrant issued to Certain Employees and Directors on May 16, 1996 to Purchase Common Stock of the Company, incorporated herein by reference to Exhibit 10.17 to the Annual Report on Form 10-K of the Company for the year ended September 30, 1998.

10.15 License Agreement between the Company and Sloan-Kettering Institute for Cancer Research dated May 19, 2000, incorporated herein by reference to Exhibit 10.18 to the Annual Report on Form 10-K of the Company for the year ended September 30, 2000.

10.16 * Employment Agreement between the Company and Anthony P. Deasey dated November 27, 2000, incorporated herein by reference to Exhibit 10.1 to the Quarterly Report on Form 10-K of the Company for the quarter ended June 30, 2001.

10.17+ * Amended and Restated Executive Employment Agreement between the Company and Augustine Y. Cheung, effective January 1, 2000.

10.18+ * Amended and Restated Executive Employment Agreement between the Company and John Mon, effective June 8, 2000.

10.19+ * Amended and Restated Executive Employment Agreement between the Company and Dennis Smith, dated effective May 19, 2000.

10.20 Option Agreement between the Company and Duke University dated August 8, 2000, incorporated herein by reference to Exhibit 10.23 to the Annual Report on Form 10-K of the Company for the year ended September 30, 2000.

10.21 * Employment Agreement between the Company and Daniel S. Reale dated April 9, 2001, incorporated herein by reference to the Annual Report on Form 10-K of the Company for the year ended September 30, 2001.

10.22 Service Agreement between the British Columbia Cancer Agency, Division of Medical Oncology, Investigational Drug Section, Propharma Pharmaceutical Clean Room and the Company dated September 20, 2000, incorporated herein by reference to Exhibit 10.24 to the Annual Report on Form 10-K of the

Company for the year ended September 30, 2000 (Confidential Treatment Requested).

10.23 Form of Warrant to Purchase Common Stock of the Company pursuant to the Private Placement Memorandum dated October 11, 2001, incorporated herein by reference to Exhibit 10.23 to the Annual Report on Form 10-K of the Company for the year ended September 30, 2001.

10.24	*	Advisory Agreement between the Company and Dr. Kris Venkat dated August 1, 2001, incorporated herein by reference to Exhibit 10.24 to the Annual Report on Form 10-K of the Company for the Year Ended September 30, 2001.
10.25+		Amendment dated May 23, 2002 to the Patent License Agreement between the Company and Massachusetts Institute of Technology dated October 17, 1997. (Confidential Treatment Requested).
10.26+		Amendment dated September 17, 2002 to the License Agreement between the Company and MMTC, Inc. dated August 23, 1996.
10.27+	*	Employment Agreement between the Company and William W. Gannon, Jr. dated January 15, 2002.
10.28		Form of Warrant to Purchase Common Stock Units of the Company issued to Placement Agents pursuant to the Private Placement Memorandum dated October 18, 2001, incorporated herein by reference to Exhibit 4.4 to the Registration Statement on Form S-3 of the Company (File No. 333-82450) filed February 8, 2002.
10.29		Form of Warrant to Purchase Common Stock of the Company pursuant to private placement by the Company which closed on June 3, 2002, incorporated herein by reference to Exhibit 4.6 to the Form S-3 Registration Statement of the Company (File No. 333-100638) filed October 18, 2002.
10.30+		Letter dated May 8, 2002, from Legg Mason Wood Walker, Incorporated ("Legg Mason") to the Company regarding retention of Legg Mason as financial advisor.
10.31		Letter Agreement with Goldpac Investment Partners dated October 17, 2001, incorporated herein by reference to Exhibit 4.5 to the Form S-3 Registration Statement (File No. 333-82450) filed February 8, 2002.
10.32		Letter Agreement with Equity Communications, dated November 5, 2001, incorporated herein by reference to Exhibit 4.6 to the Form S-3 Registration Statement (File No. 333-82450) filed February 8, 2002.
23.1+		Consent of Stegman & Company, independent public accountants of the Company.
99.1+		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.
99.2+		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.

+ Filed herewith.
*Management contract or compensatory plan, contract or arrangement.

(b) REPORTS ON FORM 8-K.

Celsion filed a report on Form 8-K on August 21, 2002 disclosing the adoption of its stockholder rights plan and declaration of a dividend distribution related to such plan.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused its annual report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

CELSION CORPORATION

December 27, 2002

By: /s/ Augustine Y. Cheung
Augustine Y. Cheung
President and
Chief Executive Officer
(Principal Executive Officer)

By: /s/ Anthony P. Deasey
Anthony P. Deasey
Chief Financial Officer
(Principal Financial and
Accounting Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

SIGNATURE	TITLE	DATE
s/ Augustine Y. Cheung Augustine Y. Cheung	Director, President and Chief Executive Officer (Principal Executive Officer)	December 27, 2002
/s/ Anthony P. Deasey Anthony P. Deasey	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	December 27, 2002
/s/ John Mon John Mon	Vice President, Director, Secretary, and Vice President of New Business Development	December 27, 2002
/s/ Max E. Link Max E. Link	Chairman of the Board	December 27, 2002
/s/ Kris Venkat Kris Venkat	Director	December 27, 2002
/s/ Claude Tihon Claude Tihon	Director	December 27, 2002

CERTIFICATIONS

I, Augustine Y. Cheung, certify that:

1. I have reviewed this annual report on Form 10-K of Celsion Corporation;

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

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

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14, for the registrant and have:

a. Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b. Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

c. Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

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

a. All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: December 27, 2002

By: /s/ Augustine Y. Cheung

Augustine Y. Cheung
President and Chief Executive Officer

I, Anthony P. Deasey, certify that:

1. I have reviewed this annual report on Form 10-K of Celsion Corporation;

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

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

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14, for the registrant and have:

a. Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

b. Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

c. Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

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

a. All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: December 27, 2002

By: /s/ Anthony P. Deasey

Anthony P. Deasey
Executive Vice President -
Finance and Administration
and Chief Financial Officer

CELSION CORPORATION

REPORT ON AUDITS OF FINANCIAL STATEMENTS

FOR THE YEARS ENDED SEPTEMBER 30, 2002, 2001 AND 2000

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INDEPENDENT AUDITORS' REPORT

The Board of Directors and Stockholders
Celsion Corporation
Columbia, Maryland

We have audited the accompanying balance sheets of Celsion Corporation (the "Company") as of September 30, 2002 and 2001, and the related statements of operations, changes in stockholders' equity, and cash flows for each of the three years in the period ended September 30, 2002. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Celsion Corporation as of September 30, 2002 and 2001, and the results of its operations and its cash flows for each of the three years in the period ended September 30, 2002 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in the notes to the financial statements the Company has, since inception, incurred substantial operating losses and at September 30, 2002 had an accumulated a deficit of $44 million. The Company's future prospects depend upon its ability to obtain necessary approvals and demonstrate commercial viability of its products which raises substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/Stegman & Company

Baltimore, Maryland
November 18, 2002

CELSION CORPORATION
BALANCE SHEETS
SEPTEMBER 30, 2002 AND 2001

ASSETS

	2002	2001
CURRENT ASSETS:		
Cash	$ 928,819	$2,510,136
Accounts receivable - trade	--	1,205
Other receivables	84,493	--
Inventories	449,608	--
Prepaid expenses	47,255	--
Other current assets	--	150,000
Total current assets	1,510,175	2,661,341
PROPERTY AND EQUIPMENT - at cost:		
Furniture and office equipment	311,481	229,643
Laboratory and shop equipment	89,354	87,193
	400,835	316,836
Less accumulated depreciation	190,658	127,556
Net value of property and equipment	210,177	189,280
OTHER ASSETS:		
Deposits23,622	29,537	
Prepaid inventory development costs	486,602	--
Patent licenses (net of accumulated amortization of $129,077 and $113,247 in 2002 and 2001, respectively)	60,873	76,703
Total other assets	571,097	106,240
TOTAL ASSETS	$2,291,449	$2,956,861

See accompanying notes.

LIABILITIES AND STOCKHOLDERS' EQUITY

	2002	2001
CURRENT LIABILITIES:		
Accounts payable - trade	$ 494,650	$ 145,520
Other accrued liabilities	280,309	126,921
Total current liabilities	774,959	272,441
LONG-TERM LIABILITIES - Security deposit	--	15,203
Total liabilities	774,959	287,644
STOCKHOLDERS' EQUITY:		
Common stock - $.01 par value; 150,000,000 shares authorized, 92,417,556 and 76,876,761 shares issued and outstanding for 2002 and 2001, respectively	924,176	768,768
Series A 10% Convertible Preferred Stock, $1,000 par value, 7,000 shares authorized, 1,131 and 1,099 shares issued and outstanding for 2002 and 2001, respectively	1,130,500	1,099,584
Series B 8% Convertible Preferred Stock, $1,000 par value; 5,000 shares authorized, 1,591 and zero shares issued and outstanding for 2002 and 2001, respectively	1,396,285	--
Additional paid-in capital	41,885,610	34,729,646
Accumulated deficit	(43,820,081)	(33,928,781)
Total stockholders' equity	1,516,490	2,669,217
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 2,291,449	$ 2,956,861

See accompanying notes.

CELSION CORPORATION

STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED SEPTEMBER 30, 2002, 2001 AND 2000

	2002	2001	2000
REVENUES:			
Equipment sales and parts	$ --	$ --	$ 3,420
Returns and allowances	--	--	--
Total revenues	--	--	3,420
COST OF SALES	--	--	246
GROSS PROFIT	--	--	3,174
OPERATING EXPENSES:			
Selling, general and administrative	4,833,005	3,211,625	2,662,623
Research and development	5,004,687	4,075,249	2,238,292
Total operating expenses	(9,837,692)	(7,286,874)	(4,900,915)
INTEREST INCOME	48,321	318,038	350,526
RENTAL INCOME	38,289	45,609	--
NET LOSS	(9,751,082)	(6,923,227)	(4,547,215)
BENEFICIAL CONVERSION FEATURE AND DIVIDENDS ON PREFERRED STOCK	(391,888)	(234,513)	(323,500)
NET LOSS ATTRIBUTABLE TO COMMON STOCKHOLDERS	$(10,142,970)	$ (7,157,740)	$ (4,870,715)
BASIC AND DILUTED NET LOSS PER COMMON SHARE	$ (.12)	$ (0.10)	$ (0.08)
BASIC AND DILUTED WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	87,257,672	72,249,920	59,406,921

See accompanying notes.

CELSION CORPORATION

STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED SEPTEMBER 30, 2002, 2001 AND 2000

	Common Stock		Series A 10% Convertible Preferred Stock	
	Shares	Amount	Shares	Amount
Balances at October 1, 1999	53,370,498	$ 533,705	--	$ --
Sale of common stock	10,248,544	102,485	--	--
Issuance of warrants/options and common stock for payment of indebtedness and expenses	753,025	7,531	--	--
Issuance of shares of Series A 10% convertible, preferred stock (net of issuance costs)	--	--	4,853	4,852,500
Preferred stock dividend	--	--	323	323,500
Net loss	--	--	--	--
Balances at September 30, 2000	64,372,067	643,721	5,176	5,176,000
Sale of common stock	510,000	5,100	--	--
Issuance of warrants/options and common stock for payment of expenses	319,174	3,192	--	--
Conversion of shares of Series A 10% convertible, preferred stock plus accrued dividends	10,514,763	105,148	(4,311)	(4,311,053)
Exercise of common stock warrants and options	1,160,757	11,607	--	--
Preferred stock dividend	--	--	234	234,637
Stock compensation	--	--	--	--
Net loss	--	--	--	--
Balances at September 30, 2001	76,876,761	768,768	1,099	1,099,584
Sale of preferred and common stock	12,500,000	125,000	--	--
Issuance of warrants/options and common stock for payment of expenses	507,709	5,077	--	--
Conversion of shares of Series A 10% convertible, preferred stock plus accrued dividends	143,836	1,438	(58)	(58,972)
Conversion of shares of Series B 8% convertible, preferred stock plus accrued dividends	918,000	9,180	--	--
Exercise of common stock warrants and options	1,471,250	14,713	--	--
Preferred stock dividend	--	--	90	89,888
Beneficial conversion	--	--	--	--
Stock compensation	--	--	--	--
Net loss	--	--	--	--
Balances at September 30, 2002	92,417,556	$ 924,176	1,131	$ 1,130,500

See accompanying notes.

Series B 8% Convertible Preferred Stock		Additional Paid-in	Accumulated	
Shares	Amount	Capital	Deficit	Total
--	$ --	$ 22,403,622	$(21,900,202)	$ 1,037,125
--	--	7,122,893	--	7,225,378
--	--	771,965	--	779,496
--	--	(620,855)	--	4,231,645
--	--	--	(323,500)	--
--	--	--	(4,547,215)	(4,547,215)
--	--	29,677,625	(26,770,917)	8,726,429
--	--	147,400	--	152,500
--	--	337,690	--	340,882
--	--	4,205,905	--	--
--	--	(11,607)	--	--
--	--	--	(234,637)	--
--	--	372,633	--	372,633
--	--	--	(6,923,227)	(6,923,227)
--	--	34,729,646	(33,928,781)	2,669,217
2,000	2,000,000	5,454,532	--	7,579,532
--	--	705,048	--	710,125
--	--	57,534	--	--
(459)	(402,375)	393,195	--	--
--	--	34,814	--	49,527
50	50,330	--	(140,218)	--
--	(251,670)	251,670	--	--
--	--	259,171	--	259,171
--	--	--	(9,751,082)	(9,751,082)
1,591	$ 1,396,285	$ 41,885,610	$(43,820,081)	$ 1,516,490

See accompanying notes.

CELSION CORPORATION

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2002, 2001 AND 2000

	2002	2001	2000
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (9,751,082)	$ (6,923,227)	$ (4,547,215)
Noncash items included in net loss:			
Depreciation and amortization	82,437	68,845	39,478
Inventory valuation	--	13,538	17,000
Stock option compensation	259,172	372,633	--
Warrants issued for legal settlement	476,724	--	--
Common stock issued for operating expenses	233,401	340,758	542,745
Loss from disposal of property and equipment	1,825	--	--
Net changes in:			
Accounts receivable and other receivables	(83,288)	1,102	(495)
Inventories	(449,608)	--	(8,479)
Accrued interest receivable - related parties	--	7,751	(7,751)
Prepaid expenses	(47,255)	14,832	197,103
Other current assets	150,000	(115,644)	4,847
Investment in prepaid inventory development costs	(486,602)	--	--
Accounts payable and accrued interest payable	349,130	(70,324)	(73,370)
Accrued compensation	--	--	(91,009)
Other accrued liabilities	153,388	66,275	60,681
Net cash used in operating activities	(9,111,758)	(6,223,461)	(3,866,465)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Decrease (increase) in deposits	5,915	(21,952)	--
(Decrease) increase in security deposit liability	(15,203)	15,203	--
Purchase of property and equipment	(89,329)	(117,572)	(122,108)
Net cash used in investing activities	(98,617)	(124,321)	(122,108)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Payment on notes payable - other	--	(114,778)	--
Payment on capital lease obligation	--	--	(5,719)
Proceeds of stock issuances	7,629,058	152,500	11,457,024
Net cash provided by financing activities	7,629,058	37,722	11,451,305
NET (DECREASE) INCREASE IN CASH	(1,581,317)	(6,310,060)	7,462,732
CASH AT BEGINNING OF YEAR	2,510,136	8,820,196	1,357,464
CASH AT END OF YEAR	$ 928,819	$ 2,510,136	$ 8,820,196

See accompanying notes.

Celsion Corporation

Statements of Cash Flows (Continued)
For the Years Ended September 30, 2002, 2001 and 2000

	2002	2001	2000
Conversion of accounts payable, debt and accrued interest payable through issuance of common stock	$ --	$ --	$ 20,750
Prepaid expenses funded through issuance of common stock	$ --	$ --	$ 216,000
Cash paid during the year for interest	$ --	$ --	$ 1,290

See accompanying notes.

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Celsion Corporation ("Celsion" or the "Company"), a Delaware corporation, is a research and development company dedicated to the development of medical treatment systems primarily to treat breast cancer and a chronic prostate enlargement condition, common in older males, known as benign prostatic hyperplasia, or BPH, using minimally invasive focused heat technology. The Company is also working with Duke University on the development of heat-sensitive liposome compounds for use in the delivery of chemotherapy drugs to tumor sites, and with the Memorial Sloan-Kettering Cancer Center, or Sloan-Kettering on the development of heat-activated gene therapy compounds.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined using the average cost method.

Property and Equipment

Property and equipment is stated at cost. Depreciation is provided over the estimated useful lives of the related assets of three to seven years using the straight-line method. Major renewals and improvements are capitalized at cost and ordinary repairs and maintenance are charged against operations as incurred. Depreciation expense was $66,608, $53,016 and $23,648 for the years ended September 30, 2002, 2001 and 2000, respectively.

Prepaid Inventory Development Costs

The balance in prepaid development costs represents research/development costs paid to a vendor for the design and development of catheters which are to be used with the Company's BPH machines.

Patent Licenses

The Company has purchased several licenses to use the rights to patented technologies. Patent license costs are amortized straight-line over the remaining patent life.

Research and Development

Research and development costs are expensed as incurred. Equipment and facilities acquired for research and development activities which have alternative future uses are capitalized and charged to expense over their estimated useful lives.

Net Loss Per Common Share

Basic and diluted net loss per common share was computed by dividing net loss attributable to common stockholders by the weighted average number of shares of common stock outstanding during each period. The impact of common stock equivalents has been excluded from the computation of weighted average common shares outstanding, as the effect would be antidilutive.

Nonmonetary Transactions

Nonmonetary transactions are accounted for in accordance with Accounting Principles Board Opinion No. 29 "Accounting for Nonmonetary Transactions" which requires that the transfer or distribution of a nonmonetary asset or liability generally is based on the fair value of the asset or liability that is received or surrendered whichever is more clearly evident.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Financial Instruments

For most financial instruments, including cash, accounts payable and accruals, management believes that the carrying amount approximates fair value, as the majority of these instruments are short-term in nature.

2. FINANCIAL CONDITION

Since inception, the Company has incurred substantial operating losses, principally from expenses associated with the Company's research and development programs, the clinical trials conducted in connection with the Company's thermotherapy systems and applications for submission to the Food and Drug Administration. The Company believes these expenditures are essential for the commercialization of its technologies. As a result of these expenditures, as well as related general and administrative expenses the Company had an accumulated deficit of $44 million as of September 30, 2002. The Company expects such operating losses to continue in the near term and for the foreseeable future as it continues its product development efforts, and undertakes marketing and sales activities. The Company's ability to achieve profitability is dependent upon its ability to successfully obtain governmental approvals, produce, market and sell its new technology and integrate such technology into its thermotherapy systems. There can be no assurance that the Company will be able to commercialize its technology successfully or that profitability will ever be achieved. The operating results of the Company have fluctuated significantly in the past. The Company expects that its operating results will fluctuate significantly from quarter to quarter in the future and will depend on a number of factors, many of which are outside the Company's control.

The Company will need substantial additional funding in order to complete the development, testing and commercialization of its cancer treatment and BPH products and of potential new products. It is the Company's current intention both to increase the pace of development work on its present products and to make a significant commitment to thermo-sensitive liposome and gene therapy research and development projects. The increase in the scope of present development work and such new projects will require additional funding, at least until the Company is able to begin marketing its products.

If adequate funding is not available in the future, the Company may be required to delay, scale-back or eliminate certain aspects of its operations or to attempt to obtain funds through onerous arrangements with partners or others that may force the Company to relinquish rights to certain of its technologies, products or potential markets. Furthermore, if the Company cannot fund its ongoing development and other operating requirements, and particularly those associated with its obligation to conduct clinical trials under its licensing agreements, it will be in breach of its commitments under such licensing agreements and could therefore lose its license rights, with material adverse effects on the Company.

These factors among others may indicate that the Company will be unable to continue as a going concern for a reasonable period of time. The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern. The Company's continuation as a going concern is dependent upon its ability to generate sufficient cash flow to meet its obligations on a timely basis, to obtain additional financing as may be required, and ultimately to attain successful operations. Management is continuing its efforts to obtain additional funds so that the Company can meet its obligations and sustain operations from sources that are described in the notes to the financial statements.

3. INVENTORIES

Inventories are stated at the lower of cost or market and consist of the following:

	2002	2001
Materials	$373,786	$ --
Work-in-process	75,822	--
	$449,608	$ --

4. INCOME TAXES

A reconciliation of the Company's statutory tax rate to the effective rate for the years ended September 30 is as follows:

	2002	2001	2000
Federal statutory rate	34.0%	34.0%	34.0%
State taxes, net of federal tax benefit	4.6	4.6	4.6
Valuation allowance	(38.6)	(38.6)	(38.6)
	.0%	.0%	.0%

As of September 30, 2002, the Company had net operating loss carryforwards of approximately $37 million for federal income tax purposes that are available to offset future taxable income through the year 2021.

The components of the Company's deferred tax asset for the years ended September 30 is as follows:

	2002	2001
Net operating loss carryforwards	$14,300,000	$ 11,400,000
Valuation allowance	(14,300,000)	(11,400,000)
	$ --	$ --

The evaluation of the realizability of such deferred tax assets in future periods is made based upon a variety of factors for generating future taxable income, such as intent and ability to sell assets and historical and projected operating performance. At this time, the Company has established a valuation reserve for all of its deferred tax assets. Such tax assets are available to be recognized and benefit future periods.

5. RETIREMENT PLAN

The Company provides a SAR-SEP savings plan to which eligible employees may make pretax payroll contributions up to 15% of compensation. The Company does not make contributions to the plan.

6. PREFERRED STOCK

The Company has preferred stock known as Series A 10% convertible preferred stock. Holders of shares of preferred stock are entitled to receive, as and if declared by the Company's Board of Directors, dividends at the annual rate of 10% per share payable semi-annually on March 31 and September 30. Such dividends are payable in shares and fractional shares of preferred stock, valued for this purpose at the rate of $1,000 per share. There are 1,131 and 1,099 (including accrued dividends) shares of this stock issued and outstanding at September 30, 2002 and 2001, respectively.

The shares of Series A preferred stock are subject to exchange and conversion privileges upon the occurrence of major events, including a public offering of the Company's securities or the Company's merger into another public company. In addition, the holders of the Series A preferred stock are entitled to convert their preferred shares into shares of common stock at a conversion price of $0.41 per share of common stock, subject to certain adjustments.

There are outstanding warrants to purchase 36 shares of Series A preferred stock (convertible into an additional 87,805 shares of common stock) as of September 30, 2002.

During the year ended September 30, 2002 the Company issued 2,000 shares of Series B 8% convertible preferred stock on a private placement basis. Holders of shares of preferred stock are entitled to receive, as and if declared by the Company's Board of Directors, dividends at the annual rate of 8% per share payable semi-annually on June 30 and December 31. Such dividends are payable in shares and fractional shares of preferred stock, valued for this purpose at the rate of $1,000 per share. There are 1,591 and -0- (including accrued dividends) shares of this stock issued and outstanding at September 30, 2002 and 2001, respectively.

The shares of Series B preferred stock are subject to exchange and conversion privileges at any time after September 3, 2002 at a conversion price of $0.50 per share of common stock.

As of September 30, 2002, 1,591.33 (including accrued dividends) shares of Series B 8% preferred stock was outstanding.

7. STOCK OPTIONS AND WARRANTS

The Company has issued stock options and warrants to employees, directors, vendors and debt holders. Options and warrants are generally granted at market value at the date of the grant.

A summary of the Company's stock option and warrant activity and related information for the years ended September 30, 2002, 2001 and 2000 is as follows:

	Options/ Warrants Outstanding	Weighted Average Exercise Price
Outstanding at October 1, 1999	16,653,770	.59
Granted	1,125,214	.94
Exercised	(10,247,074)	.70
Expired/cancelled	--	--
Outstanding at September 30, 2000	7,531,910	.44
Granted	8,158,308	1.36
Exercised	(585,000)	.35
Expired/cancelled	--	--
Outstanding at September 30, 2001	15,105,218	.94
Granted	31,307,874	.52
Exercised	(1,471,250)	.03
Expired/cancelled	(10,258,049)	.91
Outstanding at September 30, 2002	34,683,793	.61

Following is additional information with respect to options and warrants outstanding at September 30, 2002:

	Exercise Price from $.01 to $.25	Exercise Price from $.41 to $.70	Exercise Price from $.71 to $1.50	Exercise Price from $1.50 to $5.00
Outstanding at September 30, 2002:				
Number of options/warrants	6,279,226	22,500,497	5,058,070	846,000
Weighted average exercise price	$ .06	$ .60	$ .94	$3.12
Weighted average remaining contractual life in years	3.72	5.01	6.36	3.44
Exercisable at September 30, 2002:				
Number of options/warrants	6,279,226	20,118,832	3,044,737	846,000
Weighted average exercise price	$ .06	$ .60	$1.01	$3.12

Option Repricing

On March 29, 2002, in order to provide meaningful continuing stock-based incentives for members of management, and in recognition of the decline in the market price of the Company's Common Stock, the Compensation Committee of the Board of Directors approved the cancellation of options to purchase a total of 3,625,000 shares of Common Stock held by certain key executives and issued new options to purchase a total of 3,150,000 shares, resulting in a net decrease of options to purchase 475,000 shares. The cancelled options had been issued to the Company's executives pursuant to their respective employment contracts at exercise prices in excess of the current market price of the Company's Common Stock. These options consisted of certain options vested at the time of cancellation, as well as options with vesting dates through April of 2003, and with expiration dates through April of 2011. The new options consist of currently vested compensatory options, bonus options, one-third of which are currently vested and the remainder of which vest on March 31, 2003 and 2004, and performance-based awards that vest, if at all, upon achievement, by the Company, of certain specified milestones, all of which expire in May of 2012. All of the new options were issued pursuant to the Company's 2001 Stock Option Plan, at exercise prices at or in excess of the market price for the common stock on the date of grant. The Company will account for the repriced options using variable accounting under FASB Interpretation No. 44, Accounting for Certain Transactions Involving Stock Compensation-An Interpretation of APB Opinion No. 25. Consequently, during each reporting period the Company will record compensation expense relating to the vested portion of the repriced options to the extent that the fair market value of the Company's Common Stock exceeds the exercise price of such options. During the year ended September 30, 2002 the Company did not record any compensation expense of this kind.

During the year ended September 30, 2002, the Company entered into agreements with consultants in which the consultants received stock options in exchange for services. The fair value of these options was estimated at the date of the grant using a Black-Scholes option pricing model with the following weighted average assumptions: risk-free interest rate of 5.0%, expected volatility of 50%; expected option life 5 years from vesting and an expected dividend yield of 0%. As a result of these agreements expense of $259,171 was recognized in the year ended September 30, 2002.

The Company has adopted the disclosure-only provisions of Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation (SFAS No. 123), but applies Accounting Principles Board Opinion No. 25 and related interpretations. No compensation expense related to the granting of stock options to employees or directors was recorded during the three years ended September 30, 2002. The fair value of these equity awards was estimated at the date of grant using a Black-Scholes option pricing model with the following weighted average assumptions for 2002, 2001 and 2000: risk-free interest rate of 5.27%, 4.77% and 6.54% for 2002, 2001 and 2000, respectively; expected volatility of 78%; expected option life of 3 to 5 years from vesting and an expected dividend yield of 0%. If the Company had elected to recognize expense based on the fair value at the grant dates consistent with the method prescribed

by SFAS No. 123, net loss and loss per share would have been changed to the pro forma amounts as follows:

	Year Ended September 30, 2002	2001	2000
Net loss attributable to common stockholders	$(11,123,932)	$(7,834,189)	$(5,356,215)
Net loss per common share - basic	(.13)	(.11)	(.09)

8. LICENSE AGREEMENTS AND PROPRIETARY RIGHTS

The Company does not own any patents but has three United States patents pending, two of which have been filed internationally. Two of the three pending United States patent applications are directed to the BPH treatment system with the third directed to our breast cancer treatment.

Through the Company's license agreements with Massachusetts Institute of Technology ("MIT") MMTC, Inc., Duke University ("Duke") and Sloan-Kettering, the Company has exclusive rights, within defined fields of use of nine United States patents. Three of these patents relate to the treatment of BPH, four relate to thermotherapy for cancer, one relates to heat-sensitive liposomes and one relates to gene therapy.

The MIT, MMTC, Duke and Sloan-Kettering license agreements each contains license fee, royalty and/or research support provisions, testing and regulatory milestones, and other performance requirements that the Company must meet by certain deadlines with respect to the use of the licensed technologies. In conjunction with the patent holders, the Company intends to file international applications for certain of the United States patents.

In 1996, the Company entered into a patent license agreement with MIT, pursuant to which the Company obtained exclusive rights to use of MIT's patented APA technology in conjunction with application of heat to breast tumor conditions, the application of heat to prostate conditions and all other medical uses. MIT has retained certain rights in the licensed technology for non-commercial research purposes. MIT's technology has been patented in the United States and MIT has patents pending for its technology in China and Europe. The term of the Company's exclusive rights under the MIT license agreement expires on the earlier of ten years after the first commercial sale of a product using the licensed technology or October 24, 2009, but the rights continue on a non-exclusive basis for the life of the MIT patents.

The Company entered into a license agreement with MMTC in 1996, for exclusive worldwide rights to MMTC's patents related to its balloon compression technology for the treatment of prostatic disease in humans. The exclusive rights under the MMTC license agreements extend for the life of MMTC's patents. MMTC currently has patents in the United States and Canada. The terms of these patents expire at various times from April 2008 to November 2014. In addition, MMTC also has patent applications pending in Japan and Europe.

On November 10, 1999, the Company entered into a license agreement with Duke under which the Company received exclusive rights (subject to certain exceptions) to commercialize and use Duke's thermo-liposome technology. The license agreement contains annual royalty and minimum payment provisions and also requires milestone-based royalty payments measured by various events, including product development stages, FDA applications and approvals, foreign marketing approvals and achievement of significant sales. However, in lieu of such milestone-based cash payments, Duke has agreed to accept shares of the Company common stock to be issued in installments at the time each milestone payment is due, with each installment of shares to be calculated at the average closing price of the common stock during the 20 trading days prior to issuance. The total number of shares issuable to Duke under these provisions is subject to adjustment in certain cases, and Duke has "piggyback" registration rights for public offerings taking place more than one year after the effective date of the license agreement.

The rights under the license agreement with Duke extend for the longer of 20 years or the end of any term for which any relevant patents are issued by the United States Patent and Trademark Office. Currently, the Company has rights to Duke's patent for its thermo-liposome technology in the United States, which expires in 2018, and to future patents received by Duke in Canada, Europe, Japan and Australia, where it has patent applications pending.

The Company entered into a license agreement with Sloan-Kettering in 2000 by which we obtained exclusive rights to Sloan-Kettering's United States patent and to patents that Sloan-Kettering may receive in the future for its heat-sensitive gene therapy in Japan, Canada and Europe, where it has patent applications pending. Rights under the agreement with Sloan-Kettering will terminate at the later of 20 years after the date of the agreement or the last expiration date of any patent rights covered by the agreement.

9. LITIGATION SETTLEMENT

During the year ended September 30, 2002, the Company settled litigation with a former director and a related investment group (the "Group") related to the issuance of common stock warrants. In settlement of this litigation the Company agreed to pay the lesser of certain legal costs or $265,000 and to adjust the exercise price of 6,325,821 warrants originally issued to the Group. Expense related to this settlement totaled $741,724 and is included in selling, general and administrative expenses for the year ended September 30, 2002.

10. COMMITMENTS AND CONTINGENCIES

Lease Commitments

The Company has entered into a lease for their facilities located in Columbia, Maryland. Future minimum lease obligations are as follows:

2003	$ 302,779
2004	311,789
2005	239,018
Thereafter	--

Rent expense for the years ended September 30, 2002, 2001 and 2000 was $359,206, $227,961 and $70,848, respectively.

Rental Income

In July 2001, the Company began subleasing some of its office/warehouse space to an unrelated party. The Company rented this space for three months in each of the years ended September 30, 2002 and 2001, generating $38,289 and $45,609, respectively. The sublease ended January 1, 2002 and since that time no other sublease has been signed.

Product Liability Insurance

The Company's business exposes it to potential product liability risks which are inherent in the testing, manufacturing, and marketing of human therapeutic products. The Company presently has product liability insurance limited to $5,000,000 per incident, and, if the Company was to be subject to a claim in excess of such coverage and such claim succeeded, the Company would be required to pay such claim out of its own limited resources.

11. CONCENTRATIONS OF CREDIT RISK

As of September 30, 2002, the Company has a concentration of credit represented by cash balances in one large commercial bank in amounts which exceed current federal deposit insurance limits. The financial stability of this institution is continually reviewed by senior management.

12. SELECTED QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Gross profit on sales	$ --	$ --	$ --	$ --
General and administrative expenses	(541,247)	(1,521,682)	(987,306)	(1,304,221)
Research and development expenses	(1,123,221)	(1,759,775)	(1,646,710)	(474,981)
Other income/expense	11,060	(459,800)	11,154	45,647
Net loss	$(1,653,408)	$(3,741,257)	$(2,622,862)	$(1,733,555)
Net loss per share - basic and diluted	$ (.02)	$ (.04)	$ (.03)	$ (.03)

CERTIFICATE OF INCORPORATION
OF
CELSION (DELAWARE) CORPORATION

(Compiled and reflecting all amendments through December 30, 2002)

The undersigned, a natural person of legal age, for the purpose of organizing a corporation pursuant to the General Corporation Law of the State of Delaware, hereby certifies that:

FIRST: The name of the Corporation is

CELSION (DELAWARE) CORPORATION

SECOND: The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is c/o United Corporate Services, Inc., 15 East North Street, in the City of Dover, County of Kent, State of Delaware 19901, and the name of the registered agent at said address is United Corporate Services, Inc.

THIRD: The nature of the business and the purposes to be conducted and promoted by the Corporation are to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is two hundred million one hundred thousand (200,100,000) shares, consisting of (i) two hundred million (200,000,000) shares of Common Stock, par value $0.01 per share ("Common Stock"), and (ii) one hundred thousand (100,000) shares of Preferred Stock, par value $0.01 per share ("Preferred Stock"). The Preferred Stock may be issued from time to time in one or more series.

The Corporation shall from time to time in accordance with the laws of the State of Delaware increase the authorized amount of its Common Stock if at any time the number of shares of Common Stock remaining unissued and available for issuance shall not be sufficient to permit the conversion of the Preferred Stock into Common Stock in accordance with any terms governing such conversion established by the Board of Directors under applicable law.

The Board of Directors is hereby authorized, subject to limitations prescribed by law and the provisions of this Article FOURTH, by resolution to provide for the issuance of Preferred Stock in one or more series, and to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, privileges, preferences and relative participating, optional or other rights, if any, of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but shall not be limited to, determination of the following:

(a) The number of shares constituting that series (including an increase or decrease in the number of shares of any such series (but not below the number of shares in any series then outstanding) and the distinctive designation of that series;

(b) Whether a dividend shall be payable on any series, and, if so, the dividend rate on the shares in that series, whether dividends shall be in cash or in kind, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;

(c) Whether that series shall have voting rights (including multiple or fractional votes per share) in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(d) Whether that series shall have conversion privileges, and, if so, the terms and conditions of such privileges, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;

(e) Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption rates;

(f) Whether that series shall have a sinking fund or sinking funds for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund or funds;

(g) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment with respect to shares of that series; and

(h) Any other relative rights, preferences and limitations of that

series.

No holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or preemptive rights to subscribe for, purchase or receive any shares of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe for, purchase or receive any securities convertible to or exchangeable for such shares, which may at any time be issued, sold or offered for sale by the Corporation, except in the case of any shares of Preferred Stock to which such rights are specifically granted by any resolution or resolutions of the Board of Directors adopted pursuant to this Article FOURTH.

FIFTH: The name and address of the incorporator are as follows:

NAME	ADDRESS
Michael Barr	10 Bank Street White Plains, NY 10606

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution of any receiver or receivers appointed for this Corporation under Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the indebtedness held by such creditors or class of creditors, and/or three-fourths of the shares held by the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on the Corporation.

EIGHTH: The management of the business and conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The Board of Directors shall be classified and divided into three classes, designated as Class I, Class II and Class III. The terms of office of the initial Class I directors shall expire at the first annual meeting of the stockholders of the Corporation after the election of such initial Class I directors, the terms of office of the initial Class II directors shall expire at the second annual meeting of the stockholders of the Corporation after the election of such initial Class II directors and the terms of office of the initial Class III directors shall expire at the third annual meeting after the election of such initial Class III directors. At each annual meeting following such classification and division of the members of the Board of Directors, a number of directors equal to the number of directorships in the class the term of which expires at the time of such meeting shall be elected to hold office until the third succeeding annual meeting of the stockholders of the Corporation. Each director shall hold office for the class term for which he is elected and until his or her successor shall be elected and qualified, or until his or her earlier resignation, removal or death. Any director may be removed for cause (but not without cause) from office at any time by the vote or written consent of the stockholders. In case of any increase

or decrease, from time to time, in the number of directors constituting the whole Board of Directors, the number of directors in each class shall be determined by action of the Board of Directors. A director elected by the remainder of the Board of Directors to fill a vacancy shall hold office for the remaining term of the predecessor director and until his or her successor is elected and has qualified, or until his or her earlier resignation, removal or death.

NINTH:

(a) The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by the provisions of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented from time to time, and, in accordance therewith, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(b) The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor or subsidiary of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor or subsidiary of the Corporation.

(c) Neither any amendment nor repeal of this Article NINTH, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article NINTH, shall eliminate or reduce the effect of this Article NINTH with respect to any matter occurring, or any action or proceeding accruing or arising or that, but for this Article NINTH, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

TENTH: From time to time any of the provisions of the Corporation's Certificate of Incorporation may be amended, altered, or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted as prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article TENTH.

IN WITNESS WHEREOF, the undersigned hereby executes this document and affirms that the facts set forth herein are true under the penalties of perjury this ____(th) day of March, 2000.

/s/ Michael Barr
--Incorporator

AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT, effective as of the 1st day of January, 2000, by and between Augustine Y. Cheung (the "Executive"), an individual residing at c/o Celsion Corporation, 10220-1 Old Columbia Road, Columbia, Maryland 21046-1705, and Celsion Corporation (the "Company"), a Maryland corporation with offices at 10220-1 Old Columbia Road, Columbia, Maryland 21046-1705.

WITNESSETH:

WHEREAS, the Executive is currently employed by the Company as its Chairman and Chief Science Officer, and the Company desires that the Executive shall continue to be employed by it and render services to it, and the Executive is willing to continue to be so employed and to render services, all upon the terms and subject to the conditions set forth herein.

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

1. Employment, Duties and Acceptance.

1.1 The Company hereby employs Executive, and the Executive hereby accepts employment, for the term ("Term") set forth in Section 2 hereof, to render services to Company as its Chairman and Chief Science Officer. The Executive represents and warrants to the Company that he has full power and authority to enter into this Agreement and that he is not under any obligation of a contractual or other nature to any person, firm or corporation which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair in any way the performance by Executive of his obligations hereunder.

1.2 The Executive will serve as Chairman and Chief Science Officer of the Company and as a member of its Board of Directors when elected as such, will have general supervision over the research and development operations of the Company and its subsidiaries or affiliates (referred to collectively as "Affiliates") and will have such other duties and responsibilities, consistent with his position as Chairman and Chief Science Officer, as may reasonably be assigned to him by the Board of Directors. In addition, the Executive will serve as a senior officer and a director (when elected as such) of each of the Company's Affiliates. The Executive will report to the Board of Directors of the Company.

1.3 The Executive shall devote all of his business time and effort to the business and affairs of the Company, and shall use his best efforts, skills, and abilities to promote the interests of the Company, except for reasonable vacations and during periods of illness or incapacity, but nothing contained in this Agreement shall prevent the Executive from engaging in charitable, community or other business activities provided they do not interfere with the regular performance of the Executive's duties and responsibilities under this Agreement.

1.4 Unless the Executive and the Company shall otherwise agree, the Executive's principal places of employment shall be in and around the Columbia, Maryland area and the Chicago, Illinois area, but the duties of the Executive shall include such visits to the Company's Affiliates, research and development partners, product and clinical trial test sites, customers, investment and other bankers, in each case at the expense of the Company, as the Executive determines is reasonably required in the performance of the Executive's responsibilities.

2. Term.

2.1 The Term of this Agreement will commence as of January 1, 2000 and will terminate at the close of business on December 31, 2002, unless sooner terminated in accordance with the provisions of this Agreement ("Initial Term"). Thereafter, the employment of the Executive shall continue for successive one-year periods (each such one year period being hereinafter referred to as a "Renewal Term") unless the Corporation or Executive shall give notice to the other at least six months prior to the end of the Term or any Renewal Term of the election of the Corporation or the Executive to terminate the employment of the Executive at the end of the Term or the then current Renewal Term.

3. Base Salary.

3.1 For all services performed by the Executive under this Agreement, the Executive shall be paid a base salary ("Base Salary") for the Company's fiscal year 2000 at the annual rate of $240,000. The Base Salary for subsequent fiscal years shall be the greatest of (i) one hundred five percent (105%) of the Base Salary for the prior calendar year; (ii) the product of the multiplication of the Base Salary during the calendar year immediately preceding by the sum of (y) one hundred percent plus (z) the amount (expressed as a percent) by which the most recently reported Consumer Price Index ("CPI") applicable to the Washington-Baltimore Metropolitan region is greater than the CPI for that same

region for the prior twelve months; or (iii) the sum offered by the Board of Directors after a review taking into account corporate and individual performance, the Company's prospects and general business conditions.

3.2 Base Salary shall be paid in equal monthly or semi-monthly installments in keeping with the Company's standard payroll policies applicable to its senior executives.

3.3 The Company reserves the right to pay the Executive on a current basis at an annual salary rate of no more than $240,000. Any unpaid sum will accrue as an unpaid obligation owed to the Executive, and that obligation of the Company will be evidenced not more often than once each calendar quarter by a junior convertible note issued by the Company bearing interest at 8.75%, payable interest only at the end of each calendar quarter until September 30, 2001. From and after October 1, 2001, the Company will pay the outstanding principal amount owed to the Executive in four quarterly installments of principal and related interest; provided, however, that if, at any time, the Company achieves annual revenues of $2,500,000 or more, then the unpaid salary obligations to the Executive (and related interest) shall be paid in full, and from and after achieving that annual revenue, the Company's right to pay the Executive at any rate other than the then applicable salary rate shall expire. At the option of the Executive, however, he may convert the outstanding principal amount and related interest owing to him (whether or not evidenced by a note) into Common Stock at a price equal to eighty (80%) percent of the average closing price of the Common Stock during any ten consecutive trading days (selected by the Executive) within the forty trading days prior to the date of conversion.

4. Option to Acquire Bonus Shares.

4.1 The Company hereby agrees to grant to Executive as a bonus a non-qualified stock option to acquire three hundred thousand (300,000) fully paid and non-assessable shares of common stock (the "Bonus Shares"), par value $0.01 per share (the "Common Stock") of the Company. The exercise price for each Bonus Share shall be the average of the closing price of the Company's Common Stock during the fiscal quarter ended December 31, 1999. The options to acquire the 300,000 shares of Common Stock shall vest in accordance with the following

vesting schedule: one hundred thousand (100,000) of the Bonus Shares may be acquired by Executive on or after March 15, 2000, and one hundred thousand (100,000) of the Bonus Shares may be acquired by Executive on or after each of October 1, 2001, and October 1, 2002. If Executive is not employed by the Company on any of the three vesting dates, he shall no longer be entitled to exercise his option to acquire the Bonus Shares vesting on or after such date. Subject to the limitations set forth in this Agreement, the Executive may exercise the stock options constituting the Bonus Shares, at any time prior to 5:00 PM (New York time) on November 27, 2010 (the "Expiration Date"), upon notice to the Company at its principal office at 10220-1 Old Columbia Road, Columbia, MD 21046-1705, Attention: Spencer J. Volk, President (or at such other location as the Company may advise the Executive in writing) which time all unexercised options shall expire and be of no further force or effect.

4.2 The Company shall at all times reserve for issuance and/or delivery such number of shares of its Common Stock as shall be required for issuance or delivery as Bonus Shares. No fractional shares or scrip representing fractional shares shall be issued as Bonus Shares. Bonus Shares may not be sold or offered for sale in the absence of effective registration under such securities laws, or an opinion of counsel satisfactory to the Company that such registration is not required. Bonus Shares may be sold by the Executive in transactions permitted by the provisions of Rule 144 of the Securities Act of 1933. Bonus Shares shall bear an appropriate restrictive legend, referring to the provisions hereof.

5. Incentive Compensation.

5.1 As incentive compensation to Executive, the Company hereby grants to Executive non-qualified stock options to acquire from the Company, on an original issue basis, an aggregate of seven hundred thousand (700,000) fully

paid and non-assessable shares of Common Stock (the "Incentive Shares") at the exercise prices designated below upon the achievement by the Company of the several corporate accomplishments (the "Milestones") listed below.

5.2 For purposes of this paragraph:

A. Corporate Milestones. The right to acquire Incentive Shares shall vest and thereafter be available for exercise in tranches as indicated herein if, and at any time after, the Company has achieved the first two of the following Class X Milestones:

> Execution and delivery of an agreement with one or more strategic partners to the Company providing for the marketing and distribution of any one of the Company's products related to its breast cancer treatment system. (Tranche: 150,000 shares).

> Execution and delivery of an agreement with one or more strategic partners to the Company providing for the marketing and distribution of any one of the Company's products related to treating chronic prostate enlargement condition, common in older males, known as benign prostatic hyperplasia ("BPH") (Tranche: 150,000 shares).

> Execution and delivery of an agreement with one or more strategic partners to the Company providing for the marketing and distribution of any one of the Company's products related to liposome compounds that can carry chemotherapy drugs to a tumor site and release their payload quickly when triggered by targeted heat. (Tranche: 150,000 shares).

Only 300,000 shares in the aggregate may be issued to the Executive with respect to Class X Milestones.

The right to acquire Incentive Shares shall be available in tranches as indicated herein if, and at any time after, the Company has achieved any of the following Class Y Milestones:

> Obtaining pre-marketing approval from the United States Food and Drug Administration for commercialization of the Company's BPH treatment system. (Tranche: 150,000 shares).

> Obtaining pre-marketing approval from the United States Food and Drug Administration for commercialization of the Company's breast cancer treatment system. (Tranche: 150,000 shares).

As a Class Z Milestone, the right to acquire Incentive Shares shall be available as to a tranche of 100,000 shares if, and at any time after, the Company has achieved net income of $1,000,000 or more for any fiscal year prior to the Expiration Date.

B. Exercise Price. The exercise price payable per share for each stock option exercised upon or after the occurrence of a Milestone shall be as follows:

Upon achieving the first Milestone, $0.80 per share;

Upon achieving the second Milestone, $1.00 per share;

Upon achieving the third Milestone, $1.20 per share;

Upon achieving the fourth Milestone, $1.40 per share;

and Upon achieving the fifth Milestone, $1.60 per share.

C. Acquisition of Incentive Shares. Subject to the limitations set forth in this Agreement, the Executive may exercise the option to acquire the Incentive Shares in tranches as set forth as each Milestone is achieved at any time on or after the date on which the applicable Milestone is achieved and so long as he is employed by the Company, but not later than the Expiration Date,

upon notice to the Company at its principal office at 10220-1 Old Columbia Road, Columbia, MD 21046-1705, Attention: Spencer J. Volk, President and Chief Executive Officer (or at such other location as the Company may advise the Executive in writing). The notice shall be executed and delivered with the Purchase Form attached hereto duly filled in and signed and upon payment in cash or cashier's check of the aggregate Purchase Price for the number of shares which Executive is acquiring determined in accordance with the provisions hereof. If such date is a day on which banking institutions are authorized by law to close, then the Expiration Date shall be on the next succeeding day which shall not be such a day. Incentive Shares may be acquired without regard to the sequence in which the Milestones have been achieved. A Notice of Intention to acquire Incentive Shares shall be submitted by the Executive to the Company's Board of Directors, identifying the Milestone achieved and the number of shares covered by the relevant tranche. The Board of Directors shall be deemed to have approved the relevant acquisition of Incentive Shares unless, within seventy two (72) hours of the submission of the Notice of Intention, the Board adopts a resolution determining that Incentive Shares may not be issued as to the Milestone identified in the Notice of Intention. In the absence of such a disaffirming resolution, Executive may acquire Incentive Shares thereafter by presentation of the Notice of Intention either to the Company or at the office of its stock transfer agent, if any, and accompanied by payment in cash or cash equivalent of the exercise price for the number of Incentive Shares specified in such Notice of Intention, together with all federal and state taxes applicable upon such exercise.

D. Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance such number of shares of its Common Stock as shall be required for issuance or delivery as Incentive Shares to the Executive upon achievement of the Milestones set forth herein.

E. Anti-Dilution Provisions.

(1) Adjustment of Number of Incentive Shares. Notwithstanding anything in this Section 5.2E to the contrary, in case the Company shall at any time issue Common Stock by way of dividend or other distribution on any stock of the Company or subdivide or combine the outstanding shares of Common Stock, the exercise price shall be proportionately decreased in the case of such issuance (on the day following the date fixed for determining shareholders entitled to receive such dividend or other distribution) or decreased in the case of such subdivision or increased in the case of such combination (on the date that such subdivision or combination shall become effective).

(2) No Adjustment for Small Amounts. Anything in this Section 5.2E to the contrary notwithstanding, the Company shall not be required to give effect to any adjustment in the exercise price unless and until the net effect of one or more adjustments, determined as above provided, shall have required a change of the exercise price by at least one cent, but when the cumulative net effect of more than one adjustment so determined shall be to change the actual exercise price by at least one cent, such change in the exercise price shall thereupon be given effect.

(3) Number of Incentive Shares Adjusted. Upon any adjustment of the exercise price other than pursuant to Section 5.2E(1) hereof, the Executive shall thereafter (until another such adjustment) be entitled to purchase, at the new exercise price, the number of shares, calculated to the nearest full share, obtained by multiplying the number of shares of Common Stock initially issuable upon achieving any Milestone by the exercise price in effect on the date hereof and dividing the product so obtained by the new exercise price.

F. Adjustments in the Event of a Recapitalization or Similar Transaction. In the event of a reclassification, recapitalization, stock split, reverse stock split, stock dividend or combination of shares, or other similar events, the number and class of shares issuable to the Executive upon exercise of the option to acquire either Bonus Shares or Incentive Shares shall be adjusted to reflect such event.

G. Acceleration Upon Change of Control. Notwithstanding any language to the contrary contained herein, if this Agreement is in effect at the time of the occurrence of a "Change of Control" event, the options to acquire Bonus Shares and Incentive Shares shall automatically vest 100% and immediately become exercisable upon the occurrence of the Change of Control event. For purposes of this Agreement, Change of Control event has the meaning set forth in Section 11.1 hereof.

6. Reimbursement for Expenses.

6.1 Company shall reimburse Executive for all reasonable out-of-pocket expenses paid or incurred by him in the course of his employment, upon presentation by Executive of valid receipts or invoices therefor, utilizing procedures and forms for that purpose as established by Company from time to time.

7. Vacations.

7.1 Executive shall be entitled to reasonable vacations (which shall aggregate no less than four (4) weeks vacation with pay) during each consecutive twelve (12) month period commencing on the date hereof. Executive may not accumulate any vacation days which remain unused at the end of any year during the term hereof without the prior consent of Company.

8. Employee Benefit Programs, etc.

8.1 The Company shall provide the Executive with an automobile (or at Employee's option, a cash allowance in the amount of $450.00 per month in lieu thereof) for use in the performance of Executive's duties, along with fuel, fluids and maintenance, upon such terms and conditions as are approved by Company. The Company will also either provide or pay or reimburse the Executive for the costs of a cellular telephone.

8.2 The Company shall provide the Executive at the Company's expense disability insurance providing for disability payments to the Executive, in a sum at least equal to 70% of his Base Salary then in effect, following a termination of Executive's employment hereunder as a result of Disability (as defined in Section 9.2 below). In the event such policy is not obtained, Executive shall be entitled to participate in such disability plan(s) as are available to Company executives generally.

8.3 The Company shall obtain at its expense, and shall be the owner of, a policy on the life of the Executive in the amount of Three Million ($3,000,000) Dollars, naming the Company as the beneficiary.

8.4 In addition to the life insurance to be provided in accordance with paragraph 8.3, subject to the Executive's meeting the eligibility requirements of each respective plan, Executive shall participate in and be covered by each pension, life insurance, accident insurance, health insurance, hospitalization and any other employee benefit plan of Company, as the case may be, made available generally from and after the date hereof to its respective senior executives, on the same basis as shall be available to such other executives without restriction or limitation by reason of this Agreement.

8.5 Nothing contained herein shall prevent the Company from at any time increasing the compensation provided herein to be paid to Executive, either permanently or for a limited period, or from paying bonuses and other additional compensation to Executive, whether or not based upon the earnings of the business of Company, or from increasing or expanding any employee benefit program applicable to the Executive, in the event the Company, in its sole discretion, shall deem it advisable so to do in order to recognize and compensate fairly Executive for the value of his services.

9. Death or Disability.

9.1 If Executive shall die during the term hereof, this Agreement shall immediately terminate, except that Executive's legal representatives or designated beneficiaries shall be entitled to receive (i) the Base Salary due to Executive hereunder to the last day of the month following the month in which his death occurs, payable in accordance with the Company's regular payroll practices, (ii) all other benefits payable upon death under any employee benefit program or other insurance covering the Executive as of the date of death, and (iii) any stock option issued to acquire the Bonus Shares or Incentive Shares that was exercisable at the date of death may be exercised by the legal representative of the Executive's estate at any time or times during the period beginning on the date of death and ending one year after the date of death, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of death shall be forfeited.

9.2 In the event of the Disability of the Executive, as hereinafter defined, the Executive shall be entitled to continue to receive payment of his Base Salary (prorated as may be necessary) in accordance with the terms of

Section 3 hereof through the last day of the third month following the month in which Executive's employment hereunder is terminated as a result of such Disability. At any time after the date of the Notice (as hereinafter defined) and during the continuance of the Executive's Disability, the Company may at any time thereafter terminate Executive's employment hereunder by written notice to the Executive. The term "Disability" shall mean physical or mental illness or injury which prevents the Executive from performing his customary duties for the Company for a period of sixty (60) consecutive days or an aggregate period of one hundred twenty (120) days out of any consecutive twelve (12) months. The date of commencement of Disability shall be the date set forth in the notice (the "Notice") given by Company to the Executive at any time following a determination of Disability, which date shall not be earlier than the date the Notice is given by Company. A determination of Disability by Company shall be solely for the purposes of this Section 9.2 and shall in no way affect the Executive's status under any other benefit plan applicable to the Executive.

9.3 Upon the occurrence of a Disability, and unless the Executive's employment shall have been terminated as provided in Section 9.2, the Executive shall, during such time as he is continuing to receive Base Salary payments as set forth in Section 9.2, perform such services for Company, consistent with his duties under Section 1 hereof, as he is reasonably capable of performing in light of the condition giving rise to a Disability. All payments due under Section 9.2 shall be payable in accordance with Company's regular payroll practices. Any amount paid to Executive pursuant to this Agreement by reason of his Disability, shall be reduced by the aggregate amount of all monthly disability payments which the Executive is entitled to receive under all workers compensation plans, disability plans and accident, health or other insurance plans or programs maintained for the Executive by Company, by any company controlling, controlled by or under common control with, Company.

9.4 In the event the Executive's employment is terminated due to Disability, in addition to receipt of the Base Salary payments described in Section 9.2, any stock option issued to acquire the Bonus Shares or Incentive Shares that was exercisable at the date of Disability may be exercised by the Executive or his legal representative at any time or times during the period beginning on the date of Disability and ending one year after the date of Disability, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of Disability shall be forfeited.

10. Termination for Cause.

10.1 The employment of the Executive may be terminated by the Company for Cause. For this purpose, "Cause" shall mean:

(i) an act constituting a felony and resulting or intended to result, directly or indirectly, in his gain or personal enrichment at the expense of the Company and its shareholders;

(ii) dishonest acts against the Company;

(iii) illegal drug use;

(iv) grossly or willfully neglecting to carry out his duties under this Agreement resulting in material harm to the Company.

The Executive's employment shall not be terminated for Cause under clauses (ii) or (iv) unless

(a) the Executive has received at least 15 days notice of a meeting of the Board of Directors at which meeting the Board shall consider the existence of Cause, shall provide the Executive with an opportunity to be heard before the Board, and, following such consideration and hearing, the Board has determined, based upon credible evidence, that grounds for Cause exist; and

(b) the misconduct or breaches on which an assertion of Cause is based are not cured within 30 days thereafter if such misconduct or breaches are capable of being cured.

10.2 In the event of a termination for Cause, the Executive shall (a) be entitled to any unpaid Base Salary pro rated up to the date of termination, and (b) any stock options not exercised prior to the date of termination shall automatically be forfeited by the Executive, and the Executive shall have no further rights under this Agreement. Furthermore, the Executive shall be and remain subject to all provisions of Section 13 below for the period indicated therein.

11. Termination Upon Change of Control or by Company Without Cause.

11.1 A "Change in Control" shall occur: (A) if any Person, or combination of Persons (as hereinafter defined), or any affiliate of any of the above, is or becomes the "beneficial owner" (as defined in Rule l3d-3 promulgated under the Securities Exchange Act of 1934) directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the total number of outstanding shares of common stock of the Company; (B) if individuals who, at the date of this Agreement, constitute the Board (the "Incumbent Directors") cease, for any reason, to constitute at least a majority thereof, provided that any new director whose election was approved by a vote of at least 75% of the Incumbent Directors shall be treated as an Incumbent Director; or (C) the Company sells substantially all of its assets to a purchaser other than a subsidiary. For purposes hereof, "person" shall mean any

individual, partnership, joint venture, association, trust, or other entity, including a "group" as referred to in section 13(d)(3) of the Securities Exchange Act of 1934.

11.2 If there occurs a Change in Control, and if there subsequently occurs a material adverse change, without the Executive's written consent, in the Executive's working conditions or status, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, duties or responsibilities, or a reduction in the level of support services or staff, then, whether or not such change would otherwise constitute a breach of this Agreement by the Company, this Agreement may be terminated by notice given by the Executive, specifying the Change of Control and significant adverse change or changes.

11.3 Upon the termination of this Agreement in accordance with Section 11.2 above, the Executive will be entitled, without any duty to mitigate damages, to:

(a) All unpaid Base Salary pro-rated up to the date of termination; and

(b) The opportunity to exercise any stock option issued to acquire the Bonus Shares or Incentive Shares that was exercisable at the date of termination may be exercised by the Executive at any time or times during the period beginning on the effective date of termination and ending one year after the date of termination, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable upon the effective date of termination shall be forfeited;

(c) A severance payment equal to 2.99 times the Base Salary in effect on the date of termination; and

(d) All benefits available under the Company's employee benefit programs, to the extent applicable to senior executives voluntarily and amicably retiring from employment with the Company.

11.4 In the event that the Company shall actually or constructively terminate this Agreement during the Initial Term or any Renewal Term without cause (and with or without a Change of Control), the Executive shall be entitled to the same payments, compensation and rights as provided in the case of a termination by the Executive under Section 11.3.

11.5 The payments and any other compensation and benefits to which the Executive is entitled under this Section 11 shall be made available to the Executive no later than thirty (30) days after the date of any termination referred to in Section 11.2, 11.3 or 11.4.

11.6 In the event that Executive receives the payments and any other compensation and benefits referred to in this Section 11, he will be bound by the restrictive provisions of Section 13 for the period therein provided.

12. Termination by Executive.

12.1 If the Executive shall terminate his employment under this Agreement during the Initial Term without either (i) a Change of Control or (ii) the express written consent of the Company, then, for purposes of establishing the rights of the Executive upon such termination, such termination shall be deemed the equivalent of a termination for Cause under Section 10.1, and the Executive shall have only those rights with regard to compensation as are set forth in Section 10.2, and the restrictive provisions of Section 13 below shall fully apply.

12.2 If the Executive shall terminate his employment under this Agreement during any Renewal Term without either (i) a Change of Control or (ii) the express written consent of the Company, then, for purposes of establishing the rights of the Executive upon such termination, the Executive shall be entitled to receive:

(a) All unpaid Base Salary pro-rated up to the date of termination; and

(b) for a period of thirty (30) days following the date of termination, to exercise any unexercised options to acquire Common Stock under Section 4 that was exercisable by the Executive on the date preceding the date of termination, but all unexercised options to acquire Common Stock under Section 5 shall be automatically forfeited on the effective date of termination of this Agreement. 12.3 In the case of a termination pursuant to Section 12.2, the restrictions set forth in Section 13 shall apply to Executive for the period therein stated.

13. Restrictive Covenants; Compensation.

13.1 During such time as this Agreement shall be in effect and, except as otherwise explicitly stated herein, for a period of three (3) years following the termination of Executive's employment with Cause, or one (1) year after voluntary termination of this Agreement by the Executive, and without the Company's prior written consent (which may be withheld for any reason or for no reason in Company's sole discretion), Executive shall not do anything in any way inconsistent with his duties to, or adverse to the interests of, the Company, nor shall Executive, directly or indirectly, himself or by or through a family member or otherwise, alone or as a member of a partnership or joint venture, or as a principal, officer, director, consultant, employee or stockholder of any

other entity, compete with Company or be engaged in or connected with any other business competitive with that of Company any of its affiliates, except that Executive may own as a passive investment not more than five percent (5%) of the securities of any publicly held corporation that may engage in such a business competitive with that of Company or any of its Affiliates.

13.2 In view of the fact that Executive will be brought into close contact with many confidential affairs of Company and its Affiliates not readily available to the public, Executive agrees during the Term of this Agreement and thereafter:

(a) to keep secret and retain in the strictest confidence all non-public information about (i) research and development, test results, suppliers, venture or strategic partners, licenses and patents or patent applications, planned or existing products, know-how, financial condition and other financial affairs (such as costs, pricing, profits and plans for future development, methods of operation and marketing concepts) of Company and its Affiliates; (ii) the employment policies and plans of the Company and its Affiliates; and (iii) any other proprietary information relating to the Company and its Affiliates, their operations, businesses, financial condition and financial affairs (collectively, the "Confidential Information") and, for such time as Company or any of its Affiliates is operating, Executive shall not disclose the Confidential Information to anyone not then an officer, director or authorized employee of Company or its Affiliates, either during or after the term of this Agreement, except in the course of performing his duties hereunder or with Company's express written consent or except to the extent that such confidential information can be shown to have been in the public domain through no fault of Executive; and

(b) to deliver to Company within ten days after termination of his services, or at any time Company may so request, all memoranda, notes, records, reports and other documents relating to Company or its Affiliates, businesses, financial affairs or operations and all property associated therewith, which he may then possess or have under his control.

13.3 Executive shall not at any time during the three-year period following the termination of his employment for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, (i) employ any individual who was employed by Company or any of its Affiliates at any time during the such period or during the 12 calendar months immediately preceding such termination, or (ii) in any way cause, influence or participate in the employment of any such individual by anyone else in any business that is competitive with any of the businesses engaged in by Company or any of its Affiliates.

13.4 Executive shall not at any time during the three-year period following the termination of his employment, for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, directly or indirectly, either (i) persuade or attempt to persuade any customer or client of the Company or of any of its Affiliates to cease doing business with Company or with any Affiliate, or to reduce the amount of business it does with Company or with any of its Affiliates, or (ii) solicit for himself or any person other than Company or any of its Affiliates, the business of any individual or business which was a customer or client of Company or any of its Affiliates at any time during the eighteen month period immediately preceding such termination.

13.5 Executive acknowledges that the execution and delivery by him of the promises set forth in this Section 13 is an essential inducement to Company to enter into this Agreement, and that Company would not have entered into this

Agreement but for such promises. Executive further acknowledges that his services are unique and that any breach or threatened breach by Executive of any of the foregoing provisions of this Section 13 cannot be remedied solely by damages. In the event of a breach or a threatened breach by Executive of any of the provisions of this Section 13, Company shall be entitled to injunctive relief restraining Executive and any business, firm, partnership, individual, corporation or other entity participating in such breach or attempted breach. Nothing herein, however, shall be construed as prohibiting Company from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and the immediate termination of the employment of Executive hereunder.

13.6 If any of the provisions of, or promises contained in, this Section 13 are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or the unenforceability in such other jurisdiction. If any provisions contained in this Section 13 are held to be unenforceable in any jurisdiction because of the duration or scope thereof, the parties hereto agree that the court making such determination shall have the power to reduce the duration and/or scope (if such provision, in its reduced form, shall be enforceable); provided, however, that the determination of such court shall not affect the enforceability, duration or scope of this Section 13 in any other jurisdiction.

14. Relationship of Parties.

Nothing herein contained shall be deemed to constitute a partnership between or a joint venture by the parties, nor shall anything herein contained be deemed to constitute either the Executive, the Company or any Affiliates the

agent of the other except as is expressly provided herein. Neither Executive nor Company shall be or become liable or bound by any representation, act or omission whatsoever of the other party made contrary to the provisions of this Agreement.

15. Notices.

All notices and communications hereunder shall be in writing and delivered by hand or sent by registered or certified mail, postage and registration or certification fees prepaid, return receipt requested, or by overnight delivery such as Federal Express, and shall be deemed given when hand delivered or upon three (3) business days after the date when mailed, or upon one (1) business day after delivery to an agent for overnight delivery, if sent in such manner, as follows:

If to Company: Celsion Corporation
10220-1 Old Columbia Road,
Columbia, Maryland 21046-1705
Attention: Board of Directors

With a copy to: Venable, Baetjer and Howard, LLP
Mercantile Bank and Trust Building
2 Hopkins Plaza, Suite 1800
Attn: Greg Cross

If to Executive: Augustine Y. Cheung
c/o

_____
_____, Maryland

The foregoing addresses may be changed by notice given in the manner set forth in this Section 15.

16. Disputes. The parties shall attempt in good faith to resolve all claims, disputes and other disagreements arising hereunder by negotiation. In the event that a dispute between the parties cannot be resolved within thirty

(30) days of written notice from one party to the other party, such dispute shall, at the request of either party, after providing written notice to the other party, be submitted to arbitration in Columbia, Maryland in accordance with the arbitration rules of the American Arbitration Association then in effect. The notice of arbitration shall specifically describe the claims, disputes or other matters in issue to be submitted to arbitration. The parties shall jointly select a single arbitrator who shall have the authority to hold hearings and to render a decision in accordance with the arbitration rules of the American Arbitration Association. If the parties are unable to agree within ten (10) days, the arbitrator shall be selected by the Chief Judge of the Circuit Court for Howard County. The discovery rights and procedures provided by the Federal Rules of Civil Procedure shall be available and enforceable in the arbitration proceeding. The written decision of the arbitrator so appointed shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, and each party shall pay for and bear the cost of its own experts, evidence and legal counsel, unless the arbitrator rules otherwise in the arbitration. Both parties agree to use their best efforts to cause a final decision to be rendered with respect to the matter submitted to arbitration within sixty (60) days after its submission.

17. Miscellaneous.

17.1 This Agreement contains the entire understanding of the parties hereto with respect to the employment of Executive by Company during the term hereof, and the provisions hereof may not be altered, amended, waived, terminated or discharged in any way whatsoever except by subsequent written agreement executed by the party charged therewith. This Agreement supersedes all prior employment agreements, understandings and arrangements between Executive

and Company pertaining to the terms of the employment of Executive. A waiver by either of the parties of any of the terms or conditions of this Agreement, or of any breach hereof, shall not be deemed a waiver of such terms or conditions for the future or of any other term or condition hereof, or of any subsequent breach hereof.

17.2 The provisions of this Agreement are severable, and if any provision of this Agreement is invalid, void, inoperative or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any circumstance, it shall nevertheless remain applicable to all other circumstances.

17.3 Company shall have the right to deduct and withhold from Executive's compensation the amounts required to be deducted and withheld pursuant to any present or future law concerning the withholding of income taxes. In the event that Company makes any payments or incurs any charges for Executive's account or Executive incurs any personal charges with Company, Company shall have the right and Executive hereby authorizes Company to recoup such payments or charges by deducting and withholding the aggregate amount thereof from any compensation otherwise payable to Executive hereunder.

17.4 This Agreement shall be construed and interpreted under the laws of the State of Maryland applicable to contracts executed and to be performed entirely therein.

17.5 The captions and section headings in this Agreement are not part of the provisions hereof, are merely for the purpose of reference and shall have no force or effect for any purpose whatsoever, including the construction of the provisions of this Agreement.

17.6 To the extent any provision of this Agreement contemplates action after termination hereof or creates a cause of action or claim on which action may be brought by either party, such provision, cause of action or claim shall survive termination of Executive's employment or termination of this Agreement.

17.7 Executive may not assign his rights nor delegate his duties under this Agreement; provided, however, that notwithstanding the foregoing this Agreement shall inure to the benefit of Executive's legal representatives, executors, administrators or successors and to the successors or assigns of Company.

17.8 Effective on the execution and delivery of this Agreement, each of the Company and the Executive agrees that all prior agreements between the parties, including without limitation, the Executive Employment Agreement dated as of January 14, 2000, as in effect prior to the date hereof, shall cease to be of any further legal force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Executive Employment Agreement effective as of the date first above written.
CELSION CORPORATION

By: /s/Spencer J. Volk

Spencer J. Volk, President

/s/Augustine y. Cheung

Augustine Y. Cheung

AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT, effective as of the 8th day of June, 2000, by and between John Mon (the "Executive"), an individual residing at c/o Celsion Corporation, 10220-1 Old Columbia Road, Columbia, Maryland 21046-1705, and Celsion Corporation (the "Company"), a Maryland corporation with offices at 10220-1 Old Columbia Road, Columbia, Maryland 21046-1705.

WITNESSETH:

WHEREAS, the Executive is currently employed by the Company as Treasurer, as Secretary, and as General Manager, and the Company desires that the Executive shall continue to be employed by it and render services to it, and the Executive is willing to continue to be so employed and to render services, all upon the terms and subject to the conditions set forth herein.

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

1. Employment, Duties and Acceptance.

1.1 The Company hereby employs Executive, and the Executive hereby accepts employment, for the term ("Term") set forth in Section 2 hereof, to render services to Company as one of its senior executive officers. The Executive represents and warrants to the Company that he has full power and authority to enter into this Agreement and that he is not under any obligation

of a contractual or other nature to any person, firm or corporation which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair in any way the performance by Executive of his obligations hereunder.

1.2 The Executive will serve as Vice President, New Business Development of the Company and as a member of its Board of Directors when elected as such, will have general supervision over investigation into new business opportunities for the Company and its subsidiaries or affiliates (referred to collectively as "Affiliates") and will have such other duties and responsibilities, consistent with his position as Vice President, New Business Development, as may reasonably be assigned to him by the President. In addition, the Executive will serve as a senior officer and a director (when elected as such) of each of the Company's Affiliates. The Executive will report to the President of the Company.

1.3 The Executive shall devote all of his business time and effort to the business and affairs of the Company, and shall use his best efforts, skills, and abilities to promote the interests of the Company, except for reasonable vacations and during periods of illness or incapacity, but nothing contained in this Agreement shall prevent the Executive from engaging in charitable, community or other business activities provided they do not interfere with the regular performance of the Executive's duties and responsibilities under this Agreement.

1.4 Unless the Executive and the Company shall otherwise agree, the Executive's principal places of employment shall be in and around the Columbia, Maryland area, but the duties of the Executive shall include such visits to the Company's Affiliates, research and development partners, product and clinical trial test sites, customers, investment and other bankers, in each case at the expense of the Company, as the Executive determines is reasonably required in the performance of the Executive's responsibilities.

2. Term.

2.1 The Term of this Agreement will commence as of June 8, 2000 and will terminate at the close of business on June 7, 2003, unless sooner terminated in accordance with the provisions of this Agreement ("Initial Term"). Thereafter, the employment of the Executive shall continue for successive one-year periods (each such one year period being hereinafter referred to as a "Renewal Term") unless the Corporation or Executive shall give notice to the other at least three months prior to the end of the Term or any Renewal Term of the election of the Corporation or the Executive to terminate the employment of the Executive at the end of the Term or the then current Renewal Term.

3. Base Salary.

3.1 For all services performed by the Executive under this Agreement, the Executive shall be paid a base salary ("Base Salary") for the first twelve months of the Initial Term at the annual rate of $100,000. The Base Salary for subsequent years shall be the greatest of (i) one hundred five percent (105%) of the Base Salary for the prior calendar year; (ii) the product of the multiplication of the Base Salary during the calendar year immediately preceding by the sum of (y) one hundred percent plus (z) the amount (expressed as a percent) by which the most recently reported Consumer Price Index ("CPI") applicable to the Washington-Baltimore Metropolitan region is greater than the CPI for that same region for the prior twelve months; or (iii) the sum offered by the Board of Directors after a review taking into account corporate and individual performance, the Company's prospects and general business conditions.

3.2 Base Salary shall be paid in equal monthly or semi-monthly installments in keeping with the Company's standard payroll policies applicable to its senior executives.

4. Option to Acquire Bonus Shares.

4.1 The Company hereby grants to Executive as a bonus a non-qualified stock option to acquire fifty thousand (50,000) fully paid and non-assessable shares of common stock (the "Bonus Shares"), par value $0.01 per share (the "Common Stock") of the Company. The purchase price for each Bonus Share shall be $2.75 per share. The option granted hereby shall expire on June 7, 2010 (the "Expiration Date"), and subject to the other provisions of this Agreement regarding exercise rights in the event of termination of employment, may be exercised only while the Executive is employed by the Company.

4.2 The Company shall at all times reserve for issuance and/or delivery such number of shares of its Common Stock as shall be required for issuance or delivery as Bonus Shares. No fractional shares or scrip representing fractional shares shall be issued as Bonus Shares. Bonus Shares may not be sold or offered for sale in the absence of effective registration under such securities laws, or an opinion of counsel satisfactory to the Company that such registration is not required. Bonus Shares may be sold by the Executive in transactions permitted by the provisions of Rule 144 of the Securities Act of 1933. Bonus Shares shall bear an appropriate restrictive legend, referring to the provisions hereof.

5. Incentive Compensation.

5.1 As incentive compensation to Executive, the Company hereby grants to Executive non-qualified stock options to acquire from the Company, on an original issue basis, an aggregate of two hundred fifty thousand (250,000) fully paid and non-assessable shares of Common Stock (the "Incentive Shares") at the exercise prices designated below upon the achievement by the Company of the several corporate accomplishments (the "Milestones") listed below.

5.2 For purposes of this paragraph:

A. Corporate Milestones. The right to acquire Incentive Shares shall vest and thereafter be available for exercise in tranches as indicated herein if, and at any time after, the Company has achieved the first two of the following Class X Milestones:

> Execution and delivery of an agreement with one or more strategic partners to the Company providing for the marketing and distribution of any one of the Company's products related to its breast cancer treatment system. (Tranche: 50,000 shares).

> Execution and delivery of an agreement with one or more strategic partners to the Company providing for the marketing and distribution of any one of the Company's products related to treating chronic prostate enlargement condition, common in older males, known as benign prostatic hyperplasia ("BPH") (Tranche: 50,000 shares).

> Execution and delivery of an agreement with one or more strategic partners to the Company providing for the marketing and distribution of any one of the Company's products related to liposome compounds that can carry chemotherapy drugs to a tumor site and release their payload quickly when triggered by targeted heat. (Tranche: 50,000 shares).

Only 150,000 shares in the aggregate may be issued to the Executive with respect to Class X Milestones.

The right to acquire Incentive Shares shall be available in tranches as indicated herein if, and at any time after, the Company has achieved any of the following Class Y Milestones:

> Obtaining pre-marketing approval from the United States Food and Drug Administration for commercialization of the Company's BPH treatment system. (Tranche: 50,000 shares).

> Obtaining pre-marketing approval from the United States Food and Drug Administration for commercialization of the Company's breast cancer treatment system. (Tranche: 50,000 shares).

As a Class Z Milestone, the right to acquire Incentive Shares shall be available as to a tranche of 100,000 shares if, and at any time after, the Company has achieved net income of $1,000,000 or more for any fiscal year prior to the Expiration Date.

Nothing in this paragraph shall be read to mean that the Executive shall have the right hereunder to acquire, in the aggregate, more than two hundred fifty thousand (250,000) Incentive Shares.

B. Exercise Price. The exercise price payable per share for each stock option exercised upon or after the occurrence of a Milestone shall be as follows: Upon achieving the first Milestone, $2.75 per share; Upon achieving the second Milestone, $2.95 per share; Upon achieving the third Milestone, $3.15 per share; Upon achieving the fourth Milestone, $3.35 per share; and Upon achieving the fifth Milestone, $3.55 per share.

C. Acquisition of Incentive Shares. Subject to the limitations set forth in this Agreement, the Executive may exercise the option to acquire the Incentive Shares in tranches as set forth as each Milestone is achieved at any time on or after the date on which the applicable Milestone is achieved and so long as he is employed by the Company, but not later than the Expiration Date, upon notice to the Company at its principal office at 10220-1 Old Columbia Road, Columbia, MD 21046-1705, Attention: Spencer J. Volk, President and Chief Executive Officer (or at such other location as the Company may advise the Executive in writing). The notice shall be executed and delivered with the Purchase Form attached hereto duly filled in and signed and upon payment in cash or cashier's check of the aggregate Purchase Price for the number of shares which Executive is acquiring determined in accordance with the provisions hereof. If such date is a day on which banking institutions are authorized by law to close, then the Expiration Date shall be on the next succeeding day which shall not be such a day. Incentive Shares may be acquired without regard to the sequence in which the Milestones have been achieved. A Notice of Intention to acquire Incentive Shares shall be submitted by the Executive to the Company's

Board of Directors, identifying the Milestone achieved and the number of shares covered by the relevant tranche. The Board of Directors shall be deemed to have approved the relevant acquisition of Incentive Shares unless, within seventy two (72) hours of the submission of the Notice of Intention, the Board adopts a resolution determining that Incentive Shares may not be issued as to the Milestone identified in the Notice of Intention. In the absence of such a disaffirming resolution, Executive may acquire Incentive Shares thereafter by presentation of the Notice of Intention either to the Company or at the office of its stock transfer agent, if any, and accompanied by payment in cash or cash equivalent of the exercise price for the number of Incentive Shares specified in such Notice of Intention, together with all federal and state taxes applicable upon such exercise.

D. Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance such number of shares of its Common Stock as shall be required for issuance or delivery as Incentive Shares to the Executive upon achievement of the Milestones set forth herein.

E. Anti-Dilution Provisions.

(1) Adjustment of Number of Incentive Shares. Notwithstanding anything in this Section 5.2E to the contrary, in case the Company shall at any time issue Common Stock by way of dividend or other distribution on any stock of the Company or subdivide or combine the outstanding shares of Common Stock, the exercise price shall be proportionately decreased in the case of such issuance (on the day following the date fixed for determining shareholders entitled to

receive such dividend or other distribution) or decreased in the case of such subdivision or increased in the case of such combination (on the date that such subdivision or combination shall become effective).

(2) No Adjustment for Small Amounts. Anything in this Section 5.2E to the contrary notwithstanding, the Company shall not be required to give effect to any adjustment in the exercise price unless and until the net effect of one or more adjustments, determined as above provided, shall have required a change of the exercise price by at least one cent, but when the cumulative net effect of more than one adjustment so determined shall be to change the actual exercise price by at least one cent, such change in the exercise price shall thereupon be given effect.

(3) Number of Incentive Shares Adjusted. Upon any adjustment of the exercise price other than pursuant to Section 5.2E(1) hereof, the Executive shall thereafter (until another such adjustment) be entitled to purchase, at the new exercise price, the number of shares, calculated to the nearest full share, obtained by multiplying the number of shares of Common Stock initially issuable upon achieving any Milestone by the exercise price in effect on the date hereof and dividing the product so obtained by the new exercise price.

F. Adjustments in the Event of a Recapitalization or Similar Transaction. In the event of a reclassification, recapitalization, stock split, reverse stock split, stock dividend or combination of shares, or other similar event, the number and class of shares issuable to the Executive upon exercise of the option to acquire either Bonus Shares or Incentive Shares shall be adjusted to reflect such event.

G. Acceleration Upon Change of Control. Notwithstanding any language to the contrary contained herein, if this Agreement is in effect at the time of the occurrence of a "Change of Control" event, the options to acquire Incentive Shares shall automatically vest 100% and immediately become exercisable upon the occurrence of the Change of Control event. For purposes of this Agreement, Change of Control event has the meaning set forth in Section 11.1 hereof.

6. Reimbursement for Expenses.

6.1 Company shall reimburse Executive for all reasonable out-of-pocket expenses paid or incurred by him in the course of his employment, upon presentation by Executive of valid receipts or invoices therefor, utilizing procedures and forms for that purpose as established by Company from time to time.

7. Vacations.

7.1 Executive shall be entitled to reasonable vacations (which shall aggregate no less than four (4) weeks vacation with pay) during each consecutive twelve (12) month period commencing on the date hereof. Executive may not accumulate any vacation days which remain unused at the end of any year during the term hereof without the prior consent of Company.

8. Employee Benefit Programs, etc.

8.1 The Company will either provide the Executive or pay or reimburse the Executive for the cost of wireless telephone service and related equipment.

8.2 The Company shall provide the Executive at the Company's expense disability insurance providing for disability payments to the Executive, in a sum at least equal to 70% of his Base Salary then in effect, following a termination of Executive's employment hereunder as a result of Disability (as defined in Section 9.2 below). In the event such policy is not obtained, Executive shall be entitled to participate in such disability plan(s) as are available to Company executives generally.

8.3 Subject to the Executive meeting the eligibility requirements of each respective plan, Executive shall participate in and be covered by each pension, life insurance, accident insurance, health insurance, hospitalization and any other employee benefit plan of Company, as the case may be, made available generally from and after the date hereof to its respective senior executives, on the same basis as shall be available to such other executives without restriction or limitation by reason of this Agreement.

8.4 Nothing herein contained shall prevent the Company from at any time increasing the compensation herein provided to be paid to Executive, either permanently or for a limited period, or from paying bonuses and other additional compensation to Executive, whether or not based upon the earnings of the business of Company, or from increasing or expanding any employee benefit program applicable to the Executive, in the event the Company, in its sole discretion, shall deem it advisable so to do in order to recognize and compensate fairly Executive for the value of his services.

8.5 Nothing contained herein shall prevent the Company from at any time increasing the compensation provided herein to be paid to Executive, either permanently or for a limited period, or from paying bonuses and other additional

compensation to Executive, whether or not based upon the earnings of the business of Company, or from increasing or expanding any employee benefit program applicable to the Executive, in the event the Company, in its sole discretion, shall deem it advisable so to do in order to recognize and compensate fairly Executive for the value of his services.

9. Death or Disability.

9.1 If Executive shall die during the term hereof, this Agreement shall immediately terminate, except that Executive's legal representatives or designated beneficiaries shall be entitled to receive (i) the Base Salary due to Executive hereunder to the last day of the month following the month in which his death occurs, payable in accordance with the Company's regular payroll practices, (ii) all other benefits payable upon death under any employee benefit program or other insurance covering the Executive as of the date of death; and (iii) any stock option issued to acquire the Bonus Shares or Incentive Shares that was exercisable at the date of death may be exercised by the legal representative of the Executive's estate at any time or times during the period beginning on the date of death and ending one year after the date of death, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of death shall be forfeited.

9.2 In the event of the Disability of the Executive, as hereinafter defined, the Executive shall be entitled to continue to receive payment of his Base Salary (prorated as may be necessary) in accordance with the terms of Section 3 hereof through the last day of the third month following the month in which Executive's employment hereunder is terminated as a result of such Disability. At any time after the date of the Notice (as hereinafter defined) and during the continuance of the Executive's Disability, the Company may at any

time thereafter terminate Executive's employment hereunder by written notice to the Executive. The term "Disability" shall mean physical or mental illness or injury which prevents the Executive from performing his customary duties for the Company for a period of sixty (60) consecutive days or an aggregate period of one hundred twenty (120) days out of any consecutive twelve (12) months. The date of commencement of Disability shall be the date set forth in the notice (the "Notice") given by Company to the Executive at any time following a determination of Disability, which date shall not be earlier than the date the Notice is given by Company. A determination of Disability by Company shall be solely for the purposes of this Section 9.2 and shall in no way affect the Executive's status under any other benefit plan applicable to the Executive.

9.3 Upon the occurrence of a Disability, and unless the Executive's employment shall have been terminated as provided in Section 9.2, the Executive shall, during such time as he is continuing to receive Base Salary payments as set forth in Section 9.2, perform such services for Company, consistent with his duties under Section 1 hereof, as he is reasonably capable of performing in light of the condition giving rise to a Disability. All payments due under Section 9.2 shall be payable in accordance with Company's regular payroll practices. Any amount paid to Executive pursuant to this Agreement by reason of his Disability, shall be reduced by the aggregate amount of all monthly disability payments which the Executive is entitled to receive under all workers compensation plans, disability plans and accident, health or other insurance plans or programs maintained for the Executive by Company, by any company controlling, controlled by or under common control with, Company.

9.4 In the event the Executive's employment is terminated due to Disability, in addition to receipt of the Base Salary payments described in Section 9.2, any stock option issued to acquire the Bonus Shares or the Incentive Shares that was exercisable at the date of Disability may be exercised by the Executive or his legal representative at any time or times during the period beginning on the date of Disability and ending one year after the date of Disability, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of Disability shall be forfeited.

10. Termination for Cause.

10.1 The employment of the Executive may be terminated by the Company for Cause. For this purpose, "Cause" shall mean:

(i) an act constituting a felony and resulting or intended to result, directly or indirectly, in his gain or personal enrichment at the expense of the Company and its shareholders;

(ii) dishonest acts against the Company;

(iii) illegal drug use;

(iv) grossly or willfully neglecting to carry out his duties under this Agreement resulting in material harm to the Company.

The Executive's employment shall not be terminated for Cause under clauses (ii) or (iv) unless

(a) the Executive has received at least 5 days notice of a meeting of the Board of Directors at which meeting the Board shall

consider the existence of Cause, shall provide the Executive with an opportunity to be heard before the Board, and, following such consideration and hearing, the Board has determined, based upon credible evidence, that grounds for Cause exist; and

(b) the misconduct or breaches on which an assertion of Cause is based are not cured within 10 days thereafter if such misconduct or breaches are capable of being cured.

10.2 In the event of a termination for Cause, the Executive shall (a) be entitled to any unpaid Base Salary pro rated up to the date of termination, and (b) any stock options not exercised prior to the date of termination shall automatically be forfeited by the Executive, and the Executive shall have no further rights under this Agreement. Furthermore, the Executive shall be and remain subject to all provisions of Section 13 below for the period indicated therein.

11. Termination Upon Change of Control or by Company Without Cause.

11.1 A "Change in Control" shall occur: (A) if any Person, or combination of Persons (as hereinafter defined), or any affiliate of any of the above, is or becomes the "beneficial owner" (as defined in Rule l3d-3 promulgated under the Securities Exchange Act of 1934) directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the total number of outstanding shares of common stock of the Company; (B) if individuals who, at the date of this Agreement, constitute the Board (the "Incumbent Directors") cease, for any reason, to constitute at least a majority thereof, provided that any new director whose election was approved by a vote of at least 75% of the Incumbent Directors shall be treated as an Incumbent Director; or (C) the Company sells substantially all of its assets to a purchaser other than a subsidiary. For purposes hereof, "person" shall mean any individual, partnership, joint venture, association, trust, or other entity, including a "group" as referred to in section 13(d)(3) of the Securities Exchange Act of 1934.

11.2 If there occurs a Change in Control, and if there subsequently occurs a material adverse change, without the Executive's written consent, in the Executive's working conditions or status, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, duties or responsibilities, or a reduction in the level of support services or staff, then, whether or not such change would otherwise constitute a breach of this Agreement by the Company, this Agreement may be terminated by notice given by the Executive, specifying the Change of Control and significant adverse change or changes.

11.3 Upon the termination of this Agreement in accordance with Section 11.2 above, the Executive will be entitled, without any duty to mitigate damages, to:

(a) All unpaid Base Salary pro-rated up to the date of termination; and

(b) The opportunity to exercise any stock option issued to acquire the Bonus Shares or Incentive Shares that was exercisable at the date of termination may be exercised by the Executive at any time or times during the period beginning on the effective date of termination and ending one year after the date of termination, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable upon the effective date of termination shall be forfeited;

(c) A severance payment equal to 2.99 times the Base Salary in effect on the date of termination; and

(d) All benefits available under the Company's employee benefit programs, to the extent applicable to senior executives voluntarily and amicably retiring from employment with the Company.

11.4 In the event that the Company shall actually or constructively terminate this Agreement during the Initial Term or any Renewal Term without cause (and with or without a Change of Control), the Executive shall be entitled to the same payments, compensation and rights as provided in the case of a termination by the Executive under Section 11.3.

11.5 The payments and any other compensation and benefits to which the Executive is entitled under this Section 11 shall be made available to the Executive no later than thirty (30) days after the date of any termination referred to in Section 11.2, 11.3 or 11.4. 11.6 In the event that Executive receives the payments and any other compensation and benefits referred to in this Section 11, he will be bound by the restrictive provisions of Section 13 for the period therein provided.

12. Termination by Executive.

12.1 If the Executive shall terminate his employment under this Agreement during the Initial Term without either (i) a Change of Control or (ii) the express written consent of the Company, then, for purposes of establishing

the rights of the Executive upon such termination, such termination shall be deemed the equivalent of a termination for Cause under Section 10.1, and the Executive shall have only those rights with regard to compensation as are set forth in Section 10.2, and the restrictive provisions of Section 13 below shall fully apply.

12.2 If the Executive shall terminate his employment under this Agreement during any Renewal Term without either (i) a Change of Control or (ii) the express written consent of the Company, then, for purposes of establishing the rights of the Executive upon such termination, the Executive shall be entitled to receive:

(a) All unpaid Base Salary pro-rated up to the date of termination; and

(b) for a period of thirty (30) days following the date of termination, to exercise any unexercised options to acquire Common Stock under Section 4 that was exercisable by the Executive on the date preceding the date of termination, but all unexercised options to acquire Common Stock under Section 5 shall be automatically forfeited on the effective date of termination of this Agreement.

12.3 In the case of a termination pursuant to Section 12.2, the restrictions set forth in Section 13 shall apply to Executive for the period therein stated.

13. Restrictive Covenants; Compensation.

13.1 During such time as this Agreement shall be in effect and, except as otherwise explicitly stated herein, for a period of three (3) years following the termination of Executive's employment with Cause, or one (1) year after

voluntary termination of this Agreement by Executive, and without the Company's prior written consent (which may be withheld for any reason or for no reason in Company's sole discretion), Executive shall not do anything in any way inconsistent with his duties to, or adverse to the interests of, the Company, nor shall Executive, directly or indirectly, himself or by or through a family member or otherwise, alone or as a member of a partnership or joint venture, or as a principal, officer, director, consultant, employee or stockholder of any other entity, compete with Company or be engaged in or connected with any other business competitive with that of Company any of its affiliates, except that Executive may own as a passive investment not more than five percent (5%) of the securities of any publicly held corporation that may engage in such a business competitive with that of Company or any of its Affiliates.

13.2 In view of the fact that Executive will be brought into close contact with many confidential affairs of Company and its Affiliates not readily available to the public, Executive agrees during the Term of this Agreement and thereafter:

(a) to keep secret and retain in the strictest confidence all non-public information about (i) research and development, test results, suppliers, venture or strategic partners, licenses and patents or patent applications, planned or existing products, know-how, financial condition and other financial affairs (such as costs, pricing, profits and plans for future development, methods of operation and marketing concepts) of Company and its Affiliates; (ii) the employment policies and plans of the Company and its Affiliates; and (iii) any other proprietary information relating to the Company and its

Affiliates, their operations, businesses, financial condition and financial affairs (collectively, the "Confidential Information") and, for such time as Company or any of its Affiliates is operating, Executive shall not disclose the Confidential Information to anyone not then an officer, director or authorized employee of Company or its Affiliates, either during or after the term of this Agreement, except in the course of performing his duties hereunder or with Company's express written consent or except to the extent that such confidential information can be shown to have been in the public domain through no fault of Executive; and

(b) to deliver to Company within ten days after termination of his services, or at any time Company may so request, all memoranda, notes, records, reports and other documents relating to Company or its Affiliates, businesses, financial affairs or operations and all property associated therewith, which he may then possess or have under his control.

13.3 Executive shall not at any time during the three-year period following the termination of his employment for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, (i) employ any individual who was employed by Company or any of its Affiliates at any time during the such period or during the 12 calendar months immediately preceding such termination, or (ii) in any way cause, influence or participate in the employment of any such individual by anyone else in any business that is competitive with any of the businesses engaged in by Company or any of its Affiliates.

13.4 Executive shall not at any time during the three-year period following the termination of his employment for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, directly or indirectly, either (i) persuade or attempt to persuade any customer or client of the Company or of any of its Affiliates to cease doing business with Company or with any Affiliate, or to reduce the amount of business it does with Company or with any of its Affiliates, or (ii) solicit for himself or any person other than Company or any of its Affiliates, the business of any individual or business which was a customer or client of Company or any of its Affiliates at any time during the eighteen month period immediately preceding such termination.

13.5 Executive acknowledges that the execution and delivery by him of the promises set forth in this Section 13 is an essential inducement to Company to enter into this Agreement, and that Company would not have entered into this Agreement but for such promises. Executive further acknowledges that his services are unique and that any breach or threatened breach by Executive of any of the foregoing provisions of this Section 13 cannot be remedied solely by damages. In the event of a breach or a threatened breach by Executive of any of the provisions of this Section 13, Company shall be entitled to injunctive relief restraining Executive and any business, firm, partnership, individual, corporation or other entity participating in such breach or attempted breach. Nothing herein, however, shall be construed as prohibiting Company from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and the immediate termination of the employment of Executive hereunder.

13.6 If any of the provisions of, or promises contained in, this Section 13 are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or the unenforceability in such other jurisdiction. If any provisions contained in this Section 13 are held to be unenforceable in any jurisdiction because of the duration or scope thereof, the parties hereto agree that the court making such determination shall have the power to reduce the duration and/or scope (if such provision, in its reduced form, shall be enforceable); provided, however, that the determination of such court shall not affect the enforceability, duration or scope of this Section 13 in any other jurisdiction.

14. Relationship of Parties.

Nothing herein contained shall be deemed to constitute a partnership between or a joint venture by the parties, nor shall anything herein contained be deemed to constitute either the Executive, the Company or any Affiliates the agent of the other except as is expressly provided herein. Neither Executive nor Company shall be or become liable or bound by any representation, act or omission whatsoever of the other party made contrary to the provisions of this Agreement.

15. Notices.

All notices and communications hereunder shall be in writing and delivered by hand or sent by registered or certified mail, postage and registration or certification fees prepaid, return receipt requested, or by overnight delivery such as Federal Express, and shall be deemed given when hand

delivered or upon three (3) business days after the date when mailed, or upon one (1) business day after delivery to an agent for overnight delivery, if sent in such manner, as follows:

If to Company: Celsion Corporation
10220-1 Old Columbia Road,
Columbia, Maryland 21046-1705
Attention: Board of Directors

With a copy to: Venable, Baetjer and Howard, LLP
Mercantile Bank and Trust Building
2 Hopkins Plaza, Suite 1800
Attn: Greg Cross

If to Executive: John Mon
c/o Celsion Corporation
10220-1 Old Columbia Road,
Columbia, Maryland 21046-1705

The foregoing addresses may be changed by notice given in the manner set forth in this Section 15.

16. Disputes. The parties shall attempt in good faith to resolve all claims, disputes and other disagreements arising hereunder by negotiation. In the event that a dispute between the parties cannot be resolved within thirty (30) days of written notice from one party to the other party, such dispute shall, at the request of either party, after providing written notice to the other party, be submitted to arbitration in Columbia, Maryland in accordance with the arbitration rules of the American Arbitration Association then in effect. The notice of arbitration shall specifically describe the claims, disputes or other matters in issue to be submitted to arbitration. The parties shall jointly select a single arbitrator who shall have the authority to hold hearings and to render a decision in accordance with the arbitration rules of

the American Arbitration Association. If the parties are unable to agree within ten (10) days, the arbitrator shall be selected by the Chief Judge of the Circuit Court for Howard County. The discovery rights and procedures provided by the Federal Rules of Civil Procedure shall be available and enforceable in the arbitration proceeding. The written decision of the arbitrator so appointed shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, and each party shall pay for and bear the cost of its own experts, evidence and legal counsel, unless the arbitrator rules otherwise in the arbitration. Both parties agree to use their best efforts to cause a final decision to be rendered with respect to the matter submitted to arbitration within sixty (60) days after its submission.

17. Miscellaneous.

17.1 This Agreement contains the entire understanding of the parties hereto with respect to the employment of Executive by Company during the term hereof, and the provisions hereof may not be altered, amended, waived, terminated or discharged in any way whatsoever except by subsequent written agreement executed by the party charged therewith. This Agreement supersedes all prior employment agreements, understandings and arrangements between Executive and Company pertaining to the terms of the employment of Executive. A waiver by either of the parties of any of the terms or conditions of this Agreement, or of any breach hereof, shall not be deemed a waiver of such terms or conditions for the future or of any other term or condition hereof, or of any subsequent breach hereof.

17.2 The provisions of this Agreement are severable, and if any provision of this Agreement is invalid, void, inoperative or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any circumstance, it shall nevertheless remain applicable to all other circumstances.

17.3 Company shall have the right to deduct and withhold from Executive's compensation the amounts required to be deducted and withheld pursuant to any present or future law concerning the withholding of income taxes. In the event that Company makes any payments or incurs any charges for Executive's account or Executive incurs any personal charges with Company, Company shall have the right and Executive hereby authorizes Company to recoup such payments or charges by deducting and withholding the aggregate amount thereof from any compensation otherwise payable to Executive hereunder.

17.4 This Agreement shall be construed and interpreted under the laws of the State of Maryland applicable to contracts executed and to be performed entirely therein.

17.5 The captions and section headings in this Agreement are not part of the provisions hereof, are merely for the purpose of reference and shall have no force or effect for any purpose whatsoever, including the construction of the provisions of this Agreement.

17.6 To the extent any provision of this Agreement contemplates action after termination hereof or creates a cause of action or claim on which action may be brought by either party, such provision, cause of action or claim shall survive termination of Executive's employment or termination of this Agreement.

17.7 Executive may not assign his rights nor delegate his duties under this Agreement; provided, however, that notwithstanding the foregoing this Agreement shall inure to the benefit of Executive's legal representatives, executors, administrators or successors and to the successors or assigns of Company.

17.8 Effective on the execution and delivery of this Agreement, each of the Company and the Executive agrees that all prior agreements between the parties, including without limitation, the Executive Employment Agreement dated as of June 8, 2000, as in effect prior to the date hereof, shall cease to be of any further legal force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Executive Employment Agreement effective as of the date first above written.

CELSION CORPORATION

By:/s/ Spencer J. Volk

Spencer J. Volk, President

/s/ John Mon

John Mon

AMENDED AND RESTATED
EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT, effective as of the 19th day of May, 2000, by and between Dennis Smith (the "Executive"), an individual residing at 12981 Folly Quarter Road, Ellicott City, Maryland 21042, and Celsion Corporation (the "Company"), a Maryland corporation with offices at 10220-1 Old Columbia Road, Columbia, Maryland 21046-1705.

W I T N E S S E T H:

WHEREAS, the Executive desire to be employed by the Company, and the Company desires that the Executive shall be employed by it and render services to it, and the Executive is willing to be so employed and to render services, all upon the terms and subject to the conditions set forth herein.

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

1. Employment, Duties and Acceptance.

1.1 The Company hereby employs Executive, and the Executive hereby accepts employment, for the term ("Term") set forth in Section 2 hereof, to render services to Company as the Vice President of Engineering of its Medical Systems Division. The Executive represents and warrants to the Company that he has full power and authority to enter into this Agreement and that he is not under any obligation of a contractual or other nature to any, person, firm or corporation which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair in any way the performance by Executive of his obligations hereunder.

1.2 The Executive will have general supervision over the research and development of the Medical Systems Division of the Company and its subsidiaries or affiliates (referred to collectively as "Affiliates") and will have such other duties and responsibilities, consistent with his position, as may reasonably be assigned to him by the Board of Directors. In addition, the Executive will serve as a senior officer of each of the Company's Affiliates. The Executive will report to the Chairman and Chief Science Officer of the Company. 1.3 The Executive shall devote all of his business time and effort to the business and affairs of the Company, and shall use his best efforts, skills, and abilities to promote the interests of the Company, except for reasonable vacations and during periods of illness or incapacity, but nothing contained in this Agreement shall prevent the Executive from engaging in charitable, community or other business activities provided they do not interfere with the regular performance of the Executive's duties and responsibilities under this Agreement.

1.4 Unless the Executive and the Company shall otherwise agree, the Executive's principal place of employment shall be in and around the Columbia, Maryland area, but the duties of the Executive shall include such visits to the Company's Affiliates, research and development partners, product and clinical trial test sites, customers, investment and other bankers, in each case at the expense of the Company, as the Executive determines is reasonably required in the performance of the Executive's responsibilities.

2. Term.

2.1 The Term of this Agreement will commence as of June 6, 2000 and will terminate at the close of business on May 31, 2003, unless sooner terminated in accordance with the provisions of this Agreement ("Initial Term"). Thereafter, the employment of the Executive shall continue for successive one-year periods (each such one year period being hereinafter referred to as a "Renewal Term") unless the Corporation or Executive shall give notice to the other at least three months prior to the end of the Term or any Renewal Term of the election of the Corporation or the Executive to terminate the employment of the Executive at the end of the Term or the then current Renewal Term. 3. Base Salary.

3.1 For all services performed by the Executive under this Agreement, the Executive shall be paid a base salary ("Base Salary") for the first twelve months of the Initial Term at the annual rate of $100,000. The Base Salary for subsequent years shall be the greatest of (i) one hundred five percent (105%) of the Base Salary for the prior calendar year; (ii) the product of the multiplication of the Base Salary during the calendar year immediately preceding by the sum of (y) one hundred percent plus (z) the amount (expressed as a percent) by which the most recently reported Consumer Price Index ("CPI") applicable to the Washington-Baltimore Metropolitan region is greater than the CPI for that same region for the prior twelve months; or (iii) the sum offered by the Board of Directors after a review taking into account corporate and individual performance, the Company's prospects and general business conditions.

3.2 Base Salary shall be paid in equal monthly or semi-monthly installments in keeping with the Company's standard payroll policies applicable to its senior executives.

4. Option to Acquire Common Stock.

4.1 The Company hereby grants to Executive as a bonus a non-qualified stock option to acquire one hundred thousand (100,000) fully paid and non-assessable shares of common stock (the "Bonus"), par value $0.01 per share (the "Common Stock") of the Company. The purchase price for each share of Common Stock acquired on exercise of the Bonus shall be $2.82. The options to acquire the 100,000 shares of Common Stock shall vest in accordance with the following vesting schedule: Executive may exercise his option to acquire thirty four thousand (34,000) shares on or after January 15, 2001, and thirty three thousand (33,000) shares on or after each of October 1, 2001, and October 1, 2002. If Executive is not employed by the Company at any of the three vesting dates, he shall no longer be entitled to exercise his option to acquire Common Stock vesting on or after such date. Subject to the limitations set forth in this Agreement, the Executive may exercise the stock options constituting the Bonus Shares, at any time prior to 5:00 PM (New York time) on November 27, 2010 (the "Expiration Date"), upon notice to the Company at its principal office at 10220-1 Old Columbia Road, Columbia, MD 21046-1705, Attention: Spencer Volk (or at such other location as the Company may advise the Executive in writing) which time all unexercised options shall expire and be of no further legal force or effect.

4.2 The Company shall at all times reserve for issuance and/or delivery such number of shares of its Common Stock as shall be required for issuance or delivery on exercise of the option granted as a Bonus. No fractional shares or

scrip representing fractional shares shall be issued when the option is exercised. Common Stock issued on exercise of the Bonus may not be sold or offered for sale in the absence of effective registration under such securities laws, or an opinion of counsel satisfactory to the Company that such registration is not required. Bonus Shares may be sold by the Executive in transactions permitted by the provisions of Rule 144 of the Securities Act of 1933. Bonus Shares shall bear an appropriate restrictive legend, referring to the provisions hereof.

5. Incentive Option Compensation.

5.1 As a form of incentive compensation to Executive, the Company hereby grants to Executive non-qualified stock options to acquire from the Company, on an original issue basis, an aggregate of one hundred fifty thousand (150,000) fully paid and non-assessable shares of Common Stock (the "Incentive Shares") at the exercise prices designated below upon the achievement by the Company of the several corporate accomplishments (the "Milestones") listed below.

5.2 For purposes of this paragraph:

A. Corporate Milestones. The right to acquire Incentive Shares shall vest and thereafter be available for exercise in tranches as indicated herein if, and at any time after, the Company has achieved the following Class X Milestones:

>Completion of engineering to permit the commercialization of the equipment for Company's BPH treatment system. (Tranche: 50,000 shares)

>Completion of engineering to permit the commercialization of the equipment for Company's breast cancer treatment system. (Tranche: 50,000 shares).

>Completion of development of prototype medical device for treating deep seated cancer. (Tranche: 50,000 shares).

B. Exercise Price. The exercise price payable per share for each stock option exercised upon or after the occurrence of a Milestone shall be as follows:

Upon achieving the first Milestone, $2.80 per share;

Upon achieving the second Milestone, $3.00 per share;

Upon achieving the third Milestone, $3.20 per share.

C. Acquisition of Incentive Shares. Subject to the limitations set forth in this Agreement, Executive may exercise the option to acquire the Incentive Shares in tranches as set forth as each Milestone is achieved at any time on or after the date on which the applicable Milestone is achieved and so long as he is employed by the Company, but not later the Expiration Date, upon which notice to the Company at its principal office at 10220-1 Old Columbia Road, Columbia, MD 21046-1705, Attention: Spencer J. Volk, President and Chief Executive Officer (or at such other location as the Company may advise the Executive in writing). The notice shall be executed and delivered with the Purchase Form attached hereto duly filled in and signed and upon payment in cash or cashier's check of the aggregate Purchase Price for the number of shares

which Executive is acquiring determined in accordance with the provisions hereof. If such date is a day on which banking institutions are authorized by law to close, then the Expiration Date shall be on the next succeeding day which shall not be such a day. The option to acquire Incentive Shares may be exercised without regard to the sequence in which the Milestones have been achieved. A Notice of Exercise of the option to acquire Incentive Shares shall be submitted by the Executive to the Company's Board of Directors, identifying the Milestone achieved and the number of shares covered by the relevant tranche. The Board of Directors shall be deemed to have approved the exercise of the option to acquire Incentive Shares unless, within seventy two (72) hours of the submission of the Notice of Exercise, the Board adopts a resolution determining that exercise of the option to acquire Incentive Shares is not agreed as to the Milestone identified in the Notice of Exercise. In the absence of such a disaffirming resolution, Executive may acquire Common Stock thereafter by presentation of the Notice of Exercise either to the Company or at the office of its stock transfer agent, if any, and accompanied by payment in cash or cash equivalent of the exercise price for the number of shares of Common Stock specified in such Notice of Exercise, together with all federal and state taxes applicable upon such exercise.

D. Reservation of Shares. The Company hereby agrees that at all times there shall be reserved for issuance such number of shares of its Common Stock as shall be required for issuance or delivery to the Executive upon achievement of the Milestones set forth herein.

E. Anti-Dilution Provisions.

(1) Adjustment of Number of Shares of Incentive Shares. Notwithstanding anything in this Section 5.2E to the contrary, in case the Company shall at any time issue Common Stock by way of dividend or other distribution on any stock of the Company or subdivide or combine the outstanding shares of Common Stock, the exercise price shall be proportionately decreased in the case of such issuance (on the day following the date fixed for determining shareholders entitled to receive such dividend or other distribution) or either decreased in the case of such subdivision or increased in the case of such combination (on the date that such subdivision or combination shall become effective).

(2) No Adjustment for Small Amounts. Anything in this Section 5.2E to the contrary notwithstanding, the Company shall not be required to give effect to any adjustment in the exercise price unless and until

the net effect of one or more adjustments, determined as above provided, shall have required a change of the exercise price by at least one cent, but when the cumulative net effect of more than one adjustment so determined shall be to change the actual exercise price by at least one cent, such change in the exercise price shall thereupon be given effect.

(3) Number of Shares of Common Stock Adjusted. Upon any adjustment of the exercise price other than pursuant to Section 5.2E(1) hereof, the Executive shall thereafter (until another such adjustment) be entitled to purchase, at the new exercise price, the number of shares, calculated to the nearest full share, obtained by multiplying the number of shares of Common Stock initially issuable upon achieving any Milestone by the exercise price in effect on the date hereof and dividing the product so obtained by the new exercise price.

F. Adjustments in the Event of a Recapitalization or Similar Transaction. In the event of a reclassification, recapitalization, stock split, reverse stock split, stock dividend or combination of shares, or other similar event, the number and class of shares issuable to the Executive upon exercise of the option to acquire either Bonus Shares or Incentive Shares shall be adjusted to reflect such event.

G. Acceleration Upon Change of Control. Notwithstanding any language to the contrary contained herein, if this Agreement is in effect at the time of the occurrence of a "Change of Control" event, the options to acquire Bonus Shares and Incentive Shares shall automatically vest 100% and immediately become exercisable upon the occurrence of the Change of Control event. For purposes of this Agreement, Change of Control event has the meaning set forth in Section 11.1 hereof.

6. Reimbursement for Expenses.

6.1 Company shall reimburse Executive for all reasonable out-of-pocket expenses paid or incurred by him in the course of his employment, upon presentation by Executive of valid receipts or invoices therefor, utilizing procedures and forms for that purpose as established by Company from time to time. In addition, the Company shall reimburse the Executive for up to twenty five thousand dollars ($25,000) in expenses (including relocation living expenses) incurred before the commencement of his employment to the extent that such expenses are involved in moving from his present residence to the area in or around the headquarters of the Company.

7. Vacations.

7.1 Executive shall be entitled to reasonable vacations (which shall aggregate no less than three (3) weeks vacation with pay) during each consecutive twelve (12) month period commencing on the date hereof. Executive may not accumulate any vacation days which remain unused at the end of any year during the term hereof without the prior consent of Company.

8. Employee Benefit Programs, etc.

8.1 Subject to the Executive's meeting the eligibility requirements of each respective plan, Executive shall participate in and be covered by each pension, life insurance, accident insurance, health insurance, hospitalization, disability insurance and any other employee benefit plan of Company, as the case may be, made available generally from and after the date hereof to its respective senior executives, on the same basis as shall be available to such other executives without restriction or limitation by reason of this Agreement.

8.2 Nothing herein contained shall prevent the Company from at any time increasing the compensation herein provided to be paid to Executive, either permanently or for a limited period, or from paying bonuses and other additional compensation to Executive, whether or not based upon the earnings of the business of Company, or from increasing or expanding any employee benefit program applicable to the Executive, in the event the Company, in its sole discretion, shall deem it advisable so to do in order to recognize and compensate fairly Executive for the value of his services.

9. Death or Disability.

9.1 If Executive shall die during the term hereof, this Agreement shall immediately terminate, except that Executive's legal representatives or designated beneficiaries shall be entitled to receive (i) the Base Salary due to Executive hereunder to the last day of the month following the month in which his death occurs, payable in accordance with the Company's regular payroll practices, (ii) all other benefits payable upon death under any employee benefit program or other insurance covering the Executive as of the date of death; and (iii) any stock option issued to acquire the Bonus shares or Incentive Shares

that was exercisable at the date of death may be exercised by the legal representative of the Executive's estate at any time or times during the period beginning on the date of death and ending one year after the date of death, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of death shall be forfeited.

9.2 In the event of the Disability of the Executive, as hereinafter defined, the Executive shall be entitled to continue to receive payment of his Base Salary (prorated as may be necessary) in accordance with the terms of Section 3 hereof through the last day of the sixth month following the month in which Executive's employment hereunder is terminated as a result of such Disability. At any time after the date of the Notice (as hereinafter defined) and during the continuance of the Executive's Disability, the Company may at any time thereafter terminate Executive's employment hereunder by written notice to the Executive. The term "Disability" shall mean physical or mental illness or injury which prevents the Executive from performing his customary duties for the Company for a period of thirty (30) consecutive days or an aggregate period of ninety (90) days out of any consecutive twelve (12) months. The date of commencement of Disability shall be the date set forth in the notice (the "Notice") given by Company to the Executive at any time following a determination of Disability, which date shall not be earlier than the date the Notice is given by Company. A determination of Disability by Company shall be solely for the purposes of this Section 9.2 and shall in no way affect the Executive's status under any other benefit plan applicable to the Executive.

9.3 Upon the occurrence of a Disability, and unless the Executive's employment shall have been terminated as provided in Section 9.2, the Executive shall, during such time as he is continuing to receive Base Salary payments as

set forth in Section 9.2, perform such services for Company, consistent with his duties under Section I hereof, as he is reasonably capable of performing in light of the condition giving rise to a Disability. All payments due under Section 9.2 shall be payable in accordance with Company's regular payroll practices. Any amount paid to Executive pursuant to this Agreement by reason of his Disability, shall be reduced by the aggregate amount of all monthly disability payments which the Executive is entitled to receive under all workers compensation plans, disability plans and accident, health or other insurance plans or programs maintained for the Executive by Company, by any company controlling, controlled by or under common control with, Company.

9.4 In the event the Executive's employment is terminated due to Disability, in addition to receipt of the Base Salary payments described in Section 9.2, any stock option issued to acquire the Bonus shares or the Incentive Shares that was excisable at the date of Disability may be exercised by the Executive or his legal representative at any time or times, during the period beginning on the date of Disability and ending one year after the date of Disability, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of Disability shall be forfeited.

10. Termination for Cause.

10.1 The employment of the Executive may be terminated by the Company for Cause. For this purpose, "Cause" shall mean:

(i) insubordination or the deliberate failure or refusal to comply with the terms of this Agreement or to follow the

directions or policies of the Company, its executive officers or Board of Directors, which directions or policies are consistent with normal business practices and relate to the performance by Executive of his duties as an executive of Company in accordance with the provisions of this Agreement, and which failure or refusal shall remain uncured for fifteen (15) days after written notice thereof shall have been given to Executive; provided, however, that the foregoing right to cure shall not apply to any failure or refusal of a type substantially similar to a failure or refusal which was the subject of a previous notice under this clause (i);

(ii) the commission by Executive of an act of theft, dishonesty, embezzlement, vandalism, fraud or misappropriation against Company any subsidiary or affiliate of Company;

(iii) the conviction of Executive in any jurisdiction of a criminal act or acts committed by the Executive which constitute theft, embezzlement, vandalism, fraud, misappropriation, or dishonest acts against the Company;

(iv) any deliberate or intentional act or omission, the purpose of which is to materially damage the business or reputation of Company;

(v) incompetence, negligence or any misconduct by Executive in performing his duties or willfully neglecting to carry out his duties under this Agreement resulting in harm to the Company.

10.2 In the event of a termination for Cause, the Executive shall (a) be entitled to any unpaid Base Salary pro rated up to the date of termination, and (b) any stock options not exercised prior to the date of termination shall automatically be forfeited by the Executive, and the Executive shall have no further rights under this Agreement. Furthermore, the Executive shall be and remain subject to all provisions of Section 13 below for the period indicated therein.

11. Termination Upon Change of Control or by Company Without Cause.

11.1 A "Change in Control" shall occur: (A) if any Person, or combination of Persons (as hereinafter defined), or any affiliate of any of the above, is or becomes the "beneficial owner" (as defined in Rule l3d-3 promulgated under the Securities Exchange Act of 1934) directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of the total number of outstanding shares of common stock of the Company; (B) if individuals who, at the date of this Agreement, constitute the Board (the "Incumbent Directors") cease, for any reason, to constitute at least a majority thereof, provided that any new director whose election was approved by a vote of at least 75% of the Incumbent Directors shall be treated as an Incumbent Director; or (C) the Company sells substantially all of its assets to a purchaser other than a subsidiary. For purposes hereof, "person" shall mean any individual, partnership, joint venture, association, trust, or other entity, including a "group" as referred to in section 13(d)(3) of the Securities Exchange Act of 1934.

11.2 If there occurs a Change in Control, and if there subsequently occurs a material adverse change, without the Executive's written consent, in the Executive's working conditions or status, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, duties or responsibilities, or a reduction in the level of support services or staff, then, whether or not such change would otherwise constitute a breach of this Agreement by the Company, this Agreement may be terminated by notice given by the Executive, specifying the Change of Control and significant adverse change or changes.

11.3 Upon the termination of this Agreement in accordance with Section 11.2 above, the Executive will be entitled, without any duty to mitigate damages, to:

(a) All unpaid Base Salary pro-rated up to the date of termination; and

(b) The opportunity to exercise any stock option issued to acquire the Bonus Shares or Incentive Shares that was exercisable at the date of termination may be exercised by the Executive at any time or times during the period beginning on the effective date of termination and ending one year after the date of termination, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable upon the effective date of termination shall be forfeited;

(c) A severance payment equal to 2.99 times the Base Salary in effect on the date of termination; and

(d) All benefits available under the Company's employee benefit programs, to the extent applicable to senior executives voluntarily and amicably retiring from employment with the Company.

11.4 In the event that the Company shall actually or constructively terminate this Agreement during the Initial Term or any Renewal Term without cause (and with or without a Change of Control), the Executive shall be entitled to the same payments, compensation and rights as provided in the case of a termination by the Executive under Section 11.3.

11.5 The payments and any other compensation and benefits to which the Executive is entitled under this Section 11 shall be made available to the Executive no later than thirty (30) days after the date of any termination referred to in Section 11.2, 11.3 or 11.4.

11.6 In the event that Executive receives the payments and any other compensation and benefits referred to in this Section 11, he will be bound by the restrictive provisions of Section 13 for the period therein provided.

12. Termination by Executive.

12.1 If the Executive shall terminate his employment under this Agreement during the Initial Term without either (i) a Change of Control, or (ii) the express written consent of the Company, then, for purposes of establishing the rights of the Executive upon such termination, such termination shall be deemed the equivalent of a termination for Cause under Section 10.1, and the Executive shall have only those rights with regard to compensation as are set forth in Section 10.1, and the restrictive provisions of Section 13 below shall fully apply.

12.2 If the Executive shall terminate his employment under this Agreement during any Renewal Term without the express written consent of the Company, then, for purposes of establishing the rights of the Executive upon such termination, the Executive shall be entitled (i) to receive all unpaid Base Salary pro-rated up to the date of termination, and (ii) for a period of ten (10) days following the date of termination, to exercise any unexercised option to acquire Common Stock under either Section 4 or Section 5 hereof that Executive could have exercised on the day preceding the date of termination.

12.3 In the case of a termination pursuant to Section 12.2, the restrictions set forth in Section 13 shall apply to Executive for the period therein stated.

13. Restrictive Covenants; Compensation.

13.1 During such time as this Agreement shall be in effect and, except as otherwise explicitly stated herein, for a period of three (3) years following the termination of Executive's employment with Cause, or one (1) year after voluntary termination of this Agreement by Executive, and without the Company's prior written consent (which may be withheld for any reason or for no reason in Company's sole discretion), Executive shall not do anything in any way inconsistent with his duties to, or adverse to the interests of, the Company, nor shall Executive, directly or indirectly, himself or by or through a family member or otherwise, alone or as a member of a partnership or joint venture, or as a principal, officer, director, consultant, employee or stockholder of any other entity, compete with Company or be engaged in or connected with any other

business competitive with that of Company or any of its affiliates, except that Executive may own as a passive investment not more than five percent (5%) of the securities of any publicly held corporation that may engage in such a business competitive with that of Company or any of its Affiliates.

13.2 In view of the fact that Executive will be brought into close contact with many confidential affairs of Company and its Affiliates not readily available to the public, Executive agrees during the Term of this Agreement and thereafter:

(a) to keep secret and retain in the strictest confidence all non-public information about (i) research and development, test results, suppliers, venture or strategic partners, licenses and patents or patent applications, planned or existing products, know-how, financial condition and other financial affairs (such as costs, pricing, profits and plans for future development, methods of operation and marketing concepts) of Company and its Affiliates; (ii) the employment policies and plans of the Company and its Affiliates; and (iii) any other proprietary information relating to the Company and its Affiliates, their operations, businesses, financial condition and financial affairs (collectively, the "Confidential Information") and, for such time as Company or any of its Affiliates is operating, Executive shall not disclose the Confidential Information to anyone not then an officer, director or authorized employee of Company or its Affiliates, either during or after the term of this Agreement, except in the course of performing his duties hereunder or with Company's express written consent or except to the extent that such confidential information can be shown to have been in the public domain through no fault of Executive; and

(b) to deliver to Company within ten days after termination of his services, or at any time Company may so request, all memoranda, notes, records, reports and other documents relating to Company or its Affiliates, businesses, financial affairs or operations and all property associated therewith, which he may then possess or have under his control.

13.3 Executive shall not at any time during the three-year period following the termination of his employment for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, (i) employ any individual who was employed by Company or any of its Affiliates at any time during the such period or during the 12 calendar months immediately preceding such termination, or (ii) in any way cause, influence or participate in the employment of any such individual by anyone else in any business that is competitive with any of the businesses engaged in by Company or any of its Affiliates.

13.4 Executive shall not at any time during the three-year period following the termination of his employment, for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, directly or indirectly, either (i) persuade or attempt to persuade any customer or client of the Company or of any of its Affiliates to cease doing business with Company or with any Affiliate, or to reduce the amount of business it does with Company or with any of its Affiliates, or (ii) solicit for himself

or any person other than Company or any of its Affiliates, the business of any individual or business which was a customer or client of Company or any of its Affiliates at any time during the eighteen month period immediately preceding such termination.

13.5 Executive acknowledges that the execution and delivery by him of the promises set forth in this Section 13 is an essential inducement to Company to enter into this Agreement, and that Company would not have entered into this Agreement but for such promises. Executive further acknowledges that his services are unique and that any breach or threatened breach by Executive of any of the foregoing provisions of this Section 13 cannot be remedied solely by damages. In the event of a breach or a threatened breach by Executive of any of the provisions of this Section 13, Company shall be entitled to injunctive relief restraining Executive and any business, firm, partnership, individual, corporation or other entity participating in such breach or attempted breach. Nothing herein, however, shall be construed as prohibiting Company from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and the immediate termination of the employment of Executive hereunder.

13.6 If any of the provisions of, or promises contained in, this Section 13 are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or the unenforceability in such other jurisdiction. If any provisions contained in this Section 13 are held to be unenforceable in any jurisdiction because of the duration or scope thereof, the parties hereto agree that the court making such determination shall have the

power to reduce the duration and/or scope (if such provision, in its reduced form, shall be enforceable); provided, however, that the determination of such court shall not affect the enforceability, duration or scope of this Section 13 in any other jurisdiction.

14. Relationship of Parties.

Nothing herein contained shall be deemed to constitute a partnership between or a joint venture by the parties, nor shall anything herein contained be deemed to constitute either the Executive, the Company or any Affiliates the agent of the other except as is expressly provided herein. Neither Executive nor Company shall be or become liable or bound by any representation, act or omission whatsoever of the other party made contrary to the provisions of this Agreement.

15. Notices.

All notices and communications hereunder shall be in writing and delivered by hand or sent by registered or certified mail, postage and registration or certification fees prepaid, return receipt requested, or by overnight delivery such as Federal Express, and shall be deemed given when hand delivered or upon three (3) business days after the date when mailed, or upon one (1) business day after delivery to an agent for overnight delivery, if sent in such manner, as follows:

If to Company: Celsion Corporation
10220-1 Old Columbia Road,
Columbia, Maryland 21046-1705.
Attention: Board of Directors

With a copy to: Venable, Baetjer and Howard, LLP
Mercantile Bank and Trust Building
2 Hopkins Plaza, Suite 1800
Baltimore, Maryland 21201
Attn: Greg Cross

If to Executive: Dennis Smith
12981 Folly Quarter Road
Ellicott City, Maryland 21042

The foregoing addresses may be changed by notice given in the manner set forth in this Section 15.

16. Disputes. The parties shall attempt in good faith to resolve all claims, disputes and other disagreements arising hereunder by negotiation. In the event that a dispute between the parties cannot be resolved within thirty (30) days of written notice from one party to the other party, such dispute shall, at the request of either party, after providing written notice to the other party, be submitted to arbitration in Columbia, Maryland in accordance with the arbitration rules of the American Arbitration Association then in effect. The notice of arbitration shall specifically describe the claims, disputes or other matters in issue to be submitted to arbitration. The parties shall jointly select a single arbitrator who shall have the authority to hold hearings and to render a decision in accordance with the arbitration rules of the American Arbitration Association. If the parties are unable to agree within ten (10) days, the arbitrator shall be selected by the Chief Judge of the Circuit Court for Howard County. The discovery rights and procedures provided by the Federal Rules of Civil Procedure shall be available and enforceable in the arbitration proceeding. The written decision of the arbitrator so appointed shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, and each party shall pay for and bear the cost of its own experts, evidence and legal counsel, unless the arbitrator rules

otherwise in the arbitration. Both parties agree to use their best efforts to cause a final decision to be rendered with respect to the matter submitted to arbitration within sixty (60) days after its submission.

17. Miscellaneous.

17.1 This Agreement contains the entire understanding of the parties hereto with respect-to the employment of Executive by Company during the term hereof, and the provisions hereof may not be altered, amended, waived, terminated or discharged in any way whatsoever except by subsequent written agreement executed by the party charged therewith. This Agreement supersedes all prior employment agreements, understandings and arrangements between Executive and Company pertaining to the terms of the employment of Executive. A waiver by either of the parties of any of the terms or conditions of this Agreement, or of any breach hereof, shall not be deemed a waiver of such terms or conditions for the future or of any other term or condition hereof, or of any subsequent breach hereof.

17.2 The provisions of this Agreement are severable, and if any provision of this Agreement is invalid, void, inoperative or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any circumstance, it shall nevertheless remain applicable to all other circumstances.

17.3 Company shall have the right to deduct and withhold from Executive's compensation the amounts required to be deducted and withheld pursuant to any present or future law concerning the withholding of income taxes. In the event that Company makes any payments or incurs any charges for Executive's account or Executive incurs any personal charges with Company,

Company shall have the right and Executive hereby authorizes Company to recoup such payments or charges by deducting and withholding the aggregate amount thereof from any compensation otherwise payable to Executive hereunder.

17.4 This Agreement shall be construed and interpreted under the laws of the State of Maryland applicable to contracts executed and to be performed entirely therein.

17.5 The captions and section headings in this Agreement are not part of the provisions hereof, are merely for the purpose of reference and shall have no force or effect for any purpose whatsoever, including the construction of the provisions of this Agreement.

17.6 To the extent any provision of this Agreement contemplates action after termination hereof or creates a cause of action or claim on which action may be brought by either party, such provision, cause of action or claim shall survive termination of Executive's employment or termination of this Agreement.

17.7 Executive may not assign his rights nor delegate his duties under this Agreement; provided, however, that notwithstanding the foregoing this Agreement shall inure to the benefit of Executive's legal representatives, executors, administrators or successors and to the successors or assigns of Company.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Executive Employment Agreement as of the date first above written.

CELSION CORPORATION

By:/s/Spencer J. Volk

Spencer J. Volk, President

/s/Dennis Smith

Dennis Smith

Celsion Corporation (the "Company")
10220-1 Old Columbia Road,
Columbia, Maryland 21046-1705.

May ___, 2000

Dennis Smith
4818 Lancashire Lane,
Tallahassee, Florida 32308

Dear Dennis:

In connection with your proposed Executive Employment Agreement with the Company, we agree that, if, during the course of your employment and at any time after you are entitled to exercise options granted under either Paragraph 4 or Paragraph 5 of your Agreement, you ask the Company for assistance in assembling resources to fund the exercise of those options, the Company will seek to assist you in negotiating a loan from one or more of the principal financial institutions with which the Company is then doing business (or from another source reasonably acceptable to you) to permit you to exercise your options to acquire either Bonus Shares or Incentive Shares. If, in connection with such borrowing, you are requested by the lending institution to pledge the Bonus Shares or the Incentive Shares that you will be acquiring on exercise of the option as collateral security for the benefit of the lender, your signature below confirms that you will pledge such shares to support your borrowing.

Very truly yours,
Celsion Corporation

By:_____
Spencer J. Volk
Chairman

Agreed:

- ------------------------------
Dennis Smith

FIRST AMENDMENT

The First Amendment, effective as of the date set forth above the signatures of the parties below, amends the Exclusive Patent License Agreement dated October 24, 1997 ("10/24/97 LICENSE AGREEMENT") between the Massachusetts Institute of Technology ("M.I.T."), a Massachusetts corporation having its principal office at 77 Massachusetts Avenue, Cambridge, Massachusetts, 02139, USA and Cheung Laboratories, Inc.

WHEREAS, in 1997 Cheung Laboratories, Inc. was renamed Celsion Corporation, a Maryland corporation having its principal office at 10220-I Old Columbia Road, Columbia, MD 21046-1705; and

WHEREAS, Celsion Corporation and M.I.T. wish to modify the provisions of the 10/24/97 LICENSE AGREEMENT.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereby agree to modify the 10/24/97 LICENSE AGREEMENT as follows:

1. Delete and replace Section 1.5 with the following:

On the EFFECTIVE DATE, "EXCLUSIVE FIELDS OF USE" shall mean FIELD OF USE ONE and FIELD OF USE TWO. This definition may be modified according to paragraphs 3.6 and 3.7.

2. Delete Sections 1.7 and 1.8 and replace Section 1.7 with the following:

"FIELD OF USE TWO" shall mean all other medical applications.

3. Delete and replace Section 1.13 with the following:

"LICENSEE" shall mean Celsion Corporation and shall include a related company of Celsion Corporation, the voting stock of which is directly or indirectly at least fifty percent (50%) owned or controlled by Celsion Corporation.

4. In Section 1.15, delete "4.1 (h), (i) or (j)" and replace with "4.1(d), 4.1(e)(i) and 4.1(e)(iii)."

5. In Sections 2.1 and 2.2, delete the words "FIELD OF USE ONE, FIELD OF USE TWO, AND FIELD OF USE THREE" and replace with "FIELD OF USE ONE and FIELD OF USE TWO."

6. In Section 2.3(b), delete "twelve (12) years" and replace with "eighteen (18) years."

7. Delete and replace Section 3.3 with the following

3.3 (a) In addition, pertaining to FIELD OF USE ONE, LICENSEE shall adhere to the following milestones:

i. as soon as possible, but in all events on or before July 1, 2004, LICENSEE shall make application to the FDA for PMA approval to commercial sale of a LICENSED PRODUCT and/or the commercial use of a LICENSED PROCESS and/or commercial performance of a LICENSED SERVICE in FIELD OF USE ONE; and

ii. as soon as possible, but in all events on or before June 1, 2005, LICENSEE shall make a first commercial sale of a LICENSED PRODUCT and/or a first commercial use of a LICENSED PROCESS and/or a first commercial performance of a LICENSED SERVICE in FIELD OF USE ONE.

(b) Pertaining to FIELD OF USE TWO, LICENSEE shall adhere to the following milestones:

(i) as soon as possible, but in all events on or before June 1, 2004, LICENSEE shall apply for FDA approval of an IDE for a LICENSED PRODUCT in FIELD OF USE TWO;

(ii) as soon as possible, but in all events on or before June 1, 2007, LICENSEE shall make application to the FDA for PMA approval to commercial sale of a LICENSED PRODUCT and/or the commercial use of a LICENSED PROCESS and/or commercial 1performance of a LICENSED SERVICE in FIELD OF USE TWO; and

(iii) as soon as possible, but in all events on or before June 1, 2008, LICENSEE shall make, a first commercial sale of a LICENSED PRODUCT and/or a first commercial use of a LICENSED PROCESS and/or a first commercial performance of a LICENSED SERVICE in FIELD OF USE TWO.

8. Delete and replace Section 3.4 with the following:

LICENSEE and its SUBLICENSEES shall make NET SALES according to the following schedule:

2005	$ (Confidential Treatment Requested)(1)
2006	$ (Confidential Treatment Requested)
2007	$ (Confidential Treatment Requested)
2008	and each year thereafter $ (Confidential Treatment Requested)

9. Delete Section 3.8

10. Delete and replace Section 4.1 with the following:

4.1 Consideration for Grant of Rights

(a) License Maintenance Fees. LICENSEE shall pay to M.I.T. license maintenance fees in the manner hereinafter provided to the end of the term of the PATENT RIGHTS or until this agreement may be terminated:

January 1, 1998	$10,000

(1) Confidential portions have been omitted and filed separately with the Commission.

January 1, 1999	$10,000
January 1, 2000	$25,000
January 1, 2001	$25,000
January 1, 2002	$25,000
January 1, 2003	$25,000
January 1, 2004	$25,000
January 1, 2005	$25,000
January 1, 2006	$50,000
And each January 1 of Every year thereafter	$50,000

This annual license maintenance fee is nonrefundable; however, the license maintenance fee may be credited to running royalties subsequently due on NET SALES earned during the same calendar year, if any. License maintenance fees paid in excess of running royalties due in such calendar year shall not be creditable to amounts due for future years.

(c) Running Royalties: LICENSEE shall pay to M.I.T. a running royalty on NET SALES in the amount of:

(i) (Confidential Treatment Requested) percent ((Confidential Treatment Requested) (2), if the LICENSED PRODUCTS, LICENSED PROCESSES or LICENSED SERVICES are either made or leased or sold in a country in which there is a valid, issued claim under the PATENT RIGHTS; AND

(ii) (Confidential Treatment Requested) percent ((Confidential Treatment Requested)%), if the LICENSED PRODUCTS, LICENSED PROCESSED or LICENSED SERVICES are neither made nor leased nor sold in a country in which there is a valid, issued claim under the PATENT RIGHTS, but which utilize the COPYRIGHT and/or practice or run the PROGRAM, as described in APPENDIX C.

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(2) Confidential portions have been omitted and filed separately with the Commission.

(d) Sharing of Sublicense Income. LICENSEE shall pay M.I.T. a total of (Confidential Treatment Requested) percent ((Confidential Treatment Requested) (3) of payments that LICENSEE receives from SUBLICENSEES in consideration of the sublicense of the rights granted LICENSEE under Section 2, excluding running royalties on NET SALES of SUBLICENSEES.

(e) Sharing of Other Income. LICENSEE shall pay M.I.T. a total of (Confidential Treatment Requested) percent ((Confidential Treatment Requested) %) of: (i) OTHER REVENUE (ii) MILESTONE PAYMENTS; and (iii) Payments that LICENSEE receives from MEDICAL SERVICE PROVIDERS in consideration for a fully paid up license and/or authorization to practice LICENSED PROCESSES and perform LICENSED SERVICES, excluding running royalties on NET SALES of MEDICAL SERVICES PROVIDERS.

11. In Section 5.2., delete paragraphs (e), (f), (g), (h), (i) and (j) and replace with the following:

e. Royalties due under paragraphs 4.1(c), (d) and (e); and

f. Names and addresses of all SUBLICENSEES and of all authorized MEDICAL SERVICE PROVIDERS.

12. In Section 6.3 (a), delete the phrase "paragraphs 4.1(a), (b), and (c)," and replace with "paragraph 4.1(a)." 13. In Section 6.3 (b), delete the phrase "paragraphs 4.1(d), (e), and (f)," and replace with "paragraph 4.1(c)."

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(3) Confidential portions have been omitted and filed separately with the Commission.

14. Delete and replace Section 11 with the following:

This Agreement is personal to LICENSEE and no rights or obligations may be assigned by LICENSEE without the prior written consent of M.I.T., except that LICENSEE may assign its rights and obligations under this Agreement to a successor in connection with the merger, consolidation, or sale of all or substantially all of its assets or that portion of its business to which this Agreement relates; provided however, that this Agreement shall immediately terminate if the proposed assignee fails to agree in writing to be bound by the terms and conditions of this Agreement on or before the effective date of the assignment.

15. Delete and replace APPENDIX A with the following:

APPENDIX A

PATENT RIGHTS ON APRIL 1, 2002

UNITED STATES PATENT RIGHTS

M.I.T. Case no. 5493L

U.S. Patent No. 5,251,645, Issued October 12, 1993, Entitled "Adaptive Nulling Hyperthermia Array."

M.I.T. Case no. 5672L

U.S. Patent No. 5,441,532, Issued August 15, 1995, Entitled "Adaptive Focusing and Nulling Hyperthermia Annular And Monopole Phased Array Applicators."

M.I.T. Case no. 6512L

U.S. Patent No. 5,540,737, Issued July 30, 1996, Entitled "Minimally Invasive Monopole Phased Array Hyperthermia Applicators For Treating Breast Carcinomas."

M.I.T. Case no. 7615L

U.S. Patent No. 5810888, Issued September 22, 1998, Entitled "Thermodynamic Adaptive Phased Array System For Activating Thermosensitive Liposomes In Targeted Drug Delivery."

FOREIGN PATENT RIGHTS
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M.I.T. Case No. 6512L

WO Patent Application Serial No. US94/13564, Filed November 22, 1994, Entitled, "Minimally Invasive Monopole Phased Array Hyperthermia Aplicators For Treating Breast Carcinomas". Dormant

CA Patent No. 2177280, Issued November 21, 2000, Entitled, "Minimally Invasive Monopole Phased Array Hyperthermia Applicators For Treating Breast Carcinomas."

EP Patent No. 0731721, Issued September 10, 1997, Entitled, "Minimally Invasive Monopole Phased Array Hyperthermia Applicators For Treating Breast Carcinomas."

GB Patent No. 0731721, Issued September 10, 1997, Entitled, "Minimally Invasive Monopole Phased Array Hyperthermia Applicators For Treating Breast Carcinomas."

DE Patent No. 0731721, Issued September 10, 1997, Entitled, "Minimally Invasive Monopole Phased Array Hyperthermia Applicators For Treating Breast Carcinomas."

HK Patent Application Serial No. 98101911, Filed November 22, 1994, Entitled, "Minimally Invasive Monopole Phased Array Hyperthermia Applicators For Treating Breast Carcinomas."

M.I.T. Case No. 7615L

CA Patent Application Serial No. 2294196, Filed June 25, 1998, Entitled "Thermodynamic Adaptive Phased Array System For Activating Thermosensitive Liposomes In Targeted Drug Delivery."

EP Patent Application Serial No. 98930502.4, Filed June 25, 1998, Entitled "Thermodynamic Adaptive Phased Array System For Activating Thermosensitive Liposomes In Targeted Drug Delivery."

CN Patent Application Serial No. 98808511.9, Filed June 25, 1998, Entitled "Thermodynamic Adaptive Phased Array System For Activating Thermosensitive Liposomes In Targeted Drug Delivery."

JP Patent Application Serial No. 11-505720, Filed June 25, 1998, Entitled "Thermodynamic Adaptive Phased Array System For Activating Thermosensitive Liposomes In Targeted Drug Delivery."

14. APPENDIX B shall be deleted and replaced with the following:

APPENDIX B

Foreign countries in which PATENT RIGHTS shall be filed, prosecuted and maintained in accordance with Article 6:

For M.I.T. Case No. 6512L: Canada, United Kingdom, Germany and Hong Kong. M.I.T. Case No. 7615L: Canada, China, Japan, Europe

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their duly authorized representatives.

The Effective Date of this First Amendment is May 23, 2002.

MASSACHUSETTS INSTITUTE OF TECHNOLOGY	CELSION CORPORATION
By: /s/ Lital Nelson	By: /s/ Anthony P. Deasey
Name: Lital Nelson	Name: Anthony P. Deasey
Title: Director, Technology Licensing Office	Title: Executive Vice President Finance & Administration

THIRD AMENDMENT TO THE LICENSE AGREEMENT

This Third Amendment to the License Agreement (The "Third Amendment") is made and entered into as of September 17, 2002 (the "Third Amendment Effective Date"), by and between Celsion Corporation (formerly known as Cheung Laboratories, Inc.), a Maryland corporation, having a principal place of business at 10220-I Old Columbia Road, Columbia, MD 21046 ("Celsion") and MMTC, Inc. a Delaware corporation, having a principal place of business at 12 Roszel Road, Suite A-203, Princeton, New Jersey 08450 ("MMTC").

WHEREAS, Celsion and MMTC have previously entered into that certain License Agreement dated August 23, 1996 as extended on April 11, 1997 (the "Original Agreement") pursuant to which Celsion licenses contain intellectual property from MMTC.

WHEREAS, the parties amended the Original Agreement by amendment dated November 25, 1997 ("First Amendment") and dated March 13, 1999 ("Second Amendment," the First Amendment, Second Amendment, Third Amendment and Original Agreement, collectively, the "Agreement") and

WHEREAS, the parties desire to amend the provisions of the Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All capitalized terms used herein shall have the meanings as assigned to such terms in the Agreement unless otherwise defined herein.

2. Additional Patent. The "Licensed Patents" listed on Appendix 1 shall include U.S. Patent No. 5,99219 dated November 30, 1999 and filed on August 20, 1998 (Fred Sterzer and Daniel Mawhinney - Method Employing a Tissue-Heating Balloon Catheter to Produce a "Biological Stent" in an Orifice or Vessel of a Patient's Body) and any patents issuing in any and all countries of the world corresponding to U.s. Patent No. 5,992,419, as well as any continuations, divisions, re-examinations and reissues thereof. Disclosed in U.s. Patent No. 5,992,419 are three embodiments of a method for determining the formation of a "Biological Stent" for permanently maintaining the widened bore portions of the urethra of a male patient undergoing treatment for a disease of the prostate.

3. Entire Agreement. This Third Agreement, together with the Original Agreement, First Amendment and Second Amendment, constitute the entire understanding and agreement of the parties with respect to the transactions contemplated herein and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such transactions.

4. Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of the State of New York, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the Third Amendment Effective Date.

CELSION CORPORATION	MMTC, INC.
By: /s/ Daniel Reale	By: /s/ Fred Sterzer
Name: Daniel Reale	Name: Fred Sterzer
Its: Executive Vice President	Its: President

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, effective as of January 15, 2002, by and between DR. WILLIAM E. GANNON, JR.(the "Executive"), an individual residing at 515 5th Street, N.E., Washington, D.C. 2002, and CELSION CORPORATION (the "Company"), a Maryland corporation with offices at 10220-1 Old Columbia Road, Columbia, Maryland 21046-1705.

W I T N E S S E T H:
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WHEREAS, the Executive desire to be employed by the Company, and the Company desires that the Executive shall be employed by it and render services to it, and the Executive is willing to be so employed and to render services, all upon the terms and subject to the conditions set forth herein.

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

1. Employment, Duties and Acceptance.

1.1 The Company hereby employs Executive, and the Executive hereby accepts employment, for the term ("Term") set forth in Section 2 hereof, to render services to Company as Medical Director and Vice President of Clinical Affairs. The Executive represents and warrants to the Company that he has full power and authority to enter into this Agreement and that he is not under any obligation of a contractual or other nature to any, person, firm or corporation which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair in any way the performance by Executive of his obligations hereunder.

1.2 The Executive will have general supervisory authority over the establishment and implementation of scientific strategies, initiatives, priorities, policies, protocols and clinical trials of the Company and its subsidiaries or affiliates (referred to collectively as "Affiliates"), and will have such other duties and responsibilities, consistent with his position, as may reasonably be assigned to him by the Board of Directors. In addition, the Executive will serve as a senior officer of each of the Company's Affiliates. The Executive will report to the President and Chief Executive Officer of the Company.

1.3 The Executive shall devote all of his business time and effort to the business and affairs of the Company, and shall use his best efforts, skills, and abilities to promote the interests of the Company, except for reasonable vacations and during periods of illness or incapacity, but nothing contained in this Agreement shall prevent the Executive from engaging in charitable, community or other business activities provided they do not interfere with the regular performance of the Executive's duties and responsibilities under this Agreement.

1.4 Unless the Executive and the Company shall otherwise agree, the Executive's principal place of employment shall be in and around the Columbia, Maryland area, but the duties of the Executive shall include such visits to the Company's Affiliates, research and development partners, and product and clinical trial test sites, in each case at the expense of the Company, as the Executive determines is reasonably required in the performance of the Executive's responsibilities.

2. Term.

2.1 The Term of this Agreement will commence as of January 15, 2002 and will terminate at the close of business on January 14, 2005, unless sooner terminated in accordance with the provisions of this Agreement ("Initial Term"). Thereafter, the employment of the Executive shall continue for successive one-year periods (each such one year period being hereinafter referred to as a "Renewal Term") unless the Corporation or Executive shall give notice to the other at least three months prior to the end of the Term or any Renewal Term of the election of the Corporation or the Executive to terminate the employment of the Executive at the end of the Term or the then current Renewal Term.

3. Compensation.

3.1 For all services performed by the Executive under this Agreement, the Executive shall be paid a base salary ("Base Salary") for the first twelve months of the Initial Term at the annual rate of $195,000. The Base Salary for subsequent years shall be the greatest of (i) one hundred five percent (105%) of the Base Salary for the prior calendar year; (ii) the product of the multiplication of the Base Salary during the calendar year immediately preceding by the sum of (y) one hundred percent plus (z) the amount (expressed as a percent) by which the most recently reported Consumer Price Index ("CPI") applicable to the Washington-Baltimore Metropolitan region is greater than the CPI for that same region for the prior twelve months; or (iii) the sum offered by the Board of Directors after a review taking into account corporate and individual performance, the Company's prospects and general business conditions.

3.2 Base Salary shall be paid in equal monthly or semi-monthly installments in keeping with the Company's standard payroll policies applicable to its senior executives.

3.3 The Executive shall also be eligible for an annual performance bonus of up to an amount equal to twenty five percent (25%) of Base Salary, the award of which shall be in the sole and absolute discretion of the Board based on such factors as the performance of the Executive, the performance of the Company, and the overall financial condition of the Company.

4. Option to Acquire Common Stock.

4.1 The Company hereby grants to Executive as a bonus (the "Bonus") a non-qualified stock option to acquire one hundred thousand (100,000) fully paid and non-assessable shares of common stock (the "Bonus Shares"), par value $0.01 per share (the "Common Stock") of the Company. The purchase price for each of the Bonus Shares acquired upon exercise of the options shall be $_____. The options to acquire the 100,000 shares of Common Stock shall vest in accordance with the following vesting schedule: Options to acquire fifty thousand (50,000) shares shall vest simultaneously with the execution of this Agreement, and options to acquire twenty five thousand (25,000) shares shall vest on each of the first and second anniversary dates of the effective date of this Agreement. If Executive is not employed by the Company on any of the two future vesting dates, he shall no longer be entitled to exercise his option to acquire Bonus Shares vesting on or after such date. Subject to the limitations set forth in this Agreement, the Executive may exercise the stock options constituting the Bonus Shares, at any time prior to 5:00 PM (New York time) on January 14, 2012

(the "Expiration Date"), upon notice to the Company at its principal office at 10220-1 Old Columbia Road, Columbia, MD 21046-1705, Attention: Anthony Deasey, Chief Financial Officer (or at such other location as the Company may advise the Executive in writing), after which time all unexercised options shall expire and be of no further legal force or effect.

4.2 The Company shall at all times reserve for issuance and/or delivery such number of shares of its Common Stock as shall be required for issuance or delivery upon exercise of the option granted as a Bonus. No fractional shares or scrip representing fractional shares shall be issued when the option is exercised. Common Stock issued on exercise of the Bonus may not be sold or offered for sale in the absence of effective registration under such securities laws, or an opinion of counsel satisfactory to the Company that such registration is not required. Bonus Shares may be sold by the Executive in transactions permitted by the provisions of Rule 144 of the Securities Act of 1933. Bonus Shares shall bear an appropriate restrictive legend, referring to the provisions hereof.

4.3 In case the Company shall at any time issue Common Stock by way of dividend or other distribution on any stock of the Company or subdivide or combine the outstanding shares of Common Stock, the exercise price shall be proportionately decreased in the case of such issuance (on the day following the date fixed for determining shareholders entitled to receive such dividend or other distribution) or either decreased in the case of such subdivision or increased in the case of such combination (on the date that such subdivision or combination shall become effective). The Company shall not be required to give effect to any adjustment in the exercise price unless and until the net effect

of one or more adjustments, determined as above provided, shall have required a change of the exercise price by at least one cent, but when the cumulative net effect of more than one adjustment so determined shall be to change the actual exercise price by at least one cent, such change in the exercise price shall thereupon be given effect. Upon any adjustment of the exercise price, the Executive shall thereafter (until another such adjustment) be entitled to purchase, at the new exercise price, the number of shares, calculated to the nearest full share, obtained by multiplying the number of shares of Common Stock issuable by the exercise price in effect on the date hereof and dividing the product so obtained by the new exercise price. In the event of a reclassification, recapitalization, stock split, reverse stock split, stock dividend or combination of shares, or other similar event, the number and class of shares issuable to the Executive upon exercise of the option to acquire either Bonus Shares shall be adjusted to reflect such event. Notwithstanding any language to the contrary contained herein, if this Agreement is in effect at the time of the occurrence of a "Change of Control" event, the options to acquire Bonus Shares shall automatically vest 100% and immediately become exercisable upon the occurrence of the Change of Control event. For purposes of this Agreement, Change of Control event has the meaning set forth in Section 11.1 hereof.

5. [RESERVED].

6. Reimbursement for Expenses.

6.1 Company shall reimburse Executive for all reasonable out-of-pocket expenses paid or incurred by him in the course of his employment, upon presentation by Executive of valid receipts or invoices therefor, utilizing procedures and forms for that purpose as established by Company from time to time.

7. Vacations.

7.1 Executive shall be entitled to reasonable vacations (which shall aggregate no less than four (4) weeks vacation with pay) during each consecutive twelve (12) month period commencing on the date hereof. Executive may not accumulate any vacation days which remain unused at the end of any year during the term hereof without the prior consent of Company.

8. Employee Benefit Programs, etc.

8.1 Subject to the Executive's meeting the eligibility requirements of each respective plan, Executive shall participate in and be covered by each pension, life insurance, accident insurance, health insurance, hospitalization, disability insurance and any other employee benefit plan of Company, as the case may be, made available generally from and after the date hereof to its respective senior executives, on the same basis as shall be available to such other executives without restriction or limitation by reason of this Agreement.

8.2 Nothing herein contained shall prevent the Company from at any time increasing the compensation herein provided to be paid to Executive, either permanently or for a limited period, or from paying bonuses and other additional compensation to Executive, whether or not based upon the earnings of the business of Company, or from increasing or expanding any employee benefit program applicable to the Executive, in the event the Company, in its sole discretion, shall deem it advisable so to do in order to recognize and compensate fairly Executive for the value of his services.

9. Death or Disability.

9.1 If Executive shall die during the term hereof, this Agreement shall immediately terminate, except that Executive's legal representatives or designated beneficiaries shall be entitled to receive (i) the Base Salary due to Executive hereunder to the last day of the month following the month in which his death occurs, payable in accordance with the Company's regular payroll practices, (ii) all other benefits payable upon death under any employee benefit program or other insurance covering the Executive as of the date of death; and (iii) any stock option issued to acquire the Bonus Shares that was exercisable at the date of death may be exercised by the legal representative of the Executive's estate at any time or times during the period beginning on the date of death and ending one year after the date of death, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of death shall be forfeited.

9.2 In the event of the Disability of the Executive, as hereinafter defined, the Executive shall be entitled to continue to receive payment of his Base Salary (prorated as may be necessary) in accordance with the terms of Section 3 hereof through the last day of the sixth month following the month in which Executive's employment hereunder is terminated as a result of such Disability. At any time after the date of the Notice (as hereinafter defined) and during the continuance of the Executive's Disability, the Company may at any time thereafter terminate Executive's employment hereunder by written notice to the Executive. The term "Disability" shall mean physical or mental illness or injury which prevents the Executive from performing his customary duties for the Company for a period of thirty (30) consecutive days or an aggregate period of ninety (90) days out of any consecutive twelve (12) months. The date of

commencement of Disability shall be the date set forth in the notice (the "Notice") given by Company to the Executive at any time following a determination of Disability, which date shall not be earlier than the date the Notice is given by Company. A determination of Disability by Company shall be solely for the purposes of this Section 9.2 and shall in no way affect the Executive's status under any other benefit plan applicable to the Executive.

9.3 Upon the occurrence of a Disability, and unless the Executive's employment shall have been terminated as provided in Section 9.2, the Executive shall, during such time as he is continuing to receive Base Salary payments as set forth in Section 9.2, perform such services for Company, consistent with his duties under Section I hereof, as he is reasonably capable of performing in light of the condition giving rise to a Disability. All payments due under Section 9.2 shall be payable in accordance with Company's regular payroll practices. Any amount paid to Executive pursuant to this Agreement by reason of his Disability, shall be reduced by the aggregate amount of all monthly disability payments which the Executive is entitled to receive under all workers compensation plans, disability plans and accident, health or other insurance plans or programs maintained for the Executive by Company, by any company controlling, controlled by or under common control with, Company.

9.4 In the event the Executive's employment is terminated due to Disability, in addition to receipt of the Base Salary payments described in Section 9.2, any stock option issued to acquire the Bonus Shares that was exercisable at the date of Disability may be exercised by the Executive or his legal representative at any time or times, during the period beginning on the date of Disability and ending one year after the date of Disability, or until

the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable at the date of Disability shall be forfeited.

10. Termination for Cause.

10.1 The employment of the Executive may be terminated by the Company for Cause. For this purpose, "Cause" shall mean:

(i) insubordination or the deliberate failure or refusal to comply with the terms of this Agreement or to follow the directions or policies of the Company, its executive officers or Board of Directors, which directions or policies are consistent with normal business practices and relate to the performance by Executive of his duties as an executive of Company in accordance with the provisions of this Agreement, and which failure or refusal shall remain uncured for fifteen (15) days after written notice thereof shall have been given to Executive; provided, however, that the foregoing right to cure shall not apply to any failure or refusal of a type substantially similar to a failure or refusal which was the subject of a previous notice under this clause (i);

(ii) the commission by Executive of an act of theft, dishonesty, embezzlement, vandalism, fraud or misappropriation against Company any subsidiary or affiliate of Company;

(iii) the conviction of Executive in any jurisdiction of a criminal act or acts committed by the Executive which constitute theft, embezzlement, vandalism, fraud, misappropriation, or dishonest acts against the Company;

(iv) any deliberate or intentional act or omission, the purpose of which is to materially damage the business or reputation of Company;

(v) incompetence, negligence or any misconduct by Executive in performing his duties or willfully neglecting to carry out his duties under this Agreement resulting in harm to the Company.

10.2 In the event of a termination for Cause, the Executive shall (a) be entitled to any unpaid Base Salary pro rated up to the date of termination, and (b) any stock options not exercised prior to the date of termination shall automatically be forfeited by the Executive, and the Executive shall have no further rights under this Agreement. Furthermore, the Executive shall be and remain subject to all provisions of Section 13 below for the period indicated therein.

11. Termination Upon Change of Control or by Company Without Cause.

11.1 A "Change in Control" shall occur: (A) if any Person, or combination of Persons (as hereinafter defined), or any affiliate of any of the above, is or becomes the "beneficial owner" (as defined in Rule l3d-3 promulgated under the Securities Exchange Act of 1934) directly or indirectly, of securities of the Company representing twenty-five percent (25%) or more of

the total number of outstanding shares of common stock of the Company; (B) if individuals who, at the date of this Agreement, constitute the Board (the "Incumbent Directors") cease, for any reason, to constitute at least a majority thereof, provided that any new director whose election was approved by a vote of at least 75% of the Incumbent Directors shall be treated as an Incumbent Director; or (C) the Company sells substantially all of its assets to a purchaser other than a subsidiary. For purposes hereof, "person" shall mean any individual, partnership, joint venture, association, trust, or other entity, including a "group" as referred to in section 13(d)(3) of the Securities Exchange Act of 1934.

11.2 If there occurs a Change in Control, and if there subsequently occurs a material adverse change, without the Executive's written consent, in the Executive's working conditions or status, including but not limited to a significant change in the nature or scope of the Executive's authority, powers, duties or responsibilities, or a reduction in the level of support services or staff, then, whether or not such change would otherwise constitute a breach of this Agreement by the Company, this Agreement may be terminated by notice given by the Executive, specifying the Change of Control and significant adverse change or changes.

11.3 Upon the termination of this Agreement in accordance with Section 11.2 above, the Executive will be entitled, without any duty to mitigate damages, to:

(a) All unpaid Base Salary pro-rated up to the date of termination; and

(b) The opportunity to exercise any stock option issued to acquire the Bonus Shares that was exercisable at the date of termination may be exercised by the Executive at any time or times during the period beginning on the effective date of termination and ending one year after the date of termination, or until the expiration of the stated term of such stock option, whichever period is shorter, and any stock option not exercisable upon the effective date of termination shall be forfeited;

(c) A severance payment equal to 2.99 times the Base Salary in effect on the date of termination; and

(d) All benefits available under the Company's employee benefit programs, to theextent applicable to senior executives voluntarily and amicably retiring from employment with the Company.

11.4 In the event that the Company shall actually or constructively terminate this Agreement during the Initial Term or any Renewal Term without cause (and with or without a Change of Control), the Executive shall be entitled to the same payments, compensation and rights as provided in the case of a termination by the Executive under Section 11.3.

11.5 The payments and any other compensation and benefits to which the Executive is entitled under this Section 11 shall be made available to the Executive no later than thirty (30) days after the date of any termination referred to in Section 11.2, 11.3 or 11.4.

11.6 In the event that Executive receives the payments and any other compensation and benefits referred to in this Section 11, he will be bound by the restrictive provisions of Section 13 for the period therein provided.

12. Termination by Executive.

12.1 If the Executive shall terminate his employment under this Agreement during the Initial Term without either (i) a Change of Control, or (ii) the express written consent of the Company, then, for purposes of establishing the rights of the Executive upon such termination, such termination shall be deemed the equivalent of a termination for Cause under Section 10.1, and the Executive shall have only those rights with regard to compensation as are set forth in Section 10.1, and the restrictive provisions of Section 13 below shall fully apply.

12.2 If the Executive shall terminate his employment under this Agreement during any Renewal Term without the express written consent of the Company, then, for purposes of establishing the rights of the Executive upon such termination, the Executive shall be entitled (i) to receive all unpaid Base Salary pro-rated up to the date of termination, and (ii) for a period of ten (10) days following the date of termination, to exercise any unexercised option to acquire Common Stock under either Section 4 or Section 5 hereof that Executive could have exercised on the day preceding the date of termination.

12.3 In the case of a termination pursuant to Section 12.2, the restrictions set forth in Section 13 shall apply to Executive for the period therein stated.

13. Restrictive Covenants; Compensation.

13.1 During such time as this Agreement shall be in effect and, except as otherwise explicitly stated herein, for a period of three (3) years following the termination of Executive's employment with Cause, or one (1) year after voluntary termination of this Agreement by Executive, and without the Company's

prior written consent (which may be withheld for any reason or for no reason in Company's sole discretion), Executive shall not do anything in any way inconsistent with his duties to, or adverse to the interests of, the Company, nor shall Executive, directly or indirectly, himself or by or through a family member or otherwise, alone or as a member of a partnership or joint venture, or as a principal, officer, director, consultant, employee or stockholder of any other entity, compete with Company or be engaged in or connected with any other business competitive with that of Company or any of its affiliates, except that Executive may own as a passive investment not more than five percent (5%) of the securities of any publicly held corporation that may engage in such a business competitive with that of Company or any of its Affiliates.

13.2 In view of the fact that Executive will be brought into close contact with many confidential affairs of Company and its Affiliates not readily available to the public, Executive agrees during the Term of this Agreement and thereafter:

(a) to keep secret and retain in the strictest confidence all non-public information about (i) research and development, test results, suppliers, venture or strategic partners, licenses and patents or patent applications, planned or existing products, know-how, financial condition and other financial affairs (such as costs, pricing, profits and plans for future development, methods of operation and marketing concepts) of Company and its Affiliates; (ii) the employment policies and plans of the Company and its Affiliates; and (iii) any other proprietary information relating to the Company and its Affiliates, their operations, businesses, financial condition and financial affairs (collectively, the "Confidential Information") and,

for such time as Company or any of its Affiliates is operating, Executive shall not disclose the Confidential Information to anyone not then an officer, director or authorized employee of Company or its Affiliates, either during or after the term of this Agreement, except in the course of performing his duties hereunder or with Company's express written consent or except to the extent that such confidential information can be shown to have been in the public domain through no fault of Executive; and

(b) to deliver to Company within ten days after termination of his services, or at any time Company may so request, all memoranda, notes, records, reports and other documents relating to Company or its Affiliates, businesses, financial affairs or operations and all property associated therewith, which he may then possess or have under his control.

13.3 Executive shall not at any time during the three-year period following the termination of his employment for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, (i) employ any individual who was employed by Company or any of its Affiliates at any time during the such period or during the 12 calendar months immediately preceding such termination, or (ii) in any way cause, influence or participate in the employment of any such individual by anyone else in any business that is competitive with any of the businesses engaged in by Company or any of its Affiliates.

13.4 Executive shall not at any time during the three-year period following the termination of his employment, for any reason whatsoever, including termination resulting from the natural expiration of the term of this Agreement, directly or indirectly, either (i) persuade or attempt to persuade any customer or client of the Company or of any of its Affiliates to cease doing business with Company or with any Affiliate, or to reduce the amount of business it does with Company or with any of its Affiliates, or (ii) solicit for himself or any person other than Company or any of its Affiliates, the business of any individual or business which was a customer or client of Company or any of its Affiliates at any time during the eighteen month period immediately preceding such termination.

13.5 Executive acknowledges that the execution and delivery by him of the promises set forth in this Section 13 is an essential inducement to Company to enter into this Agreement, and that Company would not have entered into this Agreement but for such promises. Executive further acknowledges that his services are unique and that any breach or threatened breach by Executive of any of the foregoing provisions of this Section 13 cannot be remedied solely by damages. In the event of a breach or a threatened breach by Executive of any of the provisions of this Section 13, Company shall be entitled to injunctive relief restraining Executive and any business, firm, partnership, individual, corporation or other entity participating in such breach or attempted breach. Nothing herein, however, shall be construed as prohibiting Company from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and the immediate termination of the employment of Executive hereunder.

13.6 If any of the provisions of, or promises contained in, this Section 13 are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalid portions or the unenforceability in such other jurisdiction. If any provisions contained in this Section 13 are held to be unenforceable in any jurisdiction because of the duration or scope thereof, the parties hereto agree that the court making such determination shall have the power to reduce the duration and/or scope (if such provision, in its reduced form, shall be enforceable); provided, however, that the determination of such court shall not affect the enforceability, duration or scope of this Section 13 in any other jurisdiction.

14. Relationship of Parties.

Nothing herein contained shall be deemed to constitute a partnership between or a joint venture by the parties, nor shall anything herein contained be deemed to constitute either the Executive, the Company or any Affiliates the agent of the other except as is expressly provided herein. Neither Executive nor Company shall be or become liable or bound by any representation, act or omission whatsoever of the other party made contrary to the provisions of this Agreement.

15. Notices.

All notices and communications hereunder shall be in writing and delivered by hand or sent by registered or certified mail, postage and registration or certification fees prepaid, return receipt requested, or by overnight delivery such as Federal Express, and shall be deemed given when hand delivered or upon three (3) business days after the date when mailed, or upon

one (1) business day after delivery to an agent for overnight delivery, if sent in such manner, as follows:

If to Company: Celsion Corporation
10220-1 Old Columbia Road,
Columbia, Maryland 21046-1705.
Attention: Anthony Deasey,
Chief Financial Officer

With a copy to: Venable, Baetjer and Howard, LLP
Mercantile Bank and Trust Building
2 Hopkins Plaza, Suite 1800
Baltimore, Maryland 21201
Attn: Greg Cross

If to Executive: Dr. William E. Gannon, Jr.
515 5th Street, N.E.
Washington, D.C. 20002

The foregoing addresses may be changed by notice given in the manner set forth in this Section 15.

16. Disputes. The parties shall attempt in good faith to resolve all claims, disputes and other disagreements arising hereunder by negotiation. In the event that a dispute between the parties cannot be resolved within thirty (30) days of written notice from one party to the other party, such dispute shall, at the request of either party, after providing written notice to the other party, be submitted to arbitration in Columbia, Maryland in accordance with the arbitration rules of the American Arbitration Association then in effect. The notice of arbitration shall specifically describe the claims, disputes or other matters in issue to be submitted to arbitration. The parties shall jointly select a single arbitrator who shall have the authority to hold hearings and to render a decision in accordance with the arbitration rules of

the American Arbitration Association. If the parties are unable to agree within ten (10) days, the arbitrator shall be selected by the Chief Judge of the Circuit Court for Howard County. The discovery rights and procedures provided by the Federal Rules of Civil Procedure shall be available and enforceable in the arbitration proceeding. The written decision of the arbitrator so appointed shall be conclusive and binding on the parties and enforceable by a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, and each party shall pay for and bear the cost of its own experts, evidence and legal counsel, unless the arbitrator rules otherwise in the arbitration. Both parties agree to use their best efforts to cause a final decision to be rendered with respect to the matter submitted to arbitration within sixty (60) days after its submission.

17. Miscellaneous.

17.1 This Agreement contains the entire understanding of the parties hereto with respect-to the employment of Executive by Company during the term hereof, and the provisions hereof may not be altered, amended, waived, terminated or discharged in any way whatsoever except by subsequent written agreement executed by the party charged therewith. This Agreement supersedes all prior employment agreements, understandings and arrangements between Executive and Company pertaining to the terms of the employment of Executive. A waiver by either of the parties of any of the terms or conditions of this Agreement, or of any breach hereof, shall not be deemed a waiver of such terms or conditions for the future or of any other term or condition hereof, or of any subsequent breach hereof.

17.2 The provisions of this Agreement are severable, and if any provision of this Agreement is invalid, void, inoperative or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any circumstance, it shall nevertheless remain applicable to all other circumstances.

17.3 Company shall have the right to deduct and withhold from Executive's compensation the amounts required to be deducted and withheld pursuant to any present or future law concerning the withholding of income taxes. In the event that Company makes any payments or incurs any charges for Executive's account or Executive incurs any personal charges with Company, Company shall have the right and Executive hereby authorizes Company to recoup such payments or charges by deducting and withholding the aggregate amount thereof from any compensation otherwise payable to Executive hereunder.

17.4 This Agreement shall be construed and interpreted under the laws of the State of Maryland applicable to contracts executed and to be performed entirely therein.

17.5 The captions and section headings in this Agreement are not part of the provisions hereof, are merely for the purpose of reference and shall have no force or effect for any purpose whatsoever, including the construction of the provisions of this Agreement.

17.6 To the extent any provision of this Agreement contemplates action after termination hereof or creates a cause of action or claim on which action may be brought by either party, such provision, cause of action or claim shall survive termination of Executive's employment or termination of this Agreement.

17.7 Executive may not assign his rights nor delegate his duties under this Agreement; provided, however, that notwithstanding the foregoing this Agreement shall inure to the benefit of Executive's legal representatives, executors, administrators or successors and to the successors or assigns of Company.

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

CELSION CORPORATION

By:/s/Anthony P. Deasey

Anthony Deasey, Chief Financial Officer

/s/William E. Gannon, Jr.

Dr. William E. Gannon, Jr.

May 8, 2002

PERSONAL AND CONFIDENTIAL

Mr. Anthony P. Deasey
Executive President Finance and Administration
And Chief Financial Officer
Celsion Corporation
10220-I Old Columbia Road
Columbia, Maryland 21046

Dear Mr. Deasey:

1. Celsion Corporation (together with any present and future subsidiaries and affiliates of Celsion Corporation, the "Company") hereby retains Legg Mason Wood Walker, Incorporated ("Legg Mason") to serve as financial advisor to the Company for the twelve month period commencing on May 1, 2002.

2. In such capacity, Legg Mason shall be available for advice, and shall advise the Company, with respect to such financial matters as the Company shall from time to time request, including matters relating to (a) strategic partnering opportunities related to its Microfocus BPH 800 ("BPH 800") product for the treatment of Benign Prostatic Hyperplasia, (b) the structure, timing, and financial terms of any such strategic partnering transaction for BPH 800, (c) alternative corporate structures that may be available to assist in maximizing shareholder value in connection with the research, development and commercialization of BPH 800 and or therapies or products that the Company is developing or plans to develop from time to time, (d) matters potentially impacting the Company related to any such transaction or series of transactions; and (e) future funding of the business.

3. In connection with our engagement, Legg Mason will develop, in consultation with the Company, a list of entities that Legg Mason believes might be potential strategic partners of the Company in connection with BPH 800. Legg Mason will initiate discussions with potential partners, participate in the negotiation of possible transactions and advise the Company as to negotiating strategy and other matters in connection therewith. The Company will furnish Legg Mason with such information and material regarding the Company as the Company has or reasonably can produce or obtain as Legg Mason may request in

connection with the performance of its obligations hereunder. Legg Mason will assist the Company in preparing a document or documents (collectively, "Documents") to describe the Company and its management, products and financial status for use in discussions with prospective partners. The Company represents and warrants that, except as it may specifically indicate in writing, all information made available to Legg Mason by the Company or contained in the Documents will, at all times during the period of the engagement of Legg Mason hereunder, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. The Company further represents and warrants that any projections provided to Legg Mason or contained in the Documents will have been prepared in good faith and will be based upon assumptions which in light of the circumstances under which they are made, are reasonable. The Company acknowledges and agrees that, in rendering its services hereunder, Legg Mason will be using and relying, without any independent investigation or verification thereof, on information that is or will be furnished to Legg Mason by or on behalf of the Company and on publicly available information, and Legg Mason will not in any respect be responsible for the accuracy or completeness of any of the foregoing kinds of information (included in the Documents or otherwise). The Company also acknowledges and agrees that Legg Mason will not undertake to make an independent appraisal of any of the assets of the Company or any of its subsidiaries or affiliates. The Company understands that, in rendering services hereunder, Legg Mason will also rely upon the advice of counsel to the Company and other advisors to the Company as to legal, tax and other matters relating to any transaction or proposed transaction contemplated by this Agreement.

4. For the purposes of this Agreement:

(a) A "Transaction" shall mean a Sale Event or a Financing (each as defined herein) involving the Company. A "Sale Event" shall mean any transaction or series or combination of transactions, other than in the ordinary course of trade or business, whereby, directly or indirectly, control of or a material interest in the Company or its subsidiaries or affiliates, or any of their respective businesses (a "Business") or any of

their respective assets (including, without limitation, the BPH 800), is transferred for consideration, including, without limitation, a sale or exchange of capital stock or assets, a lease of assets with or without a purchase option, a merger or consolidation, a recapitalization, a tender or exchange offer, a leveraged buy-out, the formation of a joint venture or partnership, or any similar transaction; provided that any transaction, or portion of a transaction, in which securities of the Company or any of its subsidiaries are issued or sold

by the Company shall constitute a Financing (as defined herein) and not a Sale Event . A "Financing" shall mean any transaction in which securities of the Company are issued or sold by the Company. For example, in a transaction in which (i) securities of the Company are issued to an investor and (ii) the investor subsequently purchases the BPH 800, the portion of the transaction in clause (i) above shall constitute a Financing and the portion of the transaction in clause (ii) above shall constitute a Sale Event. In no event will any one portion of a Transaction constitute both a Sale Event and a Financing.

(b) Except as provided in subsection 3(c) below, "consideration" shall mean the full transaction value of any Sale Event including, without limitation, the total value of all cash, securities, other property and any contingent, earned or other consideration paid or payable, directly or indirectly, by an acquiring party to a selling party or to a participant in the transaction in connection with a Sale Event. The value of any such securities (whether debt or equity) or other property or items of value shall be determined as follows: (i) the value of securities that are freely tradable in an established public market shall be the average of the high and low market prices of such securities on the ten (10) trading days ending on the trading day prior to the public announcement Sale Event; (ii) the value of securities which are not freely tradable or which have no established public market, or if the consideration utilized consists of property other than securities, the value of such securities or other property shall be the fair market value thereof and (iii) the sum of all lease payments. "Consideration" shall also include the face value of any indebtedness (except to trade creditors) to which the Sale Event is subject or to which the Company or its subsidiaries or affiliates (or portion thereof) to be sold remains obligated, or indebtedness that is assumed in connection therewith, and the value of any payments to be received by the principals of the Company for entering into non-compete or similar agreements. In the case of a recapitalization, "consideration" shall include the aggregate amount of indebtedness incurred or equity raised by the Company or a successor thereof in connection with such recapitalization. If any consideration to be paid is computed in a foreign currency, the value of such foreign currency shall, for purposes hereof, be converted into U.S. Dollars at the prevailing official exchange rate on the date or dates on which such consideration is paid.

5. Legg Mason shall develop, update and review with the Company on a regular basis a list (the "List") of parties which reasonably might be expected to be interested in a Transaction. In addition, the Company shall furnish to Legg Mason the names of all parties with which the Company has had contact regarding a Transaction during the term hereof, and shall refer to Legg Mason all parties who contact the Company or its subsidiaries, affiliates or representatives during the term hereof regarding a Transaction; all such additional parties shall be included on the List. Legg Mason shall contact only such parties on the List as the Company approves in advance of such contact.

6. As compensation for the services rendered by Legg Mason hereunder, the Company shall pay or cause Legg Mason to be paid as follows:

(a) An initial fee of $75,000, payable upon the execution of this Agreement. The initial fee shall be earned when paid and shall be nonrefundable, provided that such fee shall be credited against any fees that may be payable pursuant to subsection 6(b) below.

(b) If a Transaction occurs, or the parties to a Transaction reach a preliminary or definitive agreement in respect of such Transaction, either:

(i) during the term of Legg Mason's engagement hereunder, regardless of whether the party or parties to the Transaction were identified by Legg Mason or whether Legg Mason rendered advice concerning the Transaction, or

(ii) at any time during a period of 24 months following the effective date of termination of Legg Mason's engagement hereunder, and the Transaction involves a party included (or which should have been disclosed to Legg Mason pursuant to Section 5) on the List,

then, upon consummation of the Transaction, the Company shall pay to Legg Mason (X) if the Transaction is a Sale Event the following percentages of the consideration involved in such Sale Event:

Consideration	Percentage
On the first $50 million	2.50%
Plus on the amount between $50 million and $100 million	2.00%
Plus on the amount between $100 million and $200 million	1.50%

Plus on all amounts above $200 million 1.00%
or (Y) if the Transaction is a Financing, a fee equal to 6.00% of the aggregate gross amount of the Financing.

Provided that if the counter party to a Transaction with the Company is Boston Scientific Corporation or any of its subsidiaries or affiliates, the Company shall pay to Legg Mason the following percentages of the consideration involved, based on the amount of time elapsed between the date hereof and the execution of a definitive agreement containing the material terms of a Transaction.

In the event of a Sale:

Consideration	0-45 days	46 - 90 days	91+ days
On the first 50 million	2.0%	2.25%	2.5%
Plus on the amount between $50 million and $100 million	1.60%	1.80%	2.00%
Plus on the amount between $100 million and $200 million	1.20%	1.35%	1.50%
Plus on all amounts above $200 million	.80%	.70%	1.00%

In the event of a Financing:

	0-45 days	46 - 90 days	91+ days
Consideration	4.8%	5.4%	6.0%

(c) Compensation which is payable to Legg Mason pursuant to subsection 6(b) shall be paid by the Company to Legg Mason at the closing of a Transaction, provided that compensation with respect to a Sale Event attributable to that part of consideration which is contingent upon the occurrence of some future event (e.g., the realization of earnings projections) ("Contingent Consideration") or otherwise is deferred ("Deferred Consideration") shall be paid by the Company to Legg Mason at the time of receipt of such consideration.

(d) In the event that Contingent Consideration or Deferred Consideration described in subsection 6(c) above is payable by an individual, group or legal entity other than the Company, or by a successor to the Company, after the closing of a Sale Event, the

Company shall cause such individual, group, entity or successor to pay compensation payable to Legg Mason hereunder, or, at the closing, to enter into an agreement to pay such compensation to Legg Mason according to the terms hereof.

(e) In the event a Financing has occurred and the investor or investors in the Financing has or have a right (whether through an option, right of first refusal or otherwise) that it acquired during the term of this Agreement or within 24 months after termination thereof to acquire subsequently assets of the Company (including, without limitation, the BPH 800), a material interest in the Company or control of the Company, then the exercise of such right shall constitute a Sale Event hereunder, regardless of the amount of time that passes prior to such exercise, and the Company will pay to Legg Mason, upon consummation of the transaction, the fee specified in clause (X) of subsection 6(b) above with respect to such Sale Event. Any fee that has previously been paid under subsection 6(b) above shall be credited against any fee due under this subsection 6(e).

(f) The Company hereby grants Legg Mason a right of first refusal to represent the Company as its exclusive financial advisor, on the same terms and conditions as are contained in this Agreement, in the event a Financing has been consummated during the term hereof and within two years of the closing of the Financing the Company seeks to effect a Sale Event (other than a Sale covered by subsection 6(e) above). Nothing herein constitutes an obligation of Legg Mason to so represent the Company; provided, however, that in the event that Legg Mason does not exercise its right of first refusal within five (5) business days following notice from the Company that it is contemplating a Sale Event, such right of first refusal shall expire and be null and void and of no further force or effect.

7. In addition to the fees described in Section 6 above and the obligation of the Company to pay certain expenses set forth in Section 8 below, and whether or not any Transaction is consummated, the Company will pay all of Legg Mason's reasonable out-of-pocket expenses (including document and presentation material expenses and the fees and expenses of its counsel) incurred in negotiating the terms of and in carrying out its duties under this engagement. Upon request, Legg Mason will submit reasonable back-up documentation for all such expenses. Such out-of-pocket expenses shall not exceed $25,000 without the Company's prior approval and shall be payable upon request by Legg Mason.

8. In connection with engagements of the nature covered by this Agreement, it is Legg Mason's practice to provide for indemnification, contribution, and limitation of liability. By signing this Agreement, the Company agrees to the provisions attached to this Agreement (Attachment A), which provisions are expressly incorporated by reference herein.

9. The Company represents and warrants to Legg Mason that this Agreement has been duly authorized and represents the legal, valid, binding and enforceable obligation of the Company and that neither this Agreement nor the consummation of the transactions contemplated hereby requires the approval or consent of any governmental or regulatory agency or violates any law, regulation, contract or order binding on the Company.

10. Except as contemplated by the terms hereof or as required by applicable law, Legg Mason shall keep confidential all material non-public information provided to it by or on behalf of the Company, and shall not disclose such information to any third party, other than such of its employees, affiliates, agents and advisors as Legg Mason reasonably determines to have a need to know in order to permit Legg Mason to discharge its obligations hereunder. The Documents and any other confidential information or data about the Company will be made available to a potential Transaction party only upon its execution of a confidentiality agreement prepared by Legg Mason and acceptable to the Company. Legg Mason will destroy all confidential information in its possession, including any and all documents prepared on the basis of or containing or reflecting any confidential information in the event that this engagement is terminated prior to consummation of a Transaction and, upon the Company's request, shall certify in writing to the Company that it has done so. Notwithstanding any such destruction or termination, Legg Mason shall continue to keep confidential any confidential information or data about the Company that it learns during the course of its engagement hereunder.

11. Legg Mason is being retained to serve as financial advisor solely to the Company, and it is agreed that the engagement of Legg Mason is not, and shall not be deemed to be, on behalf of, and is not intended to confer rights or benefits upon, any shareholder or creditor of the Company or its subsidiaries or upon any other person or entity. No one other than the Company is authorized to rely upon this engagement of Legg Mason or any statements, conduct or advice of Legg Mason, and no one other than the Company is intended to be a beneficiary of this engagement. All opinions, advice or other assistance (whether written or oral) given by Legg Mason in connection with this engagement are intended solely for the benefit and use of the Company and will be treated by the Company as confidential, and no opinion, advice or other assistance of Legg Mason shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public or other references to Legg Mason (or to such opinions, advice or other assistance) be made without the express prior written consent of Legg Mason.

12. The Company agrees that, following the closing or consummation of a Transaction, Legg Mason has the right to place advertisements in financial and other newspapers and journals at its own expense, describing its services to the Company hereunder, provided that Legg Mason will submit a copy of any such advertisements to the Company for its prior approval, which approval shall not unreasonably be withheld.

13. The term of this engagement will continue until the earliest of April 30, 2003, the closing or consummation of a Transaction or until terminated in the manner provided for in this Section. Either party may terminate Legg Mason's engagement hereunder at any time by giving the other party at least 30 days' prior written notice. Within 30 days after the effective date of any such termination, Legg Mason will deliver to the Company a copy of the List (as described in Section 5 above) as then constituted. The provisions of Sections 2, 6, 7, 8, 10 and 12 hereof shall survive any expiration or termination of this Agreement.

14. The Company represents and warrants that there are no brokers, representatives or other persons which have an interest in any compensation due to Legg Mason from any transaction contemplated herein.

15. The terms and provisions of this Agreement are solely for the benefit of the Company and Legg Mason and the other Indemnified Persons and their respective successors, assigns, heirs and personal representatives, and no other person or entity shall acquire or have any right by virtue of this Agreement. This Agreement represents the entire understanding between the Company and Legg Mason with respect to Legg Mason's engagement hereunder, and all prior discussions are merged herein. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland without regard to such state's principles of conflicts of laws, and may be amended, modified or supplemented only by written instrument executed by each of the parties hereto.

16. The parties hereby submit to the jurisdiction of and venue in the federal courts located in the City of Baltimore, Maryland in connection with any dispute related to this Agreement, any transaction contemplated hereby, or any other matter contemplated hereby.

If the foregoing correctly sets forth the entire understanding and agreement between Legg Mason and the Company, please so indicate in the space provided for that purpose below and return an executed copy to us, whereupon this letter shall constitute a binding agreement as of the date first above written.

Very truly yours,

LEGG MASON WOOD WALKER, INCORPORATED

By:_____
Scott R. Cousino
Managing Director

AGREED:

CELSION CORPORATION

By:_____
Anthony P. Deasey
Executive Vice President Finance and Administration
And Chief Financial Officer

ATTACHMENT A

LEGG MASON WOOD WALKER, INCORPORATED
INDEMNIFICATION, CONTRIBUTION AND
LIMITATION OF LIABILITY PROVISIONS

(a) The Company agrees to indemnify and hold harmless Legg Mason and its affiliates and their respective officers, directors, employees and agents, and any persons controlling Legg Mason or any of its affiliates within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934 (Legg Mason and each such other person or entity being referred to herein as an "Indemnified Person"), from and against all claims, liabilities, losses or damages (or actions in respect thereof) or other expenses (collectively, "Damages") which (A) are related to or arise out of (i) actions taken or omitted to be taken (including any untrue statements made or any statements omitted to be made) by the Company or its affiliates or (ii) actions taken or omitted to be taken by an Indemnified Person with the consent or in conformity with the actions or omissions of the Company or its affiliates or (B) are otherwise related to or arise out of Legg Mason's activities on behalf of the Company. The Company will not be responsible, however, Damages pursuant to clauses (A)(ii) or (B) of the preceding sentence which are finally judicially determined to have resulted primarily from such Indemnified Person's gross negligence or willful misconduct. In addition, the Company agrees to reimburse each Indemnified Person for all out-of-pocket expenses (including fees and expenses of counsel) actually and reasonably incurred as the are incurred by such Indemnified Person in connection with investigating, preparing, conducting or defending any such action or claim, whether or not in connection with enforcing the rights of such Indemnified Person under this Agreement, unless such Indemnified Person is not entitled to indemnification pursuant to the preceding sentence.

(b) If for any reason the foregoing indemnity is unavailable to an Indemnified Person or insufficient to hold an Indemnified Person harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such claim, liability, loss, damage or expense in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and Legg Mason on the other, but also the relative fault of the Company and Legg Mason, as well as any relevant equitable considerations, subject to the limitation that in any event the aggregate contribution of all Indemnified Persons to all losses, claims, liabilities, damages and expenses shall not exceed the amount of fees actually received by Legg Mason and its affiliates and their respective officers, directors, employees and agents, and any persons controlling Legg Mason or any of its affiliates pursuant to this Agreement. It is hereby further agreed that the relative benefits to the Company on the one hand and Legg Mason on the other with respect to any transaction or proposed transaction contemplated by this Agreement

shall be deemed to be in the same proportion as (i) the total value the transaction or proposed transaction bears to (ii) the fees paid to Legg Mason with respect to such transaction.

(c) No Indemnified Person shall have any liability to the Company or any other person in connection with the services rendered pursuant to this Agreement, except for any liability for losses, claims, damages or liabilities finally judicially determined to have resulted primarily from such Indemnified Person's bad faith, gross negligence or willful misconduct.

(d) If indemnification is to be sought hereunder by any Indemnified Person, then such Indemnified Person shall notify the Company of the commencement of any action or proceeding in respect thereof; provided, however, that the failure so to notify the Company shall not relieve the Company from any liability that it may otherwise have to such Indemnified Person except to the extent that such liability arises from such failure to notify. Following such notification, the Company may elect in writing to assume the defense of such action or proceeding, and, upon such election, it shall not be liable for any legal costs subsequently incurred by such Indemnified Person (other than reasonable costs of investigation) in connection therewith, unless (i) the Company has failed to provide counsel of recognized standing and reasonably satisfactory to such Indemnified Person in a timely manner or (ii) representation of such Indemnified Person by counsel provided by the Company could present such counsel with a conflict of interest.

(e) The Company agrees that it will not settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification may be sought from the Company by any Indemnified Person (whether any Indemnified Person is an actual or potential party to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Person hereunder from all liability arising out of such claim, action, suit or proceeding.

(f) To the extent officers or employees of Legg Mason appear as witnesses, are deposed, or otherwise are involved in or assist with any action, hearing or proceeding related to or arising from a Transaction or Legg Mason's engagement hereunder, the Company will pay Legg Mason, in addition to the fees set forth above, Legg Mason's customary per diem charges, In addition, if any Indemnified Person appears as a witness, is deposed or otherwise is involved in any action relating to or arising from a Transaction or Legg Mason's engagement hereunder, the Company will reimburse such Indemnified Person for all expenses (including fees and expenses of counsel) actually and reasonably incurred by it by reason of it or any of its personnel being involved in any such action unless the action, hearing or proceeding relates to or arises from Legg Mason's gross negligence or willful misconduct.

(g) The Company waives any right to a trial by jury with respect to any claim or action arising out of this Agreement or the actions of Legg Mason, and consents to personal jurisdiction, service of process and

venue in any court in which any claim covered by the provisions of this Attachment A may be brought against an Indemnified Person.

(h) The provisions of this Attachment A shall be in addition to any liability the Company may have to any Indemnified Person at common law or otherwise, and shall survive the expiration of the term of this Agreement and the closing of any sale of the Company.

CONSENT OF INDEPENDENT ACCOUNTANT

The Board of Directors
Celsion Corporation
Columbia, Maryland

We hereby consent to the inclusion of our report dated November 18, 2002 relating to the statements of financial condition of Celsion Corporation (the "Corporation") as of September 30, 2002 and 2001 and the related statements of operations, changes in stockholders' equity and cash flows for each of the years in the three-year period ended September 30, 2002 in the Corporation's Form 10-K for the year ending September 30, 2002 to be filed with the Securities and Exchange Commission.

/s/ Stegman & Company

Baltimore, Maryland
December 26, 2002

CELSION CORPORATION

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.

In connection with the Annual Report on Form 10-K for the Year Ended September 30, 2002 (the "Report") of Celsion Corporation, a Delaware corporation (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Augustine Y. Cheung, the Chief Executive Officer of the Company, certify, pursuant to and for purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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

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

By: /s/ Augustine Y. Cheung

Augustine Y. Cheung
President and Chief Executive Officer

December 27, 2002

CELSION CORPORATION

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.

In connection with the Annual Report on Form 10-K for the Year Ended September 30, 2002 (the "Report") of Celsion Corporation, a Delaware corporation (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Anthony P. Deasey, the Chief Financial Officer of the Company, certify, pursuant to and for purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

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

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

By: /s/ Anthony P. Deasey

Anthony P. Deasey
Executive Vice President -
Finance and Administration
and Chief Financial Officer

December 27, 2002