

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

**FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933**

SCYNEXIS, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

2834
(Primary Standard Industrial
Classification Code Number)

56-2181648
(I.R.S. Employer
Identification Number)

**3501 C Tricenter Boulevard
Durham, North Carolina 27713
(919) 544-8600**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price(1)(2)	Amount of Registration Fee(3)
Common Stock, \$0.001 par value per share	\$55,000,000	\$7,084

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.

(2) Includes offering price of any additional shares that the underwriters have the over-allotment option to purchase.

(3) Calculated pursuant to Rule 457(o) under the Securities Act of 1933, as amended, based on an estimate of the proposed maximum aggregate offering price.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell nor does it seek an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED FEBRUARY 27, 2014

PRELIMINARY PROSPECTUS

Shares



SCYNEXIS, Inc.

Common Stock

We are offering _____ shares of our common stock. This is our initial public offering and no public market currently exists for our common stock. We expect the initial public offering price to be between \$ _____ and \$ _____ per share. We have applied to list our common stock on the NASDAQ Global Market under the symbol "SCYX."

Investing in our common stock involves a high degree of risk. Please read “ [Risk Factors](#)” beginning on page 9 of this prospectus.

We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act of 2012, and are subject to reduced public company reporting requirements.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	\$ _____	\$ _____
Underwriting discounts and commissions(1)	\$ _____	\$ _____
Proceeds to SCYNEXIS, Inc., before expenses	\$ _____	\$ _____

(1) See “Underwriting” beginning on page 147 for a full description of compensation payable to the underwriters.

Delivery of the shares of common stock is expected to be made on or about _____, 2014. We have granted the underwriters an option for a period of 30 days to purchase an additional _____ shares of our common stock to cover over-allotments. If the underwriters exercise the option in full, the total underwriting discounts and commissions payable by us will be \$ _____, and the total proceeds to us, before expenses, will be \$ _____.

RBC CAPITAL MARKETS

CANACCORD GENUITY

JMP SECURITIES

Prospectus dated _____, 2014

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We and the underwriters have not authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is accurate only as of its date regardless of the time of delivery of this prospectus or of any sale of common stock.

Until and including _____, 2014 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Neither we nor the underwriters have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons who come into possession of this prospectus and any free writing prospectus in jurisdictions outside the United States are required to inform themselves about and to observe any restrictions as to this offering and the distribution of this prospectus and any free writing prospectus applicable to that jurisdiction.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus and does not contain all of the information that you should consider in making your investment decision. Before deciding to invest in our common stock, you should read this entire prospectus carefully, including the sections of this prospectus titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and related notes. Unless the context otherwise requires, references in this prospectus to the "company," "SCYNEXIS," "we," "us" and "our" refer to SCYNEXIS, Inc.

Overview

SCYNEXIS is a pharmaceutical company committed to the discovery, development and commercialization of novel anti-infectives to address significant unmet therapeutic needs. We are developing our lead product candidate, SCY-078, as a novel oral and intravenous (IV) drug for the treatment of serious and life-threatening invasive fungal infections in humans. SCY-078 has been shown to be effective *in vitro* and *in vivo* in animal studies against a broad range of *Candida* and *Aspergillus* fungal species, including drug resistant strains. These important pathogens account for approximately 85% of invasive fungal infections in the United States and Europe. SCY-078 was shown to be sufficiently safe and well-tolerated in multiple Phase 1 studies to support progression to Phase 2 studies. We anticipate that the first patient will be enrolled in the second half of 2014 in a Phase 2 study with an oral formulation of SCY-078 for the treatment of invasive *Candida* infection, a common and often fatal invasive fungal infection, and anticipate beginning studies with an IV formulation of SCY-078 in 2015.

We estimate that the annual worldwide market for systemic anti-fungal therapeutics, where we will target SCY-078, is approximately \$3.6 billion. Each year there are estimated to be over 600,000 confirmed cases of invasive fungal infections caused by various species of *Candida* and *Aspergillus*, two of the most serious fungal pathogens in the United States and Europe. The rapid progression of the disease and the high mortality rates associated with invasive fungal infections often result in treatments being administered in unconfirmed cases or as a preventative measure. For example we estimate that the total number of patients treated for invasive *Candida* infections to be approximately three to four times the number of confirmed cases. Also, there is increasing use of drugs that suppress the immune system, such as chemotherapies or drugs for auto-immune disease and transplantation, which has led to an increased rate of invasive fungal infections. Furthermore, the limited number of anti-fungal drug classes, consisting of azoles, echinocandins and polyenes, and their widespread use, has led to increased numbers of, and infections with, drug-resistant strains. The resulting pattern of infection, followed by treatment, followed by the development of resistance, followed by more infections is familiar to the medical community, as it has faced these same issues with multi-drug resistant bacterial infections such as methicillin-resistant *Staphylococcus aureus*, commonly known as MRSA.

SCY-078 represents a new chemical class of drugs designed to block an established target in infectious fungi. We have conducted studies of SCY-078 using animal models that were used in the development of previously approved anti-fungal drugs where these models were proven to be predictive of efficacy in humans. Using these well-established animal models, SCY-078 was shown to be highly active against *Candida* and *Aspergillus*. SCY-078 has shown potent *in vitro* activity against a large collection of medically relevant strains of *Candida* and *Aspergillus*, including multi-drug resistant strains that have been isolated from infected patients. Across seven Phase 1 studies, which included over 100 healthy human volunteers, SCY-078 achieved sustained blood concentrations at levels believed to be clinically relevant (those predicted to have a therapeutic effect) and was sufficiently safe and well tolerated to support progression to

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Phase 2 studies. We are developing both an IV and oral formulation of SCY-078 because patients are typically prescribed IV treatment in hospitals, and then are switched, or “stepped down,” to oral formulations when the patient shows sufficient improvement of symptoms. The availability of SCY-078 in both oral and IV formulations would allow patients to remain within the same drug class and potentially be discharged from the hospital sooner.

The increasing rates of bacterial and fungal infections and resistance to current therapies, along with associated high rates of mortality, led to the 2012 passage of the Generating Antibiotic Incentives Now (GAIN) Act in the United States. The GAIN Act established incentives for the development of new therapies for serious and life-threatening infections by making streamlined priority review and fast track processes available for drugs which the U.S. Food and Drug Administration, or FDA, designates as Qualified Infectious Disease Products, or QIDPs. The FDA has granted the oral form of SCY-078 QIDP status, which will provide for an additional five years of data exclusivity, providing an additional layer of protection from generic drug competition. We will submit an additional application to have the IV form of SCY-078 designated as a QIDP. In addition to data exclusivity, SCY-078 is covered by a composition of matter patent extending to 2030. We have exclusive worldwide rights to SCY-078 in the field of human health, and have licensed the rights in Russia and certain smaller non-core markets to R-Pharm, CJSC, or R-Pharm, a leading supplier of hospital drugs in Russia.

As the next step in the development of SCY-078, we plan to conduct a randomized Phase 2 study, and we anticipate that the first patient will be enrolled in the second half of 2014. This will be a three arm study comparing two doses of SCY-078 to current standard of care in patients with invasive *Candida* infections. We also intend to initiate studies with an IV formulation of SCY-078 in the first half of 2015.

If approved, we intend to market SCY-078 to hospitals and major medical centers, where physicians specializing in critical care, infectious disease specialists, and physicians treating immune-compromised patients, such as oncologists and those performing solid organ transplants and stem cell transplants are likely to be found and where invasive fungal infections are more prevalent.

Despite the increasing availability of generic azole drugs and the eventual availability of generic echinocandin drugs, we believe SCY-078, once commercialized, will achieve market acceptance at prices comparable to that of the top selling branded hospital-based antibiotics. We believe we can achieve branded pricing even with the increasing availability of generic drugs based on the following:

- *Drug resistant strains.* There are many invasive fungal strains resistant to azole drugs. High rates of morbidity and mortality, and extended hospital stays associated with infections from these resistant strains, will make a strong argument for use of a branded-priced anti-fungal drug which is effective against these resistant strains.
- *Alternative to echinocandins.* Physicians are reluctant to prescribe azoles in hospitals where azole resistance is prevalent, as an ineffective course of therapy can compromise the patient’s survival. Thus, in these settings, physicians often prescribe echinocandins; but echinocandins are only available in IV formulation. Subsequent step down to an oral azole to allow release from the hospital risks relapse of an azole resistant infection if the original pathogen was not identified and susceptibility determined, leading some physicians to keep patients on IV echinocandins for the full course of therapy. If successfully developed, SCY-078 would provide an attractive alternative to echinocandin therapy by offering an IV-to-oral step-down within a single therapeutic class, thereby facilitating earlier discharge from the hospital and the resultant reduced exposure to the risk of hospital-acquired infections.

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In addition to pursuing the development of SCY-078, we are planning to use our platform of enfumafungin derivatives and expertise to expand our anti-fungal portfolio. We also have clinical and preclinical programs based on the use of cyclophilin inhibitors to treat viral diseases, and provide contract research and development services, primarily in the field of animal health, which currently generate substantially all of our revenue. As a spinout from Aventis in 2000, we began as a chemistry and animal health services company, providing contract research services to third parties. Through the provision of these services, we built significant expertise in parasitic infections and drug discovery. In addition, while we have not previously fully developed our own compound, we have recently hired a Chief Medical Officer, Carole Sable, M.D., who has substantial experience in the field of anti-infective drug development, to assist us in taking SCY-078 through clinical development. We also have 38 scientists who have Ph.D. degrees and extensive pharmaceutical experience, including our CEO who prior to founding SCYNEXIS was involved in the discovery and development efforts that resulted in the approval of the anti-bacterial Synercid®. We intend to leverage this expertise in the development of SCY-078.

Our Corporate Strategy

Key elements of our strategy include:

- further develop SCY-078 to obtain regulatory approval in major commercial markets;
- commercialize SCY-078 in the United States through a focused, hospital-based sales force;
- contract with commercial partners to develop and commercialize SCY-078 outside of the United States; and
- leverage our strong scientific team and extensive in-house expertise in human and animal drug development to pursue the development of additional proprietary compounds.

Risk Factors Associated with Our Business

Our business is subject to numerous risks, as more fully described in the section entitled “Risk Factors” immediately following this prospectus summary. You should read these risks before you invest in our common stock. In particular, our risks include, but are not limited to, the following:

- historically, we have been a preclinical research services company devoting substantially all of our resources and efforts to providing research services to other companies, and we have only recently shifted our focus to developing our own drug candidates, primarily SCY-078;
- we have never fully developed our own product candidates and we have no products approved for commercial sale;
- we have never been profitable, and to date we have not generated any revenue from product sales. As a result, our ability to curtail our losses and reach profitability is unproven, and we may never achieve or sustain profitability;
- we expect a number of factors to cause our operating results to fluctuate on a quarterly and annual basis, which may make it difficult to predict our future performance;
- we may continue to require substantial additional capital, and if we are unable to raise capital when needed we would be forced to delay, reduce or eliminate our product development programs;
- the clinical studies of our product candidates, including SCY-078, may not meet their safety and efficacy end points, and even if they do, our product candidates may not receive regulatory approval, and without regulatory approval we will not be able to market our product candidates;

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- we have limited experience in conducting Phase 2 and Phase 3 clinical trials and have never submitted a new drug application, or NDA, before, and we may be unable to do so for SCY-078 or any future product candidate we may seek to develop;
- a significant use of anti-fungal drugs is treatment due to the presence of symptoms before diagnosis of the invasive fungal infections, and if a diagnostic tool is developed for the quick diagnosis of invasive fungal infections, the number of treatments using anti-fungal drugs may decrease significantly, decreasing the potential market for SCY-078; and
- we are substantially dependent on our agreement with Merial for generation of our revenue, and that agreement expires on December 31, 2014.

Corporate information

We were originally incorporated in Delaware in November 1999 as ScyRex, Inc. We subsequently changed our name to SCYNEXIS Chemistry & Automation, Inc. in April 2000 and to SCYNEXIS, Inc. in June 2002. Our principal executive offices are located at 3501 C Tricenter Boulevard, Durham, North Carolina 27713, and our telephone number is (919) 544-8600. Our website address is www.scynexis.com. The information contained on our website is not incorporated by reference into this prospectus, and you should not consider any information contained on, or that can be accessed through, our website as part of this prospectus or in deciding whether to purchase our common stock.

“SCYNEXIS,” our logo and other trade names, trademarks and service marks of SCYNEXIS appearing in this prospectus are the property of SCYNEXIS. Other trade names, trademarks, and service marks appearing in this prospectus are the property of their respective holders.

Implications of Being an Emerging Growth Company

We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act of 2012, or JOBS Act. As such, we are eligible for exemptions from various reporting requirements applicable to other public companies that are not emerging growth companies, including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 and reduced disclosure obligations regarding executive compensation. The JOBS Act also provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies. We intend to avail ourselves of all other exemptions.

We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of this offering, (b) in which we have total annual gross revenue of at least \$1.0 billion, or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common stock that is held by non-affiliates exceeds \$700 million as of the prior June 30th, and (2) the date on which we have issued more than \$1.0 billion in non-convertible debt securities during the prior three-year period.

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	The Offering
Common stock offered by us	shares
Common stock to be outstanding immediately after this offering	shares
Underwriters' over-allotment option	The underwriters have an option to purchase up to additional shares of common stock to cover over-allotments as described in "Underwriting."
Use of proceeds	<p>We estimate that the net proceeds from the issuance of our common stock in this offering will be approximately \$ million, or approximately \$ million if the underwriters exercise their over-allotment option in full, assuming an initial public offering price of \$ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.</p> <p>We intend to use approximately \$ million for clinical and preclinical costs associated with the completion of Phase 2 trials and the initiation of Phase 3 trials for our lead product candidate SCY-078, approximately \$15.0 million to pay down our credit facility as it becomes due, and the remainder for working capital, capital expenditures and other general corporate purposes. See "Use of Proceeds" for additional information.</p>
Risk factors	See "Risk Factors" beginning on page 9 and the other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in our common stock.
Proposed NASDAQ Global Market symbol	We intend to apply for listing of our common stock on the NASDAQ Global Market under the symbol "SCYX."
<p>The number of shares of our common stock to be outstanding after this offering is based on 45,956,071 shares of our common stock outstanding as of December 31, 2013 (including convertible preferred stock on an as-converted basis and the exercise of all outstanding common stock warrants issued with our convertible notes and convertible preferred stock), and excludes the following:</p> <ul style="list-style-type: none">□ 2,809,128 shares of our common stock issuable upon the exercise of stock options outstanding at a weighted-average exercise price of \$1.26 per share;□ 1,012,684 shares of our common stock reserved for future issuance under our 2009 Stock Option Plan;□ 5,250,000 shares of our common stock reserved for future issuance under our 2014 Equity Incentive Plan;	

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Summary Financial Data

The following tables summarize our financial data and should be read together with the sections in this prospectus titled “Selected Financial Data” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and related notes included elsewhere in this prospectus.

We have derived the statement of operations data for the years ended December 31, 2013 and 2012, and the balance sheet data as of December 31, 2013, from our audited financial statements included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results to be expected in the future.

	Year ended December 31,	
	2013	2012
(in thousands, except share and per share data)		
Statement of operations data:		
Total revenue	\$ 16,857	\$ 16,837
Cost of revenue	16,305	14,364
Gross profit	552	2,473
Operating expenses:		
Research and development	4,363	8,927
Selling, general and administrative	4,381	4,742
Gain on sale of asset	(988)	(3,412)
Total operating expenses	7,756	10,257
Loss from operations	(7,204)	(7,784)
Other (expense) income:		
Amortization of deferred financing cost and debt discount	(3,485)	(2,918)
Interest expense for beneficial conversion feature	(10,802)	—
Interest expense-related party	(892)	(747)
Interest expense	(192)	(225)
Derivative fair value adjustment	(7,886)	185
Other income	—	12
Total other expense	(23,257)	(3,693)
Net loss	(30,461)	(11,477)
Deemed dividend for beneficial conversion feature on Series D-2 convertible preferred stock	(4,232)	—
Deemed dividend for antidilution adjustments to convertible preferred stock	(6,402)	—
Accretion of convertible preferred stock	(5,714)	—
Net loss attributable to common stockholders	\$ (46,809)	\$ (11,477)
Net loss per share attributable to common stockholders:		
Basic and diluted	\$ (6.84)	\$ (1.73)
Basic and diluted, pro forma(1)	\$ (0.70)	—
Weighted average common shares outstanding:		
Basic and diluted	6,847,684	6,642,837
Basic and diluted, pro forma(1)	32,258,881	—
Stock-based compensation expense included above:		
Cost of revenue	\$ 45	\$ 103
Research and development	28	40
Selling, general and administrative	107	215

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- (1) Pro forma basic and diluted net loss per share have been calculated assuming the conversion of all outstanding shares of convertible preferred stock and the exercise of all common stock warrants issued with our convertible notes and convertible preferred stock into an aggregate of 39,139,890 shares of common stock as of the beginning of the applicable period or at the time of issuance, if later.

	As of December 31, 2013		
	Actual	Pro forma(1)	Pro forma as adjusted(2)(3)
	(in thousands)		
Balance sheet data:			
Cash and cash equivalents	\$ 1,402	\$ 1,454	\$
Working capital (deficit)	(15,524)	(15,472)	
Total assets	12,387	12,439	
Total stockholders' deficit	(108,109)	(8,700)	

- (1) The pro forma column reflects the conversion of all outstanding shares of our convertible preferred stock into an aggregate of 33,904,001 shares of common stock immediately prior to the closing of this offering. In addition, it reflects the exercise of all common stock warrants issued with our convertible notes and convertible preferred stock into an aggregate of 5,235,889 shares of common stock immediately prior to the closing of this offering and the resulting reclassification of a derivative liability of \$12.2 million related to those common stock warrants to reduce stockholders' deficit.
- (2) The pro forma as adjusted column reflects the pro forma adjustments described in footnote (1) above and the sale by us of _____ shares of common stock in this offering at an assumed initial public offering price of \$ _____ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.
- (3) A \$1.00 increase (decrease) in the assumed initial public offering price of \$ _____ per share would increase (decrease) each of pro forma as adjusted cash and cash equivalents, working capital and total assets by \$ _____ and decrease (increase) pro forma as adjusted total stockholders' deficit by \$ _____, assuming the number of shares we are offering, as set forth on the cover page of this prospectus, remains the same, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase (decrease) of _____ in the number of shares we are offering would increase (decrease) each of pro forma as adjusted cash and cash equivalents, working capital and total assets by approximately \$ _____ and decrease pro forma as adjusted stockholders' deficit by approximately \$ _____, assuming the assumed initial public offering price per share remains the same. The pro forma as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price, number of shares offered and other terms of this offering determined at pricing.

RISK FACTORS

Investing in our common stock involves a high degree of risk. Before you invest in our common stock, you should carefully consider the following risks, as well as general economic and business risks and all of the other information contained in this prospectus. Any of the following risks could have a material adverse effect on our business, operating results and financial condition and cause the trading price of our common stock to decline, which would cause you to lose all or part of your investment. When determining whether to invest, you should also refer to the other information contained in this prospectus, including our financial statements and the related notes thereto.

Risks Relating to Our Financial Condition and Need for Additional Capital

We have never been profitable, we have no products approved for commercial sale, and to date we have not generated any revenue from product sales. As a result, our ability to curtail our losses and reach profitability is unproven, and we may never achieve or sustain profitability.

We are not profitable and do not expect to be profitable in the foreseeable future. We have incurred net losses in each year since our inception, including net losses of approximately \$30.5 million and \$11.5 million for the years ended December 31, 2013 and 2012, respectively. As of December 31, 2013, we had an accumulated deficit of approximately \$113.3 million. Although we have generated revenues through our contract research and development services, these revenues have not been sufficient to support our business, and so in addition we have financed our operations through the sale of convertible preferred stock and convertible debt. We intend to devote a majority of our financial resources to the development of SCY-078, our lead product candidate, and to a much lesser extent to development of product candidates from our cyclophilin inhibitor platform. We have not generated any revenue from product sales. The report of our independent registered public accounting firm on our financial statements for the year ended December 31, 2012, includes an explanatory paragraph relating to our ability to continue as a going concern. We have suffered substantial losses from operations and require additional financing. Ultimately we need to generate additional revenues and attain profitable operations. These factors raise substantial doubt about our ability to continue as a going concern.

We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. The net losses we incur may fluctuate significantly from quarter to quarter. We anticipate that our expenses will increase substantially as we:

- continue the development of SCY-078;
- initiate clinical trials for SCY-078;
- seek marketing approvals for SCY-078;
- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- maintain, expand and protect our intellectual property portfolio;
- hire additional clinical, quality control and scientific personnel; and
- create additional infrastructure to support our operations as a public company.

In addition, our expenses could increase if we are required by the U.S. Food and Drug Administration, or the FDA, to perform studies in addition to, or that are larger than, those that we currently expect.

As a result of the foregoing, we expect to experience net losses and negative cash flows for the foreseeable future, and we are unable to predict when, or if, we will be able to achieve profitability. Our

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losses and negative cash flows have had, and will continue to have, an adverse effect on our stockholders' equity, financial position and working capital.

We expect a number of factors to cause our operating results to fluctuate on a quarterly and annual basis, which may make it difficult to predict our future performance.

Our financial condition and operating results have varied significantly in the past and will continue to fluctuate from quarter to quarter or year to year due to a variety of factors, many of which are beyond our control. The following factors relating to our business, as well as factors described elsewhere in this prospectus, may contribute to these fluctuations:

- the costs associated with developing SCY-078, which are difficult for us to predict;
- any delays in regulatory review and approval of SCY-078;
- delays in the timing of filing of a new drug application, or NDA, as well as commencement, enrollment and the timing of clinical testing, of SCY-078 or any other product candidates we may seek to develop;
- our ability to commercialize product candidates, both in the United States and overseas, if we are able to obtain regulatory approval to do so;
- the costs associated with obtaining and maintaining regulatory approval and ongoing company compliance and product compliance for SCY-078;
- the success of our providing contract research and development services;
- market acceptance of SCY-078 and any future product candidates we may seek to develop;
- changes in regulations and regulatory policies;
- competition from existing products or new products that may emerge;
- the ability of patients or healthcare providers to obtain coverage of, or sufficient reimbursement for, any products we are able to develop;
- our ability to establish or maintain collaborations, licensing or other arrangements;
- costs related to, and outcomes of, potential litigation;
- potential product liability claims; and
- potential liabilities associated with hazardous materials.

Due to the various factors mentioned above, and others, the results of any quarterly or annual periods should not be relied upon as indications of future operating performance.

We may continue to require substantial additional capital, and if we are unable to raise capital when needed we would be forced to delay, reduce or eliminate our development program for SCY-078.

Developing pharmaceutical products, including conducting preclinical studies and clinical trials, is expensive. If the FDA requires that we perform additional studies beyond those that we currently expect, our expenses could increase beyond what we currently anticipate and the timing of any potential product approval may be delayed. We estimate that the net proceeds from this offering will be approximately \$ million, assuming an initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated expenses payable by us. We believe that the net proceeds from this offering will be sufficient to

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meet our anticipated operating requirements through . However, changing circumstances may cause us to consume capital more rapidly than we currently anticipate. We may need to raise additional funds from the issuance of equity and/or debt securities or otherwise obtain funding through strategic alliances or collaborations with third parties. In any event, we will require additional capital to complete development of, to seek regulatory approval for and, if approval is obtained, to commercialize SCY-078 and any future product candidates we may seek to develop. Raising funds in the current economic environment, when the capital markets have been affected by the global recession, may present additional challenges.

If we are required to secure additional financing, the additional fundraising efforts may divert our management from our day-to-day activities, which may adversely affect our ability to develop and commercialize SCY-078 and any future product candidates we may seek to develop. In addition, we cannot guarantee that financing will be available in sufficient amounts or on terms acceptable to us, if at all. If we are unable to raise additional capital when required or on acceptable terms, we may be required to:

- significantly delay, scale back or discontinue the development or commercialization of SCY-078 and any future product candidates we may seek to develop;
- seek strategic alliances for research and development programs at an earlier stage than otherwise would be desirable or on terms that are less favorable than might otherwise be available; or
- relinquish or license on unfavorable terms our rights to any product candidates that we otherwise would seek to develop or commercialize ourselves.

If we are required to conduct additional fundraising activities and we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we will be prevented from pursuing development and commercialization efforts, which will have a material adverse effect on our business, operating results and prospects.

Risks Relating to the Development, Regulatory Approval and Commercialization of Our Product Candidates For Human Use

Historically we have been primarily a contract research and development services company devoting a majority of our resources and efforts to providing research and development services to other companies, and we are only now shifting our focus to developing our own drug candidate SCY-078.

We were spun out from Aventis S.A., or Aventis, in 2000 as a chemistry and animal health services company, providing contract research services to third parties. Since then, we have derived substantially all of our revenue from providing these services to human and animal health companies to assist them in developing their own drug candidates. In the course of providing these services, we have leveraged the expertise to develop our own proprietary compounds, including a platform of cyclophilin inhibitors, among them SCY-635. In 2013, under the contract with Merck Sharp & Dohme Corp., or Merck, a subsidiary of Merck & Co., Inc., Merck exclusively licensed SCY-078 to us in the field of human health and in conjunction with that license transferred to us the investigational new drug application pending with the FDA and related regulatory responsibilities, as well as all data Merck had developed for the compound, plus active pharmaceutical ingredients and tablets. In 2014, Merck assigned the patents to us related to SCY-078 that it had exclusively licensed to us.

Although we have conducted Phase 1 and Phase 2 studies of SCY-635, our cyclophilin inhibitor, we only acquired the rights to develop SCY-078, our lead drug candidate for the treatment of invasive fungal infections, in May 2013. We do not have a significant history of developing our own drug candidates, and we have not brought any drug candidates to market, which makes it difficult to assess our ability to develop and commercialize SCY-078 and any future product candidates we may seek to develop or commercialize.

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We cannot be certain that SCY-078 will receive regulatory approval, and without regulatory approval we will not be able to market SCY-078. Regulatory approval is a lengthy, expensive and uncertain process.

Our ability to generate significant revenue related to SCY-078 sales will depend on the successful development and regulatory approval of SCY-078. We expect that the earliest that we could obtain regulatory approval of SCY-078 and commence commercialization of SCY-078 will be several years from now, if at all.

We currently have no products approved for sale and we cannot guarantee that we will ever have marketable products. The development and commercialization of a product candidate, including preclinical and clinical testing, manufacturing, quality systems, labeling, approval, record-keeping, selling, promotion, marketing and distribution of products, is subject to extensive regulation by the FDA in the United States and regulatory authorities in other countries, with regulations differing from country to country. We are not permitted to market product candidates in the United States until and unless we receive approval of an NDA from the FDA. We have not submitted an NDA for SCY-078. Obtaining approval of an NDA is a lengthy, expensive and uncertain process. An NDA must include extensive preclinical and clinical data and supporting information to establish the product candidate's safety and effectiveness for each indication. The approval application must also include significant information regarding the chemistry, manufacturing and controls for the product. The regulatory development and review process typically takes years to complete, involves numerous uncertainties and the potential for concerns to emerge late in the development process, and approval is never guaranteed. Even if a product is approved, the FDA may limit the indications for which the product may be used, include extensive warnings on the product labeling or require costly ongoing requirements for post-marketing clinical studies and surveillance or other risk management measures to monitor the safety or efficacy of the product candidate. Markets outside of the United States also have requirements for approval of drug candidates with which we must comply prior to marketing. Obtaining regulatory approval for marketing of a product candidate in one country does not ensure we will be able to obtain regulatory approval in other countries, but a failure or delay in obtaining regulatory approval in one country may have a negative effect on the regulatory process in other countries. Also, any regulatory approval of a product candidate, once obtained, may be withdrawn. If SCY-078 or any of our other wholly-owned or partnered product candidates do not receive regulatory approval, we may not be able to generate sufficient revenue to become profitable or to continue our operations. Moreover, the filing of our NDA or the receipt of regulatory approval does not assure commercial success of any approved product.

Although the oral form of SCY-078 has been granted Qualified Infectious Disease Product status, this does not guarantee that the length of the FDA review process will be significantly shorter than otherwise, or that SCY-078 will ultimately be approved by the FDA.

We applied to the FDA for, and received, the designation of the oral form of SCY-078 as a Qualified Infectious Disease Product, or QIDP, under the Generating Antibiotic Incentive Now Act, or GAIN Act. We will be submitting an additional application to have the IV form of SCY-078 designated as a QIDP. There is no guarantee that the IV form of SCY-078 will be granted QIDP status. We anticipate that the QIDP designation will provide, among other benefits, an overall increased level of communication with the FDA during the development process as a fast track product, priority review once a NDA is submitted, and, if SCY-078 is approved for its proposed use and awarded five years of exclusivity as a new chemical entity, or NCE, SCY-078 will be eligible for a ten year period of data exclusivity, comprising five years of NCE exclusivity plus an additional five years as a designated QIDP. This exclusivity period should protect SCY-078 from being referenced in an abbreviated new drug application, or ANDA, in support of a generic drug, or a 505(b)(2) new drug application for a follow-on product until the expiration of the exclusivity period

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(which may be shortened by one year if an ANDA or 505(b)(2) applicant seeks to challenge any of the patents that claim SCY-078). However, the primary framework of the GAIN Act became effective July 9, 2012, and as a relatively new law there is limited precedent for the way in which it will be implemented. Receipt of QIDP designation in practice may not result in a faster development process, review or approval compared to drugs considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA or related exclusivity benefits.

Delays in the commencement, enrollment and completion of clinical trials could result in increased costs to us and delay or limit our ability to obtain regulatory approval for SCY-078 or any future product candidates.

We do not know whether clinical trials of SCY-078 or any future product candidates we may seek to develop will be allowed to commence or, if commenced, will be completed on schedule or at all. The commencement, enrollment and completion of clinical trials can be delayed for a variety of reasons, including:

- inability to reach agreements on acceptable terms with prospective clinical research organizations, or CROs, and trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and trial sites;
- difficulty identifying and engaging qualified clinical investigators;
- regulatory objections to commencing a clinical trial or proceeding to the next phase of investigation, including inability to reach agreement with the FDA or non-U.S. regulators regarding the scope or design of our clinical trials or for other reasons such as safety concerns that might be identified during preclinical development or early stage clinical trials;
- inability to identify and maintain a sufficient number of trial sites, many of which may already be engaged in other clinical trial programs, including some that may be for the same indication as our product candidates;
- withdrawal of clinical trial sites from our clinical trials as a result of changing standards of care or the ineligibility of a site to participate in our clinical trials;
- inability to obtain institutional review board approval to conduct a clinical trial at prospective sites;
- difficulty recruiting and enrolling patients to participate in clinical trials for a variety of reasons, including meeting the enrollment criteria for our study and competition from other clinical trial programs for the same indication as product candidates we seek to commercialize;
- inability to retain patients in clinical trials due to the treatment protocol, personal issues, side effects from the therapy or lack of efficacy, particularly for those patients receiving a placebo; and
- inability to obtain sufficient funding to commence a clinical trial.

In addition, a clinical trial may be suspended or terminated by us, our current or any future partners, the FDA or other regulatory authorities due to a number of factors, including:

- failure by us, CROs or clinical investigators to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols;
- failed inspection of the clinical trial operations or trial sites by the FDA or other regulatory authorities;
- unforeseen safety or efficacy issues or any determination that a clinical trial presents unacceptable health risks; or

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- lack of adequate funding to continue the clinical trial due to unforeseen costs resulting from enrollment delays, requirements to conduct additional trials and studies, increased expenses associated with the services of our CROs and other third parties, or other reasons.

If we are required to conduct additional clinical trials or other testing of SCY-078 or any future product candidates we may seek to develop, we may be delayed in obtaining, or may not be able to obtain, marketing approval for these product candidates.

In addition, if our current or any future partners have rights to and responsibility for development of SCY-078 or any future product candidates, they may fail to meet their obligations to develop and commercialize the product candidates, including clinical trials for these product candidates.

Changes in regulatory requirements and guidance may occur and we or any of our partners may be required by appropriate regulatory authorities to amend clinical trial protocols to reflect these changes. Amendments may require us or any of our partners to resubmit clinical trial protocols to independent review boards for re-examination, which may impact the costs, timing or successful completion of a clinical trial. If we or any of our partners experience delays in the completion of, or if we or our partners terminate, clinical trials, the commercial prospects for SCY-078 and any future product candidates we may seek to develop will be harmed, and our ability to generate revenue from sales of these product candidates will be prevented or delayed. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of a product candidate.

Clinical failure can occur at any stage of clinical development. Because the results of earlier clinical trials are not necessarily predictive of future results, any product candidate we or our current or potential future partners advance through clinical trials may not have favorable results in later clinical trials or receive regulatory approval.

Clinical failure can occur at any stage of our clinical development. Clinical trials may produce negative or inconclusive results, and we or our partners may decide, or regulators may require us, to conduct additional clinical or preclinical testing. In addition, data obtained from tests are susceptible to varying interpretations, and regulators may not interpret data as favorably as we do, which may delay, limit or prevent regulatory approval. Success in preclinical testing and early clinical trials does not ensure that later clinical trials will generate the same results or otherwise provide adequate data to demonstrate the efficacy and safety of a product candidate. Frequently, product candidates that have shown promising results in early clinical trials have subsequently suffered significant setbacks in later clinical trials. In addition, the design of a clinical trial can determine whether its results will support approval of a product application, or approval of a supplemental application to add a new indication or other changes and flaws or shortcomings in the design of a clinical trial may not become apparent until the clinical trial is well advanced. We have limited experience in designing clinical trials and may be unable to design and execute a clinical trial to support regulatory approval, or approval of supplemental applications for new indications or other changes. Further, clinical trials of potential products often reveal that it is not practical or feasible to continue development efforts. If SCY-078 or any future product candidates are found to be unsafe or lack efficacy, we or our collaborators will not be able to obtain regulatory approval for them and our business would be harmed. For example, if the results of our planned Phase 2 and Phase 3 clinical trials of SCY-078 do not achieve, to the satisfaction of regulators, the primary efficacy endpoints and demonstrate an acceptable level of safety, the prospects for approval of SCY-078 would be materially and adversely affected. A number of companies in the pharmaceutical industry, including those with greater resources and experience than us, have suffered significant setbacks in Phase 2 and Phase 3 clinical trials, even after seeing promising results in earlier clinical trials.

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In some instances, there can be significant variability in safety and/or efficacy results between different trials of the same product candidate due to numerous factors, including differences in trial protocols and design, differences in size and type of the patient populations, adherence to the dosing regimen and the rate of dropout among clinical trial participants. Further, the patients taking SCY-078 often have other significant medical issues, such as organ transplants, cancer or other conditions in which their immune systems are depressed, which makes it difficult to measure the effect of SCY-078 in the presence of these medical issues. We do not know whether any Phase 2, Phase 3 or other clinical trials we or any partners may conduct will demonstrate consistent and/or adequate efficacy and safety to obtain regulatory approval to market SCY-078 and any future product candidates we may seek to develop.

We have limited experience in conducting Phase 2 and Phase 3 clinical trials and have never submitted an NDA before, and we may be unable to do so for SCY-078 or any future product candidate we may seek to develop.

Merck completed seven Phase 1 clinical trials of SCY-078, and we are planning to conduct Phase 2 and Phase 3 clinical trials of SCY-078. The conduct of successful Phase 2 and Phase 3 clinical trials is essential in obtaining regulatory approval, and the submission of a successful NDA is a complicated process. We have limited experience in preparing and submitting regulatory filings, have previously only sponsored one Phase 2 clinical trial, and have not previously sponsored any Phase 3 clinical trials nor have we ever submitted an NDA before. Consequently, we may be unable to successfully and efficiently execute and complete these planned clinical trials in a way that is acceptable to the FDA and leads to an NDA submission, acceptance and approval of SCY-078 or any future product candidate we may seek to develop. We may require more time and incur greater costs than our competitors and may not succeed in obtaining regulatory approvals of product candidates that we may seek to develop. In addition, failure to commence or complete, or delays in, our planned clinical trials would prevent us from or delay us in commercializing SCY-078 or any future product candidate we may develop.

We have not yet finalized the protocol for our planned Phase 2 study or studies of SCY-078, and are still in discussions with the FDA regarding anticipated indications and study endpoints.

Following the transfer by Merck to us of ownership and responsibility for the clinical development and NDA related to SCY-078, we assessed the regulatory history and initiated discussions with the FDA to obtain clarity on several open questions regarding the clinical development plan for SCY-078. Our most recent meeting with the FDA was in September 2013, and while we obtained feedback at this meeting, there are still some open questions under consideration by the FDA and our Phase 2 protocol is still being finalized. We do not know when, if at all, we will be able to finalize the protocol.

The environment in which our regulatory submissions may be reviewed changes over time, which may make it more difficult to obtain regulatory approval of any of our product candidates we may seek to develop or commercialize.

The environment in which our regulatory submissions are reviewed changes over time. For example, average review times at the FDA for NDAs have fluctuated over the last ten years, and we cannot predict the review time for any submission with any regulatory authorities. Review times can be affected by a variety of factors, including budget and funding levels and statutory, regulatory and policy changes. Moreover, in light of widely publicized events concerning the safety risk of certain drug products, regulatory authorities, members of Congress, the Government Accountability Office, medical professionals and the general public have raised concerns about potential drug safety issues. These events have resulted in the withdrawal of drug products, revisions to drug labeling that further limit use of the drug products and establishment of risk evaluation and mitigation strategies that may, for instance, restrict distribution of drug

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products. The increased attention to drug safety issues may result in a more cautious approach by the FDA to clinical trials. Data from preclinical studies and clinical trials may receive greater scrutiny with respect to safety, which may make the FDA or other regulatory authorities more likely to terminate clinical trials before completion, or require longer or additional clinical trials that may result in substantial additional expense, a delay or failure in obtaining approval or approval for a more limited indication than originally sought.

In addition, data obtained from preclinical studies and clinical trials are subject to different interpretations, which could delay, limit or prevent regulatory review or approval of product candidates. Changes in FDA personnel responsible for review of our submissions could also impact the manner in which our data are viewed. Furthermore, regulatory attitudes towards the data and results required to demonstrate safety and efficacy can change over time and can be affected by many factors, such as the emergence of new information, including on other products, policy changes and agency funding, staffing and leadership. We do not know whether future changes to the regulatory environment will be favorable or unfavorable to our business prospects.

If SCY-078 or any other future product candidates for which we receive regulatory approval do not achieve broad market acceptance, the revenue that is generated from their sales will be limited.

The commercial success of SCY-078 or any other product candidates we may seek to develop will depend upon the acceptance of these products candidates among physicians, patients, the medical community and healthcare payors. The degree of market acceptance of product candidates will depend on a number of factors, including:

- limitations or warnings contained in the FDA-approved labeling;
- changes in the standard of care for the targeted indications;
- limitations in the approved indications;
- availability of alternative therapies with potentially advantageous results, or other products with similar results at similar or lower cost, including generics and over-the-counter products;
- lower demonstrated clinical safety or efficacy compared to other products;
- occurrence of significant adverse side effects;
- ineffective sales, marketing and distribution support;
- lack of availability of reimbursement from managed care plans and other third-party payors;
- timing of market introduction and perceived effectiveness of competitive products;
- lack of cost-effectiveness;
- adverse publicity about our product candidates or favorable publicity about competitive products;
- lack of convenience and ease of administration; and
- potential product liability claims.

If SCY-078 or any future product candidates we may seek to develop are approved, but do not achieve an adequate level of acceptance by physicians, healthcare payors and patients, sufficient revenue may not be generated from these product candidates, and we may not become or remain profitable. In addition, efforts to educate the medical community and third-party payors on the benefits of our product candidates may require significant resources and may never be successful.

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A significant use of anti-fungal drugs is treatment due to the presence of symptoms before diagnosis of the invasive fungal infections, and if a diagnostic tool is developed for the quick diagnosis of invasive fungal infections, the number of treatments using anti-fungal drugs may decrease significantly, decreasing the potential market for SCY-078.

We believe that a large portion of the treatments using anti-fungal drugs are administered when symptoms of invasive fungal infections are present but a diagnosis of the infection has not yet been made, due to the quick and potentially fatal progression of invasive fungal infections. If a diagnostic tool is developed for the quick diagnosis of invasive fungal infections, then the need to treat in advance of diagnosis of invasive fungal infections may be significantly diminished, which will reduce the potential market for SCY-078 in the event that we are able to obtain FDA approval of SCY-078. Moreover, if a fast and accurate test of the susceptibility of a fungal infection to generically available treatments is developed and widely adopted, the market for SCY-078 may suffer.

If invasive fungi develop resistance to SCY-078, our business will be harmed.

One or more strains of invasive fungi may develop resistance to SCY-078, either because our hypothesis of the mechanism of action is incorrect or because a strain of fungi undergoes some unforeseen genetic mutation that permits it to survive. Since we expect lack of resistance to be a major factor in the commercialization of SCY-078, the development of such resistance would have a major adverse impact on the acceptability and sales of SCY-078.

If we are unable to develop a formulation of SCY-078 that is delivered by intravenous, or IV, therapy SCY-078 may not achieve broad market acceptance and sales will be limited.

Current invasive fungal infection treatment regimens typically involve initial administration of treatments as an IV infusion, with a step down to an oral formulation of the same or a similar medication to complete the course of treatment on an out-patient basis. We believe that providing both the IV and oral formulations will be beneficial to doctors who prefer to start treatment of patients in a hospital setting with an IV therapy and then switch them to an oral formulation of the same medication. We currently have an oral form of SCY-078, and intend to develop an IV formulation. If we are unable to successfully develop and achieve regulatory approval for our IV formulation of SCY-078, or are delayed in developing and obtaining regulatory approval for our IV formulation of SCY-078, our lead product candidate may not achieve, or may be delayed in achieving, broad market acceptance and sales will be limited.

Our product candidates may have undesirable side effects that may delay or prevent marketing approval, or, if approval is received, require them to be taken off the market or otherwise limit their sales.

It is impossible to predict when or if SCY-078 or any other product candidate we may seek to develop will prove effective or safe or will receive marketing approval. Unforeseen side effects from any product candidates could arise either during clinical development or, if approved, after the product has been marketed. For example, the most frequently noted adverse effects reported as associated with SCY-078 treatment in the seven Phase 1 studies of SCY-078 conducted to date were diarrhea, abdominal pain, headache, nausea, fatigue, increased orthostatic heart rate, abnormal GI sounds, vomiting and dizziness. To date there have been two serious adverse events reported in clinical trials of SCY-078: one subject was diagnosed with a metastatic carcinoid tumor which was not considered to be related to SCY-078 by the investigator; and one subject experienced significant liver function test increases which were considered to be related to SCY-078. Preclinical findings in the future could trigger the need to evaluate or monitor for specific potential safety concerns in clinical trials. The results of future clinical trials may show that SCY-078 and any future product candidates we may seek to develop cause undesirable or unacceptable side

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effects, which could interrupt, delay or halt clinical trials, resulting in delay of, or failure to obtain, marketing approval from the FDA and other regulatory authorities, or may lead us to abandon their development altogether.

Even if SCY-078 or any future product candidate we may seek to develop receives marketing approval, we or others may subsequently identify undesirable or unacceptable side effects caused by these products, in which case:

- regulatory authorities may require the addition of labeling statements, specific warnings, precautions, contraindications or field alerts to physicians and pharmacies;
- we may be required to change the way the product is administered, conduct additional clinical trials or change the labeling of the product;
- we may have limitations on how we promote the product;
- sales of the product may decrease significantly;
- regulatory authorities may require us to take our approved product off the market;
- we may be subject to litigation or product liability claims; and
- our reputation may suffer.

Any of these events could prevent us or our current or potential future partners from achieving or maintaining market acceptance of the affected product or could substantially increase commercialization costs and expenses, which in turn could delay or prevent us from generating significant revenue from the sale of products.

We have never marketed a drug before, and if we are unable to establish an effective sales force and marketing infrastructure or enter into acceptable third-party sales and marketing or licensing arrangements, we may not be able to successfully commercialize SCY-078 and any future product candidates we may seek to develop.

We currently do not have any sales, distribution and marketing capabilities, the development of which will require substantial resources and will be time consuming. The costs incurred in the development of these capabilities, either internally or through a third-party contract sales organization, would be incurred in advance of any approval of a product candidate. In addition, we may not be able to hire a sales force in the United States that is sufficient in size or has adequate expertise in the medical markets that we intend to target. If we are unable to establish our sales force and marketing capability, our operating results may be adversely affected. In addition, we plan to enter into sales and marketing or licensing arrangements with third parties for international sales of any approved products. If we are unable to enter into or maintain any such arrangements on acceptable terms, or at all, we may be unable to market and sell SCY-078 or any future product candidates we may seek to develop in these markets.

We expect that SCY-078 and any future product candidates we may seek to develop will face competition, and most of our competitors have significantly greater resources than we do.

The pharmaceutical industry is highly competitive, with a number of established, large pharmaceutical companies, as well as many smaller companies. There are many foreign and domestic pharmaceutical companies, biotechnology companies, public and private universities, government agencies and research organizations actively engaged in research and development of products that may target the same markets as SCY-078 and any future product candidates we may seek to develop. We expect any products we develop to compete on the basis of, among other things, product efficacy, price, lack of significant adverse side

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effects and convenience and ease of treatment. For example, SCY-078 will compete against current leading anti-fungal drugs, including voriconazole from the azole class, caspofungin from the echinocandin class, and liposomal amphotericin B from the polyenes class.

Compared to us, many of our competitors in the anti-fungal market have, and potential competitors for any future product candidates we may seek to develop may have, substantially greater:

- resources, including capital, personnel and technology;
- research and development capability;
- clinical trial expertise;
- regulatory expertise;
- intellectual property portfolios;
- expertise in prosecution of intellectual property rights;
- manufacturing and distribution expertise; and
- sales and marketing expertise.

As a result of these factors, our competitors and potential competitors may obtain regulatory approval of their products more rapidly than we do. Our competitors and potential competitors may also develop drugs that are more effective, more widely used and less costly than ours and may also be more successful than us in manufacturing and marketing their products and maintaining compliance with ongoing regulatory compliance.

Reimbursement decisions by third-party payors may have an adverse effect on pricing and market acceptance in the United States. If there is not sufficient reimbursement for our products, it is less likely that our products will be purchased by patients and/or providers.

Successful commercialization of pharmaceutical products usually depends on the availability of adequate coverage and reimbursement from third-party payors, including commercial insurers and, under certain circumstances, federal and state healthcare programs. Patients and/or healthcare providers who purchase drugs generally rely on third-party payors to reimburse all or part of the costs associated with such products. As such, adequate coverage and reimbursement from third-party payors can be essential to new product acceptance and may have an effect on pricing.

Because SCY-078 is not currently commercially available, we do not know the extent to which it will be reimbursed if it is approved by the FDA. If we choose to bring other product candidates to market, they will be subject to similar uncertainty. We believe that SCY-078 and any other product candidates that are brought to market are less likely to be purchased by patients and/or providers if they are not adequately reimbursed by third-party payors.

Furthermore, the market for our product candidates may depend on access to third-party payors' drug formularies, or lists of medications for which third-party payors provide coverage and reimbursement. Industry competition to be included in such formularies results in downward pricing pressures on pharmaceutical companies. Third-party payors may refuse to include a particular branded drug in their formularies when a competing generic product is available. The adoption of certain payment methodologies by third-party payors may limit our ability to profit from the sale of SCY-078. For example, under Medicare, hospitals are reimbursed under an inpatient prospective payment system. This pricing methodology provides a single payment amount to hospitals based on a given diagnosis-related group. As a result, with respect to Medicare reimbursement for services in the hospital inpatient setting, hospitals could have a financial incentive to use the least expensive drugs for the treatment of invasive fungal infections,

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particularly the IV formulations of these drugs, as they are typically administered in the hospital, which may significantly impact our ability to charge a premium for SCY-078.

All third-party payors, whether governmental or commercial, are developing increasingly sophisticated methods of controlling healthcare costs, including mechanisms to encourage the use of generic drugs. Congress has also considered policies to lower the reimbursement formulas in federal and state healthcare programs. Furthermore, coverage of, and reimbursement for, drugs can differ significantly from payor to payor and may require significant time and resources to obtain. In addition, new laws or regulations could impact future coverage and reimbursement.

Healthcare policy changes, including the Affordable Care Act, may have a material adverse effect on us.

In recent years, there have been numerous initiatives on the federal and state levels for comprehensive reforms affecting the payment for, the availability of and reimbursement for healthcare services in the United States, including pharmaceutical products. These initiatives have ranged from proposals to fundamentally change federal and state healthcare reimbursement programs, including providing comprehensive healthcare coverage to the public under governmental funded programs, to minor modifications to existing programs.

In March 2010, Congress enacted the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or the Affordable Care Act. The Affordable Care Act is designed to expand access to affordable health insurance, control healthcare spending, and improve healthcare quality. The law includes provisions to tie Medicare provider reimbursement to healthcare quality and incentives, mandatory compliance programs, enhanced transparency disclosure requirements, increased funding and initiatives to address fraud and abuse, and incentives to state Medicaid programs to expand their coverage and services. It also imposes an annual tax on pharmaceutical manufacturers or importers who sell “branded prescription drugs.” Implementation of the Affordable Care Act is occurring on an ongoing basis, and it is unclear what effect the Affordable Care Act or other state proposals may have on our business.

In addition to the Affordable Care Act, there will continue to be proposals by legislators at both the federal and state levels, regulators and third-party payors to keep drug costs down. Certain of these changes could impose limitations on the prices we will be able to charge for any products that are approved or the amounts of reimbursement available for these products from governmental agencies or third-party payors or may increase the tax requirements for life sciences companies such as ours. We anticipate that the Affordable Care Act and other future healthcare reform proposals could have a material adverse effect on our industry, and may limit our ability to commercialize SCY-078 and any future product candidates we may seek to develop and/or invest in new development.

We expect that a portion of the market for SCY-078 and any other product candidates we may seek to develop will be outside the United States. However, our product candidates may never receive approval or be commercialized outside of the United States.

Before we or any commercial partners can market and commercialize any product candidates outside of the United States, there are numerous and varying regulatory requirements of other countries that will apply. Research and marketing authorization procedures vary among countries and can involve additional product testing and administrative review periods. The marketing authorization process in other countries may include all of the risks detailed above regarding failure to obtain FDA approval in the United States as well as other risks. Regulatory approval in one country does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country, or identification of potential safety concerns in one country, may have a negative effect on the regulatory process in others. Failure to obtain

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regulatory approval in other countries or any delay or setback in obtaining such approval could have the same adverse effects detailed above regarding FDA approval in the United States. As described above, such effects include the risks that:

- SCY-078 and any future product candidates we may seek to develop may not generate preclinical or clinical data that are deemed sufficient by regulators in a given jurisdiction;
- SCY-078 may not be approved for all indications requested, or any indications at all, in a given jurisdiction which could limit the uses of SCY-078 and any future product candidates we may seek to develop and have an adverse effect on product sales and potential royalties; and
- such approval in a given jurisdiction may be subject to limitations on the indicated uses for which the product may be marketed or require costly post-marketing follow-up studies.

Foreign countries may have requirements for marketing authorization holders or distributors to have a legal or physical presence in that country, and consideration of and compliance with these requirements may result in additional time and expense before we can pursue or obtain marketing authorization in foreign jurisdictions. If we do receive approval in other countries, we may enter into sales and marketing arrangements with third parties for international sales of any approved products.

Even if SCY-078 or any other future product candidates we may seek to develop receive regulatory approval, we may still face future development and regulatory difficulties.

Even if regulatory approval is obtained for SCY-078 or any other future product candidates we may seek to develop, regulatory authorities may still impose significant restrictions on a product's indicated uses or marketing or impose ongoing requirements for potentially costly post-approval studies. Given the number of high profile adverse safety events with certain drug products, regulatory authorities may require, as a condition of approval, costly risk evaluation and mitigation strategies, which may include safety surveillance, restricted distribution and use, patient education, enhanced labeling, expedited reporting of certain adverse events, pre-approval of promotional materials and restrictions on direct-to-consumer advertising. For example, any labeling approved for any of our product candidates may include a restriction on the term of its use, or it may not include one or more intended indications. Furthermore, any new legislation addressing drug safety issues could result in delays or increased costs during the period of product development, clinical trials and regulatory review and approval, as well as increased costs to assure compliance with any new post-approval regulatory requirements. Any of these restrictions or requirements could force us or our partners to conduct costly studies.

SCY-078 and any other future product candidates we may seek to develop will also be subject to ongoing regulatory requirements for the packaging, storage, advertising, promotion, record-keeping and submission of safety and other post-market information on the drug. In addition, approved products, manufacturers and manufacturers' facilities are required to comply with extensive FDA requirements, including ensuring that quality control and manufacturing procedures conform to current Good Manufacturing Practices, or cGMP. As such, we and our contract manufacturers, which we will be responsible for overseeing and monitoring for compliance, are subject to continual review and periodic inspections to assess compliance with cGMP. Accordingly, we and others with whom we work must continue to expend time, money and effort in all areas of regulatory compliance, including manufacturing, production and quality control. The FDA may hold us responsible for any deficiencies or noncompliance of our contract manufacturers in relation to SCY-078 and any other future product candidates we may seek to develop. Failure to follow cGMP can result in products being deemed adulterated, which carries significant legal implications. We will also be required to engage in pharmacovigilance activities and report certain adverse reactions and production problems, if any, to the FDA and to comply with certain requirements

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concerning advertising and promotion for products. Promotional communications with respect to prescription drugs are subject to a variety of legal and regulatory restrictions and must be consistent with the information in the product's approved label. As such, we may not promote products for indications or uses for which they do not have approval. Failure to comply with FDA advertising and promotion standards, which are often subject to interpretation by regulators, may result in a wide range of exposure and liability for us.

If a regulatory agency discovers previously unknown problems with a product, such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is manufactured or disagrees with the promotion, marketing or labeling of a product, a regulatory agency may impose restrictions on that product or us, including requiring withdrawal of the product from the market. If the manufacturing or marketing of products fail to comply with applicable regulatory requirements, a regulatory agency may:

- issue warning letters;
- mandate modifications to promotional materials or require us to provide corrective information to healthcare practitioners;
- require us or our partners to enter into a consent decree, which can include imposition of various fines, reimbursements for inspection costs, required due dates for specific actions and penalties for noncompliance;
- impose other civil or criminal penalties;
- suspend regulatory approval;
- suspend any ongoing clinical trials;
- refuse to approve pending applications or supplements to approved applications filed by us, our partners or our potential future partners;
- impose restrictions on operations, including costly new manufacturing requirements; or
- seize or detain products or require a product recall.

Non-compliance may also open a company to potential whistleblower lawsuits, and the potential for liability under the False Claims Act.

Pharmaceutical companies are subject to significant ongoing regulatory obligations and oversight, which may result in significant additional expense and limit our ability to commercialize our products.

We are subject to regulation by other regional, national, state and local agencies, including the Department of Justice, the Office of Inspector General of the U.S. Department of Health and Human Services and other regulatory bodies. Violations of any of the foregoing requirements could result in penalties being assessed against us.

The federal Anti-Kickback Statute prohibits, among other things, knowingly and willfully offering, paying, soliciting, or receiving remuneration to induce or in return for purchasing, leasing, ordering or arranging for the purchase, lease or order of any healthcare item or service reimbursable under Medicare, Medicaid or other federally financed healthcare programs. This statute has been interpreted to apply to arrangements between pharmaceutical companies on one hand and prescribers, purchasers and formulary managers on the other. The Affordable Care Act, among other things, clarified that a person or entity need not have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it. In addition, the Affordable Care Act amended the federal civil False Claims Act to provide that a claim that includes

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items or services resulting from a violation of the federal anti-kickback statute, constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act. There are a number of statutory exceptions and regulatory safe harbors protecting certain common activities from prosecution or other regulatory sanctions, however, the exceptions and safe harbors are drawn narrowly, and practices that do not fit squarely within an exception or safe harbor may be subject to scrutiny.

The federal civil False Claims Act prohibits any person from knowingly presenting, or causing to be presented, claims for payment of government funds that are false or fraudulent or knowingly making, or causing to be made, a false record or statement material to a false or fraudulent claim to avoid, decrease or conceal an obligation to pay money to the federal government. Many pharmaceutical and other healthcare companies have been investigated and have reached substantial financial settlements with the federal government under these laws for a variety of alleged marketing activities, including providing free product to customers with the expectation that the customers would bill federal programs for the product; providing consulting fees, grants, free travel, and other benefits to physicians to induce them to prescribe the company's products; and inflating prices reported to private price publication services, which are used to set drug payment rates under government healthcare programs. Companies have been prosecuted for causing false claims to be submitted because of the marketing of their products for unapproved uses. Pharmaceutical and other healthcare companies have also been prosecuted on other legal theories of Medicare and Medicaid fraud.

The majority of states also have statutes or regulations similar to the federal Anti-Kickback Statute and federal civil False Claims Act, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor. Some of these states also prohibit certain marketing related activities including the provision of gifts, meals, or other items to certain health care providers. In addition, California, Connecticut, Nevada, and Massachusetts require pharmaceutical companies to implement compliance programs or marketing codes.

Compliance with various federal and state laws is difficult and time consuming, and companies that violate them may face substantial penalties. The potential sanctions include civil monetary penalties, exclusion of a company's products from reimbursement under government programs, criminal fines and imprisonment. Because of the breadth of these laws and the lack of extensive legal guidance in the form of regulations or court decisions, it is possible that some of our business activities or those of our commercial partners could be subject to challenge under one or more of these laws. Such a challenge could have a material adverse effect on our business and financial condition and growth prospects.

We could become subject to government investigations and related subpoenas. Such subpoenas are often associated with previously filed qui tam actions, or lawsuits filed under seal under the federal civil False Claims Act. Qui tam actions are brought by private plaintiffs suing on behalf of the federal government for alleged federal civil False Claims Act violations. The time and expense associated with responding to such subpoenas, and any related qui tam or other actions, may be extensive, and we cannot predict the results of our review of the responsive documents and underlying facts or the results of such actions. Responding to government investigations, defending any claims raised, and any resulting fines, restitution, damages and penalties, settlement payments or administrative actions, as well as any related actions brought by stockholders or other third parties, could have a material impact on our reputation, business and financial condition and divert the attention of our management from operating our business.

The number and complexity of both federal and state laws continues to increase, and additional governmental resources are being added to enforce these laws and to prosecute companies and individuals who are believed to be violating them. In particular, the Affordable Care Act includes a number of provisions aimed at strengthening the government's ability to pursue federal Anti-Kickback Statute and federal False Claims Act cases against pharmaceutical manufacturers and other healthcare entities, including substantially increased funding for healthcare fraud enforcement activities, enhanced investigative powers,

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and amendments to the federal False Claims Act that make it easier for the government and whistleblowers to pursue cases for alleged kickback and false claim violations. Responding to a government investigation or enforcement action would be expensive and time-consuming, and could have a material adverse effect on our business and financial condition and growth prospects.

If we fail to comply with applicable federal, state, or local regulatory requirements, we could be subject to a range of regulatory actions that could affect our ability to commercialize our products and could harm or prevent sales of any affected products that we are able to commercialize, or could substantially increase the costs and expenses of commercializing and marketing our products. Any threatened or actual government enforcement action could also generate adverse publicity and require that we devote substantial resources that could otherwise be used in other aspects of our business.

Regulations, guidelines and recommendations published by various government agencies and organizations may affect the use of SCY-078 and any future product candidates we may seek to develop.

Government agencies may issue regulations and guidelines directly applicable to us, our partners or our potential future partners and our product candidates. In addition, professional societies, practice management groups, private health/science foundations and organizations involved in various diseases from time to time publish guidelines or recommendations to the healthcare and patient communities. These various sorts of recommendations may relate to such matters as product usage, dosage, route of administration and use of related or competing therapies. Changes to these recommendations or other guidelines advocating alternative therapies could result in decreased use of SCY-078 and any future product candidates we may seek to develop, which may adversely affect our results of operations.

Risks Relating to Our Contract Research and Development Services

We are substantially dependent on our agreement with Merial for generation of our revenues, and that agreement expires on December 31, 2014.

We have a research services contract with Merial Limited, or Merial, under which we perform research services for Merial, including the synthesis, purification, and characterization of individual or libraries of compounds, phenotypic screening of compounds, and further testing and optimizing of compounds to support the development of animal health products, which agreement expires on December 31, 2014. Revenues from this contract have accounted for 43% and 44% of our total revenues for the years ended December 31, 2013 and 2012, respectively. If we are not able to extend or replace this contract upon expiration, or if this contract were to terminate prior to December 31, 2014, our ability to generate revenues prior to the commercialization of SCY-078 would be significantly impaired. Merial may also terminate the agreement prior to December 31, 2014 under specified circumstances, including in the event of breach by us of a material obligation if such breach is not remedied after written notice from Merial, or if Merial believes in good faith that we have acted in any way that may subject Merial to liability under anti-corruption laws. During the term and for a period of one year after termination of this agreement for any reason, we cannot provide services to another animal health company using the same intellectual property developed under this agreement, which could also significantly impair our ability to generate revenue from our contract research and development services should this contract terminate.

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We face potential liability and exposure as a result of the performance of our contract research and development services, and if successful claims are brought against us, we may incur substantial liability, which may exceed the revenues we have received for the performance of our contract research and development services.

To date substantially all of our revenue has been generated from the provision of our contract research and development services. In the event that a regulator asserts that we have conducted activities in a non-compliant manner or a customer asserts that we have conducted our contract research and development services negligently, or otherwise asserts that as a result of the performance of our contract research and development services for that client we have somehow harmed their business or the prospects of their product candidates, we could be subject to litigation, which could divert management's attention from the operation of our business, including the development of SCY-078. Further, if such litigation is successful, or if we determine that we must settle the litigation, we could be forced to pay substantial damages, which could be more than the revenues that we generated from that customer, as the services that we perform are only a small portion of the development efforts of our customers. Even if we are successful in defending any such claims, we could incur substantial legal costs to do so. Further, publicity of any such litigation or claims could hurt the reputation of our ability to perform contract research and development services, which could cause revenue generated from our contract research and development services to decline. Any such litigation against us could result in substantial costs and divert our management's attention from other business concerns, which could seriously harm our business.

Risks Related to Our Dependence on Third Parties

We are dependent on our existing third-party collaboration with R-Pharm to commercialize SCY-078 in the Russian Federation and certain other countries, and if R-Pharm is not successful in commercializing SCY-078 in those countries, we will lose a significant source of revenue.

We currently have a development license and supply agreement with R-Pharm, CJSC, or R-Pharm, a leading supplier of hospital drugs in Russia, pursuant to which we license to R-Pharm rights to develop and commercialize SCY-078 in the field of human health in Russia and certain smaller non-core markets. R-Pharm will pay us milestone payments upon the achievement of specified milestones, including registration of SCY-078 in a country and upon the achievement of specified levels of sales. In addition, R-Pharm will pay us royalties upon sales of SCY-078 by R-Pharm. We are relying on R-Pharm to commercialize SCY-078 in the countries covered by our agreement with it, and if R-Pharm is not able to commercialize SCY-078 in those countries, or determines not to pursue commercialization of SCY-078 in those countries, we will not receive any milestone or royalty payments under the agreement.

We are dependent on other third-party collaborations to develop and commercialize product candidates we have outlicensed, and if our third-party collaborators are not successful in developing and commercializing product candidates we have outlicensed, we will not receive any revenue from these collaborations.

A significant portion of our strategy is to license to third parties rights to develop and commercialize product candidates we have discovered other than SCY-078, and if these third parties do not perform under our agreements with them, we will not receive any revenue from these collaborations. For example, we currently have a license agreement with Dechra Ltd., or Dechra, pursuant to which we license to Dechra rights to develop and commercialize SCY-641 for use in animal health, and will receive royalties from Dechra on sales of SCY-641. We are relying on Dechra to commercialize SCY-641, and if Dechra is not able to commercialize SCY-641, or determines not to pursue commercialization of SCY-641, we will not receive any royalty payments under the agreement. If our third-party collaborators under this and any future

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agreements we enter into do not perform under these agreements, we will not receive the benefits we expect under these agreements.

We are dependent on our existing third-party collaborations in animal health to fund additional development opportunities and expect to continue to expend resources in our current collaborations, and if these collaborations fail, then we will lose a significant source of revenues.

We provide contract research and development services in the field of animal health which is a source of significant revenues to us. For example, we have an agreement with Merial, pursuant to which we provide contract research and development services that primarily target parasites, which includes the synthesis, purification, and characterization of individual or libraries of compounds, phenotypic screening of compounds, and further testing and optimizing of compounds for the use of commercializing animal health products. If we are not able to continue to enter into and perform under these services agreements, we will lose the ability to generate significant revenues.

We may not be successful in establishing and maintaining development and commercialization collaborations, which could adversely affect our ability to develop and commercialize product candidates.

Developing pharmaceutical products, conducting clinical trials, obtaining regulatory approval, establishing manufacturing capabilities and marketing approved products is expensive. Consequently, we plan to establish collaborations for development and commercialization of product candidates and research programs. For example, we currently have a development license and supply agreement with R-Pharm, pursuant to which we license to R-Pharm rights to develop and commercialize SCY-078 in the field of human health in Russia and certain smaller non-core markets, and if SCY-078 receives marketing approval, we may enter into additional sales and marketing arrangements with third parties for international sales. If we are unable to enter into any of these arrangements on acceptable terms, or at all, we may be unable to market and sell SCY-078 and any future product candidates we may seek to develop in certain markets. We expect to face competition in seeking appropriate collaborators. Moreover, collaboration arrangements are complex and time consuming to negotiate, document and implement and they may require substantial resources to maintain. We may not be successful in our efforts to establish and implement collaborations or other alternative arrangements for the development of product candidates. When we partner with a third party for development and commercialization of a product candidate, we can expect to relinquish to the third party some or all of the control over the future success of that product candidate. Our collaboration partner may not devote sufficient resources to the commercialization of product candidates or may otherwise fail in their commercialization. The terms of any collaboration or other arrangement that we establish may not be favorable to us. In addition, any collaboration that we enter into may be unsuccessful in the development and commercialization of product candidates. In some cases, we may be responsible for continuing preclinical and initial clinical development of a partnered product candidate or research program, and the payment we receive from our collaboration partner may be insufficient to cover the cost of this development. If we are unable to reach agreements with suitable collaborators for product candidates, we could face increased costs, we may be forced to limit the number of product candidates we can commercially develop or the territories in which we commercialize them and we might fail to commercialize products or programs for which a suitable collaborator cannot be found. If we fail to achieve successful collaborations, our operating results and financial condition will be materially and adversely affected.

We depend on third-party contractors for a substantial portion of our drug development activities and may not be able to control their work as effectively as if we performed these functions ourselves.

We outsource, and intend to continue to outsource, substantial portions of our drug development activities to third-party service providers, including manufacturing and the conduct of our clinical trials and various

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preclinical studies. Our agreements with third-party service providers and CROs are and will be on a study-by-study basis and typically short-term. In all cases, we expect to be able to terminate the agreements with notice and be responsible for the supplier's previously incurred costs.

Because we rely on third parties, our internal capacity to perform these functions is limited. Outsourcing these functions involves risk that third parties may not perform to our standards, may not produce results in a timely manner or may fail to perform at all. Even if we outsource activities, in most cases regulators will hold us responsible for the compliance of the activities performed, and hold us responsible for oversight and monitoring of the activities. In addition, the use of third-party service providers requires us to disclose our proprietary information to these parties, which could increase the risk that this information will be misappropriated. There is a limited number of third-party service providers that have the expertise required to achieve our business objectives. Identifying, qualifying and managing performance of third-party service providers can be difficult and time consuming and could cause delays in our development programs. We currently have a small number of employees devoted to clinical development activities, which limits the internal resources we have available to identify and monitor our third-party providers. To the extent we are unable to identify, retain and successfully manage the performance of third-party service providers in the future, our business may be adversely affected.

We have no experience manufacturing product candidates on a large clinical or commercial scale. As a result, we are and will be dependent on third parties for the manufacture of SCY-078 and any future product candidates we may seek to develop, and if we experience problems with any of these third parties, the commercial manufacturing of SCY-078 and any future product candidates we may seek to develop could be delayed.

We have a small number of personnel with experience in drug product manufacturing. If SCY-078 is approved, the inability to manufacture sufficient commercial supplies of the drug product could adversely affect product commercialization. We do not currently have any agreements with third-party manufacturers for the long-term commercial supply of our product candidates, including SCY-078. We may encounter technical difficulties or delays in the transfer of SCY-078 manufacturing on a commercial scale to a third-party manufacturer, or may be unable to enter into agreements for commercial supply with third-party manufacturers, or may be unable to do so on acceptable terms.

We may not be able to establish additional sources of supply for SCY-078 and any future product candidates we may seek to develop. These suppliers are subject to regulatory requirements covering manufacturing, testing, quality control and record keeping relating to product candidates and are also subject to ongoing inspections by the regulatory agencies. Failure by any of our suppliers to comply with applicable regulations may result in long delays and interruptions to our product candidate supply while we seek to secure another supplier that meets all regulatory requirements.

Reliance on third-party manufacturers entails risks to which we would not be subject if we manufactured product candidates ourselves, including:

- the possible breach of the manufacturing agreements or violation of regulatory standards by the third parties because of factors beyond our control; and
- the possibility of termination or nonrenewal of the agreements by the third parties because of our breach of the manufacturing agreement or based on their own business priorities.

Any of these factors could result in delays or higher costs in connection with our clinical trials, regulatory submissions, required approvals or commercialization of SCY-078 and any future product candidates we may seek to develop.

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If we fail to establish or lose our relationships with CROs, our drug development efforts could be delayed.

We are substantially dependent on third-party vendors and CROs for preclinical studies and clinical trials related to our drug discovery and development efforts. If we fail to establish or lose our relationship with any one or more of these providers, we could experience a significant delay in both identifying another comparable provider and then contracting for its services, which could adversely affect our development efforts. We may be unable to retain an alternative provider on reasonable terms, or at all. Even if we locate an alternative provider, it is likely that this provider will need additional time to respond to our needs and may not provide the same type or level of services as the original provider. In addition, any contract research organization that we retain will be subject to the FDA's regulatory requirements and similar foreign standards and we do not have control over compliance with these regulations by these providers. Consequently, if these practices and standards are not adhered to by these providers, the development and commercialization of SCY-078 and any future product candidates we may seek to develop could be delayed, which could severely harm our business and financial condition.

Risks Relating to Our Intellectual Property

We are dependent on Merck for the establishment of our intellectual property rights related to SCY-078, and if Merck has not established our intellectual property rights with sufficient scope to protect SCY-078, we may have limited or no ability to assert intellectual property rights to SCY-078.

Under our agreement with Merck, Merck was responsible for establishing the intellectual property rights to SCY-078. As we were not responsible for the establishment of our intellectual property rights to SCY-078, we have less visibility into the strength of our intellectual property rights to SCY-078 than if we had been responsible for the establishment of these rights. If Merck did not establish those rights so they are of sufficient scope to protect SCY-078, then we may not be able to prevent others from using or commercializing SCY-078, and others may be able to assert intellectual property rights in SCY-078 and prevent us from further pursuing the development and commercialization of SCY-078.

It is difficult and costly to protect our proprietary rights, and we may not be able to ensure their protection.

Our commercial success will depend in part on obtaining and maintaining patent protection and trade secret protection of SCY-078 and any future product candidates we may seek to develop and the methods used to manufacture them, as well as successfully defending these patents against third-party challenges. Our ability to stop third parties from making, using, selling, offering to sell or importing SCY-078 and any future product candidates we may seek to develop is dependent upon the extent to which we have rights under valid and enforceable patents or trade secrets that cover these activities.

The patent positions of pharmaceutical companies can be highly uncertain and involve complex legal and factual questions for which important legal principles remain unresolved. No absolute policy regarding the breadth of claims allowed in pharmaceutical patents has emerged to date in the United States or in many foreign jurisdictions. Changes in either the patent laws or in interpretations of patent laws in the United States and foreign jurisdictions may diminish the value of our intellectual property. Accordingly, we cannot predict the breadth of claims that may be enforced in the patents that we currently own or that may be issued from the applications we have filed or may file in the future or that we have licensed or may license from third parties, including Merck for SCY-078. Further, if any patents we obtain or license are deemed invalid and unenforceable, it could impact our ability to commercialize or license our technology.

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The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- others may be able to make compounds that are similar to SCY-078 and any future product candidates we may seek to develop but that are not covered by the claims of our patents;
- if we encounter delays in our clinical trials, the period of time during which we could market our drug candidates under patent protection would be reduced;
- we might not have been the first to conceive, make or disclose the inventions covered by our patents or pending patent applications;
- we might not have been the first to file patent applications for these inventions;
- any patents that we obtain may be invalid or unenforceable or otherwise may not provide us with any competitive advantages; or
- the patents of others may have a material adverse effect on our business.

Due to the patent laws of a country, or the decisions of a patent examiner in a country, or our own filing strategies, we may not obtain patent coverage for all of the product candidates that may be disclosed or methods involving these candidates that may be disclosed in the parent patent application. We plan to pursue divisional patent applications and/or continuation patent applications in the United States and many other countries to obtain claim coverage for inventions that were disclosed but not claimed in the parent patent application, but may not succeed in these efforts.

Composition of matter patents on the active pharmaceutical ingredient are generally considered to be the strongest form of intellectual property protection for pharmaceutical products, as such patents generally provide protection without regard to any method of use. We cannot be certain that the claims in our patent applications covering composition-of-matter of our drug candidates will be considered patentable by the U.S. Patent and Trademark Office, or USPTO, courts in the United States or by the patent offices and courts in foreign countries. Method of use patents protect the use of a product for the method recited in the claims. This type of patent does not prevent a competitor from making and marketing a product that is identical to our product for an indication that is outside the scope of the patented method. Moreover, even if competitors do not actively promote their product for our targeted indications, physicians may prescribe these products “off-label.” Although off-label prescriptions may infringe or contribute to or induce the infringement of method of use patents, the practice is common and such infringement is difficult to prevent or prosecute. Interference proceedings provoked by third parties or brought by the USPTO may be necessary to determine the priority of inventions with respect to our patents or patent applications or those of our collaborators or licensors. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Litigation or interference proceedings may fail resulting in harm to our business, and, even if successful, may result in substantial costs and distract our management and other employees.

There have been numerous changes to the patent laws and proposed changes to the rules of the USPTO, which may have a significant impact on our ability to protect our technology and enforce our intellectual property rights. For example, in September 2011, President Obama signed the America Invents Act that codifies several significant changes to the U.S. patent laws, including, among other things, changing from a “first to invent” to a “first inventor to file” system, limiting where a patent holder may file a patent suit, replacing interference or “first to invent” proceedings with derivation proceedings and creating inter partes review and post-grant opposition proceedings to challenge the validity of patents after they have

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been issued. The effects of these changes are currently unclear as the USPTO only recently has adopted regulations implementing the changes, the courts have yet to address any of these provisions, and the applicability of the act and new regulations on specific patents and patent applications discussed herein have not been determined and would need to be reviewed.

Periodic maintenance fees on any issued patent are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of the patent. The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Noncompliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. In such an event, our competitors might be able to enter the market, which would have a material adverse effect on our business.

We also rely on trade secrets to protect our technology, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. Although we use reasonable efforts to protect our trade secrets, our employees, consultants, contractors, licensees, licensors, outside scientific collaborators and other advisors may unintentionally or willfully disclose our information such that our competitors may obtain it. Enforcing a claim that a third party illegally obtained and is using any of our trade secrets is expensive and time consuming, and the outcome is unpredictable. Moreover, our competitors may independently develop equivalent knowledge, methods and know-how, such as new therapies, including therapies for the indications we are targeting. If others seek to develop similar therapies, their research and development efforts may inhibit our ability to conduct research in certain areas and to expand our intellectual property portfolio, and also have a material adverse effect on our business.

We may incur substantial costs as a result of litigation or other proceedings relating to patent and other intellectual property rights and we may be unable to enforce or protect our rights to, or use, our technology.

If we choose to go to court to stop another party from using the inventions claimed in any patents we obtain, that individual or company has the right to ask the court to rule that such patents are invalid or should not be enforced. These lawsuits are expensive and would consume time and resources and divert the attention of managerial and scientific personnel even if we were successful in stopping the infringement of such patents or sustaining their validity and enforceability. In addition, there is a risk that the court will decide that such patents are not valid and that we do not have the right to enforce them. There is also the risk that, even if the validity of such patents is upheld, the court will refuse to stop the other party on the grounds that such other party's activities do not infringe such patents. In addition, the United States Court of Appeals for the Federal Circuit and the Supreme Court of the United States continue to address issues under the United States patent laws, and the decisions of those and other courts could adversely affect our ability to sustain the validity of our issued or licensed patents and obtain new patents.

Furthermore, a third party may claim that we or our manufacturing or commercialization partners or customers are using inventions covered by the third party's patent rights and may go to court to stop us or our partners and/or customers from engaging in our operations and activities, including making or selling SCY-078 and any future product candidates we may seek to develop. These lawsuits are costly and could affect our results of operations and divert the attention of managerial and scientific personnel. There is a risk that a court would decide that we or our commercialization partners or customers are infringing the third

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party's patents and would order us or our partners or customers to stop the activities covered by the patents. In that event, we or our commercialization partners or customers may not have a viable way around the patent and may need to halt commercialization or use of the relevant product. In addition, there is a risk that a court will order us or our partners or customers to pay the other party damages for having violated the other party's patents or obtain one or more licenses from third parties, which may be impossible or require substantial time and expense. We cannot predict whether any license would be available at all or whether it would be available on commercially reasonable terms. Furthermore, even in the absence of litigation, we may need to obtain licenses from third parties to advance our research or allow commercialization of our drug candidates, and we have done so from time to time. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. In such events, we would be unable to further develop and commercialize one or more of our drug candidates, which could harm our business significantly. In the future, we may agree to indemnify our commercial partners and/or customers against certain intellectual property infringement claims brought by third parties which could increase our financial expense, increase our involvement in litigation and/or otherwise materially adversely affect our business.

Because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation, which could adversely affect our intellectual property rights and our business. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock.

The pharmaceutical and biotechnology industries have produced a proliferation of patents, and it is not always clear to industry participants, including us, which patents cover various types of products or methods of use. The coverage of patents is subject to interpretation by the courts, and the interpretation is not always uniform. For example, we are aware of the existence of other patents relating to the treatment of Hepatitis C Virus which, if we are determined to infringe, may limit our ability to fully commercialize SCY-635. If we are sued for patent infringement, we would need to demonstrate that our products or methods either do not infringe the patent claims of the relevant patent or that the patent claims are invalid or unenforceable, and we may not be able to do this. Proving invalidity or unenforceability is difficult. For example, in the United States, proving invalidity requires a showing of clear and convincing evidence to overcome the presumption of validity enjoyed by issued patents.

Because some patent applications in the United States may be maintained in secrecy until the patents are issued, because patent applications in the United States and many foreign jurisdictions are typically not published until eighteen months after filing, because searches and examinations of patent applications by the USPTO and other patent offices may not be comprehensive, and because publications in the scientific literature often lag behind actual discoveries, we cannot be certain that others have not filed patent applications for technology covered by our patents or pending applications. Our competitors may have filed, and may in the future file, patent applications and may have obtained patents covering technology similar to ours. Any such patents or patent application may have priority over our patent applications, which could further require us to obtain or license rights to issued patents covering such technologies. If another party has obtained a U.S. patent or filed a U.S. patent application on inventions similar to ours, we may have to participate in a proceeding before the USPTO or in the courts to determine which patent or application has priority. The costs of these proceedings could be substantial, and it is possible that our application or patent could be determined not to have priority, which could adversely affect our intellectual property rights and business.

We have received confidential and proprietary information from collaborators, prospective licensees and other third parties. In addition, we employ individuals who were previously employed at other

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biotechnology or pharmaceutical companies. We may be subject to claims that we or our employees, consultants or independent contractors have improperly used or disclosed confidential information of these third parties or our employees' former employers. Litigation may be necessary to defend against these claims. Even if we are successful in defending against these claims, litigation could result in substantial cost and be a distraction to our management and employees. If we are not successful, our ability to continue our operations and our business could be materially, adversely affected.

Some of our competitors may be able to sustain the costs of complex intellectual property litigation more effectively than we can because they have substantially greater resources. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise the funds necessary to continue our operations, on our ability to hire or retain employees, or otherwise on our business.

Risks Related to Employee Matters and Managing Growth

We may not be able to manage our business effectively if we are unable to attract and retain key personnel.

We may not be able to attract or retain qualified management, finance, scientific and clinical personnel in the future due to the intense competition for qualified personnel among biotechnology, pharmaceutical and other businesses, particularly in the Research Triangle Park area in North Carolina, where we have our offices and research facilities. If we are not able to attract and retain necessary personnel to accomplish our business objectives, we may experience constraints that will significantly impede the achievement of our development objectives, our ability to raise additional capital and our ability to implement our business strategy.

We are highly dependent on the development, regulatory, commercialization and business development expertise of our executive officers and key employees, especially our Chief Executive Officer, Yves Ribeill. If we lose one or more of our executive officers or key employees, our ability to implement our business strategy successfully could be seriously harmed.

We may need to expand our operations and increase the size of our company, and we may experience difficulties in managing growth.

As we advance SCY-078 through preclinical studies, clinical trials and commercialization, we will need to increase our product development, scientific, marketing, sales and administrative headcount to manage these efforts. Our management, personnel and systems currently in place may not be adequate to support this future growth. Our need to effectively manage our operations, growth and various projects requires that we:

- successfully attract and recruit new employees with the expertise and experience we will require;
- manage our clinical programs effectively, which we anticipate being conducted at numerous clinical sites;
- develop a marketing and sales infrastructure; and
- continue to develop our operational, financial and management controls, reporting systems and procedures.

If we are unable to successfully manage this growth, our business may be adversely affected.

Other Risks Relating to Our Business

We face potential product liability exposure, and if successful claims are brought against us, we may incur substantial liability for a product candidate and may have to limit its commercialization.

The use of product candidates in clinical trials and the sale of any products for which we may obtain marketing approval expose us to the risk of product liability claims. Product liability claims may be brought against us or our partners by participants enrolled in our clinical trials, patients, healthcare providers or others using, administering or selling products. If we cannot successfully defend ourselves against any such claims, we would incur substantial liabilities. Regardless of merit or eventual outcome, product liability claims may result in:

- withdrawal of clinical trial participants;
- termination of clinical trial sites or entire trial programs;
- costs of related litigation;
- substantial monetary awards to patients or other claimants;
- decreased demand for product candidates and loss of revenue;
- impairment of our business reputation;
- diversion of management and scientific resources from our business operations; and
- the inability to commercialize product candidates.

We have obtained limited product liability insurance coverage for our clinical trials domestically and in selected foreign countries where we are conducting clinical trials. Our coverage is currently limited to \$5.0 million per occurrence and \$5.0 million in the aggregate per year, as well as additional local country product liability coverage for trials conducted outside of the United States as required by the local country regulations. As such, our insurance coverage may not reimburse us or may not be sufficient to reimburse us for any expenses or losses we may suffer. Moreover, insurance coverage is becoming increasingly expensive and, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses due to product liability. We intend to expand our insurance coverage for products to include the sale of commercial products if we obtain marketing approval for product candidates, but we may be unable to obtain commercially reasonable product liability insurance for any products approved for marketing. Large judgments have been awarded in class action lawsuits based on drugs that had unanticipated side effects. A successful product liability claim or series of claims brought against us, particularly if judgments exceed our insurance coverage, could decrease our cash necessary to develop SCY-078 and any future product candidates we may seek to develop and adversely affect our business.

Our operations involve hazardous materials, which could subject us to significant liabilities.

Our research and development processes involve the controlled use of hazardous materials, including chemicals. Our operations produce hazardous waste products. We cannot eliminate the risk of accidental contamination or discharge or injury from these materials. Federal, state and local laws and regulations govern the use, manufacture, storage, handling and disposal of these materials. We could be subject to civil damages in the event of exposure of individuals to hazardous materials. In addition, claimants may sue us for injury or contamination that results from our use of these materials and our liability may exceed our total assets. We have general liability insurance coverage of up to \$1.0 million per occurrence, with an annual aggregate limit of \$2.0 million, which excludes pollution liability. This coverage may not be adequate to cover all claims related to our biological or hazardous materials. Furthermore, if we were to be held liable

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for a claim involving our biological or hazardous materials, this liability could exceed our insurance coverage, if any, and our other financial resources. Compliance with environmental and other laws and regulations may be expensive and current or future regulations may impair our research, development or production efforts. In addition, failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Our insurance policies are expensive and protect us only from some business risks, which will leave us exposed to significant uninsured liabilities.

We do not carry insurance for all categories of risk that our business may encounter. Some of the policies we currently maintain include general liability, employment practices liability, property, auto, workers' compensation, products liability and directors' and officers' insurance. We do not know, however, if we will be able to maintain existing insurance with adequate levels of coverage. Any significant uninsured liability may require us to pay substantial amounts, which would adversely affect our cash position and results of operations.

Our research and development activities could be affected or delayed as a result of possible restrictions on animal testing.

Certain laws and regulations require us to test our product candidates on animals before initiating clinical trials involving humans. Animal testing activities have been the subject of controversy and adverse publicity. Animal rights groups and other organizations and individuals have attempted to stop animal testing activities by pressing for legislation and regulation in these areas and by disrupting these activities through protests and other means. To the extent the activities of these groups are successful, our research and development activities may be interrupted, delayed or become more expensive.

Risks Relating to This Offering and Owning Our Common Stock

The market price of our common stock may be highly volatile, and you may not be able to resell your shares at or above the initial public offering price.

Prior to this offering, there has not been a public market for our common stock. Although we expect that our common stock will be approved for listing on the NASDAQ Global Market, if an active trading market for our common stock does not develop following this offering you may not be able to sell your shares quickly or above the initial public offering price. The initial public offering price for the shares will be determined by negotiations between us and the representative of the underwriters and may not be indicative of prices that will prevail in the trading market, and the value of our common stock may decrease from the initial public offering price.

The trading price of our common stock is likely to be volatile. The following factors, in addition to other factors described in this "Risk Factors" section and elsewhere in this prospectus, may have a significant impact on the market price of our common stock:

- the results of our preclinical testing or clinical trials;
- the ability to obtain additional funding;
- any delay in filing an NDA or similar foreign applications for SCY-078 and any future product candidate we may seek to develop or any adverse development or perceived adverse development with respect to the FDA's review of that NDA or a foreign regulator's review of a similar applications;
- maintenance of our existing collaborations or ability to enter into new collaborations;

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- our collaboration partners' election to develop or commercialize product candidates under our collaboration agreements or the termination of any programs under our collaboration agreements;
- any intellectual property infringement actions in which we or our licensors and collaboration partners may become involved;
- our ability to successfully develop and commercialize future product candidates;
- changes in laws or regulations applicable to future products;
- adverse regulatory decisions;
- introduction of new products, services or technologies by our competitors;
- achievement of financial projections we may provide to the public;
- achievement of the estimates and projections of the investment community;
- the perception of the pharmaceutical industry by the public, legislatures, regulators and the investment community;
- announcements of significant acquisitions, strategic partnerships, joint ventures or capital commitments by us, our collaboration partners or our competitors;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- legislation or regulation that mandates or encourages the use of generic products;
- additions or departures of key scientific or management personnel;
- significant lawsuits, including patent or stockholder litigation;
- changes in the market valuations of similar companies;
- general economic and market conditions and overall fluctuations in the U.S. equity markets;
- sales of our common stock by us, our executive officers and directors or our stockholders in the future; and
- trading volume of our common stock.

In addition, companies trading in the stock market in general, and the NASDAQ Global Market in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance.

Our executive officers, directors and principal stockholders own a significant percentage of our stock and will be able to exert significant control over matters submitted to our stockholders for approval.

As of February 7, 2014, our executive officers, directors and stockholders who own more than 5% of our outstanding common stock, together beneficially own shares representing approximately 89.1% of our common stock and, upon the closing of this offering, that same group will beneficially own approximately % of our outstanding stock. Therefore, even after this offering, these stockholders will have the ability to influence us through this ownership position. These stockholders may be able to determine all matters requiring stockholder approval. For example, these stockholders, acting together, may be able to control elections of directors, amendments to our organizational documents, or approval of any merger, sale of assets, or other major corporate action. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that you may believe are in your best interest as one of our stockholders.

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We have identified material weaknesses in our internal controls over financial reporting.

Maintaining effective internal controls over financial reporting is necessary for us to produce accurate financial statements on a timely basis. We have identified material weaknesses in our internal control over financial reporting. We are currently in the process of remediating these material weaknesses by, among other things, designing and implementing new procedures and controls. Management continues to devote significant time and attention to remediating these material weaknesses and improving our internal controls, and we expect to continue to incur costs associated with implementing appropriate processes, which could include fees for additional audit and consulting services, which could negatively affect our financial condition and operating results.

The requirements associated with being a public company will require significant company resources and management attention.

Following this offering, we will become subject to the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, the listing requirements of the NASDAQ Global Market and other applicable securities rules and regulations. The Exchange Act requires that we file annual, quarterly and current reports with respect to our business and financial condition and maintain effective disclosure controls and procedures and internal control over financial reporting. In addition, subsequent rules implemented by the SEC and The NASDAQ Stock Market may also impose various additional requirements on public companies. As a result, we will incur additional legal, accounting and other expenses that we did not incur as a nonpublic company, particularly after we are no longer an “emerging growth company” as defined in the JOBS Act. Further, the need to establish the corporate infrastructure demanded of a public company may divert management’s attention from implementing our growth strategy. We have made, and will continue to make, changes to our corporate governance standards, disclosure controls and financial reporting and accounting systems to meet our reporting obligations. However, the measures we take may not be sufficient to satisfy our obligations as a public company, which could subject us to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

Section 404(a) of the Sarbanes-Oxley Act requires annual management assessments of the effectiveness of our internal control over financial reporting, starting with the second annual report that we would expect to file with the SEC, and we will be required to disclose material changes made in our internal controls and procedures on a quarterly basis. Company responsibilities required by the Sarbanes-Oxley Act include establishing corporate oversight and adequate internal control over financial reporting and disclosure controls and procedures. Effective internal controls are necessary for us to produce reliable financial reports and are important to help prevent financial fraud. However, our independent registered public accounting firm will not be required to attest to the effectiveness of our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act until the later of the year following our first annual report required to be filed with the SEC or the date we are no longer an “emerging growth company” as defined in the JOBS Act, because we are taking advantage of the exemptions contained in the JOBS Act.

To build the infrastructure to allow us to assess the effectiveness of our internal control over financial reporting, we will need to hire additional accounting personnel and improve our accounting systems, disclosure policies, procedures and controls, which will be costly and time consuming. If we are unsuccessful in building an appropriate accounting infrastructure, we may not be able to prepare and disclose, in a timely manner, our financial statements and other required disclosures, or comply with existing or new reporting requirements.

If we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal control over financial reporting is effective. We cannot assure you that there

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will not be material weaknesses in our internal control over financial reporting in the future. Any failure to maintain internal control over financial reporting could severely inhibit our ability to accurately report our financial condition, results of operations or cash flows. If we are unable to conclude that our internal control over financial reporting is effective, or if our independent registered public accounting firm determines we have a material weakness in our internal control over financial reporting, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our common stock could decline, and we could be subject to sanctions or investigations by The NASDAQ Stock Market, the SEC or other regulatory authorities. Failure to remedy any material weakness in our internal control over financial reporting, or to implement or maintain other effective control systems required of public companies, could also restrict our future access to the capital markets.

The recently enacted JOBS Act will allow us to postpone the date by which we must comply with some of the laws and regulations intended to protect investors and to reduce the amount of information we provide in our reports filed with the SEC, which could undermine investor confidence in our company and adversely affect the market price of our common stock.

For so long as we remain an “emerging growth company” as defined in the JOBS Act, we may take advantage of certain exemptions from various requirements that are applicable to public companies that are not “emerging growth companies” including:

- the provisions of Section 404(b) of the Sarbanes-Oxley Act requiring that our independent registered public accounting firm provide an attestation report on the effectiveness of our internal control over financial reporting;
- the obligation to provide three years of audited financial statements;
- the “say on pay” provisions, requiring a non-binding stockholder vote to approve compensation of certain executive officers, and the “say on golden parachute” provisions, requiring a non-binding stockholder vote to approve golden parachute arrangements for certain executive officers in connection with mergers and certain other business combinations, of the Dodd-Frank Act and some of the disclosure requirements of the Dodd-Frank Act relating to compensation of our chief executive officer;
- the requirement to provide detailed compensation discussion and analysis in proxy statements and reports filed under the Exchange Act, and instead provide a reduced level of disclosure concerning executive compensation; and
- any rules that may be adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation or a supplement to the auditor’s report on the financial statements.

We currently intend to take advantage of some of the reduced regulatory and reporting requirements that will be available to us under the JOBS Act so long as we qualify as an “emerging growth company.”

If you purchase shares of our common stock in this offering, you will incur immediate and substantial dilution in the pro forma net tangible book value of your shares.

Investors purchasing common stock in this offering will pay a price per share that substantially exceeds the pro forma net tangible book value per share. As a result, investors purchasing common stock in this offering will incur immediate dilution of \$ per share, based on an assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, and our pro forma net tangible book value as of December 31, 2013. Further, based on these assumptions, investors purchasing common stock in this offering will contribute approximately % of the total amount invested by stockholders since our inception, but will own only approximately % of the shares of common stock outstanding. For information on how these amounts were calculated, see “Dilution.”

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In addition, as of December 31, 2013, options to purchase 2,809,128 shares of our common stock, at a weighted average exercise price at December 31, 2013, of \$1.26 per share, were outstanding. The exercise of any of these options would result in additional dilution. As a result of the dilution, investors purchasing stock in this offering may receive significantly less than the purchase price paid in this offering, if anything, in the event of our liquidation.

Sales of a substantial number of shares of our common stock in the public market by our existing stockholders could cause our stock price to fall.

Sales of a substantial number of shares of our common stock in the public market, or the perception that these sales might occur, could depress the market price of our common stock and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that sales may have on the prevailing market price of our common stock.

All of the shares of common stock sold in this offering will be freely tradable without restrictions or further registration under the Securities Act of 1933, as amended, or the Securities Act, except for any shares held by our affiliates as defined in Rule 144 under the Securities Act or our current stockholders pursuant to lock-up agreements. Substantially all of the remaining shares of common stock outstanding after this offering, based on shares outstanding as of December 31, 2013, will be restricted as a result of securities laws, lock-up agreements or other contractual restrictions that restrict transfers for at least 180 days after the date of this prospectus. RBC Capital Markets, LLC may, in its sole discretion, release all or some portion of the shares subject to lock-up agreements prior to expiration of the lock-up period.

Certain holders of our securities are entitled to rights with respect to the registration of their shares under the Securities Act, subject to the applicable lock-up arrangement described above. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our common stock.

Future sales and issuances of our common stock or rights to purchase common stock could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall.

We expect that significant additional capital will be needed in the future to continue our planned operations. To the extent we raise additional capital by issuing equity securities, our stockholders may experience substantial dilution. We may sell common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. These sales may also result in new investors gaining rights superior to our existing stockholders.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the use of the net proceeds from this offering, including for any of the purposes described in the section titled "Use of Proceeds," and you will not have the opportunity as part of your investment decision to assess whether the net proceeds are being used appropriately. Because of the number and variability of factors that will determine our use of the net proceeds from this offering, their ultimate use may vary substantially from their currently intended use. The failure of our management to use these funds effectively could have a material adverse effect on our business, cause the market price of our common stock to decline and delay the development of SCY-078 and any future product candidates we may seek to develop. Pending their use, we may invest the net proceeds from this offering in short-term, investment-grade, interest-bearing instruments and U.S. government securities. These investments may not yield a favorable return to our stockholders.

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Because we do not intend to declare cash dividends on our shares of common stock in the foreseeable future, stockholders must rely on appreciation of the value of our common stock for any return on their investment.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends in the future. As a result, we expect that only appreciation of the price of our common stock, if any, will provide a return to investors in this offering for the foreseeable future. Investors seeking cash dividends should not invest in our common stock.

If securities or industry analysts do not publish or cease publishing research or reports about us, our business or our market, or if they change their recommendations regarding our common stock adversely, the price of our common stock and trading volume could decline.

The trading market for our common stock will be influenced by the research and reports that securities or industry analysts may publish about us, our business, our market or our competitors. If any of the analysts who may cover us change their recommendation regarding our common stock adversely, or provide more favorable relative recommendations about our competitors, the price of our common stock would likely decline. If any analyst who may cover us were to cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which in turn could cause the price of our common stock or trading volume to decline.

We may be subject to securities litigation, which is expensive and could divert management attention.

Our share price may be volatile, and in the past, companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Litigation of this type could result in substantial costs and diversion of management's attention and resources, which could seriously harm our business. Any adverse determination in litigation could also subject us to significant liabilities.

Anti-takeover provisions in our charter documents and under Delaware law could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our amended and restated certificate of incorporation and our bylaws may delay or prevent an acquisition of us, including the ability of our board of directors establish new series of preferred stock and issue shares of these new series, which could be used by our board of directors to oppose a hostile takeover attempt, which some stockholders may believe would be in the best interests of stockholders. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors, which is responsible for appointing the members of our management, including the elimination of cumulative voting, inability of our stockholders to call special meetings or take action by written consent, ability of our board of directors to fill board vacancies, and ability of our board of directors to determine the size of the board of directors. In addition, we are subject to Section 203 of the Delaware General Corporation Law, which generally prohibits stockholders owning in excess of 15% of our outstanding voting stock from merging or combining with us. Finally, our charter documents establish advance notice requirements for nominations for election to our board of directors and for proposing matters that can be acted upon at stockholder meetings. Although we believe these provisions together provide for an opportunity to receive higher bids by requiring potential acquirers to negotiate with our board of directors, they would apply even if the offer may be considered beneficial by some stockholders.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections titled “Prospectus Summary,” “Risk Factors,” “Use of Proceeds,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Market, Industry and Other Data,” “Business” and “Shares Eligible for Future Sale,” contains forward-looking statements. In some cases you can identify these statements by forward-looking words, such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “goal,” “intend,” “may,” “plan,” “potential,” “seek,” “will,” “would,” or the negative or plural of these words or similar expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- our ability to successfully develop SCY-078, including an IV formulation of SCY-078;
- our expectations regarding the benefits we will obtain from the oral form SCY-078 having been designated as a QIDP and the expectation that the IV form will also be designated as a QIDP;
- our ability to obtain FDA approval of SCY-078;
- our expectations regarding the devotion of our resources;
- our expected uses of the net proceeds to us from this offering, and how long they will last;
- the expected costs of studies and when they will begin;
- our ability to scale up manufacturing to commercial scale;
- our reliance on third parties to conduct our clinical studies;
- our reliance on third-party contract manufacturers to manufacture and supply commercial supplies of SCY-078 for us;
- our expectations regarding the marketing of SCY-078 should we receive regulatory approval;
- our estimates of our expenses, ongoing losses, future revenue, capital requirements and our needs for or ability to obtain additional financing;
- our financial performance; and
- developments and projections relating to our competitors or our industry.

These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in “Risk Factors.” Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur. Moreover, except as required by law, we undertake no obligation to update publicly any forward-looking statements for any reason after the date of this prospectus to conform these statements to actual results or to changes in our expectations.

You should read this prospectus, and the documents that we reference in this prospectus and have filed with the Securities and Exchange Commission as exhibits to the registration statement of which this

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prospectus is a part, with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

MARKET, INDUSTRY AND OTHER DATA

We obtained the industry, market and other data throughout this prospectus from our own internal estimates and research, as well as from industry publications and research, surveys and studies conducted by third parties. Industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. While we believe that each of these studies and publications is reliable, we have not independently verified market and industry data from third-party sources. While we believe our internal company research is reliable and the definitions of our market and industry are appropriate, neither this research nor these definitions have been verified by any independent source.

Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties and actual events or circumstances may differ materially from events and circumstances that are assumed in this information. In some cases, we do not expressly refer to the sources from which this data is derived. In that regard, when we refer to one or more sources of this type of data in any paragraph, you should assume that other data of this type appearing in the same paragraph is derived from the same sources, unless otherwise expressly stated or the context otherwise requires.

USE OF PROCEEDS

We estimate that the net proceeds from our issuance and sale of _____ shares of our common stock in this offering will be approximately \$ _____ million, or approximately \$ _____ million if the underwriters exercise their over-allotment option in full, assuming an initial public offering price of \$ _____ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

A \$1.00 increase (decrease) in the assumed initial public offering price of \$ _____ per share would increase (decrease) the net proceeds from this offering by approximately \$ _____ million, assuming that the number of shares we are offering, as set forth on the cover page of this prospectus, remains the same, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase (decrease) of _____ shares in the number of shares we are offering would increase (decrease) the net proceeds to us from this offering by approximately \$ _____ million, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

As of December 31, 2013, we had cash and cash equivalents of approximately \$1.4 million. We currently estimate that we will use the net proceeds from this offering, together with our cash and cash equivalents as follows:

- approximately \$ _____ million for clinical and preclinical costs associated with the completion of Phase 2 and the initiation of Phase 3 trials for our lead product candidate SCY-078;
- approximately \$15.0 million to pay down our credit facility agreement with HSBC Bank USA, National Association as it becomes due; this credit facility has an interest rate of LIBOR plus 0.95% per annum and matures on December 31, 2014; and
- the balance to fund working capital, capital expenditures and other general corporate purposes.

This expected use of the net proceeds from this offering and our existing cash and cash equivalents represents our intentions based upon our current plans and business conditions. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development and commercialization efforts and the status of and results from clinical studies, as well as any collaborations that we may enter into with third parties and any unforeseen cash needs. As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering.

Pending our use of the net proceeds from this offering, we intend to invest the net proceeds in a variety of capital preservation investments, including short-term, investment grade, interest bearing instruments and U.S. government securities.

DIVIDEND POLICY

We have never declared or paid, and do not anticipate declaring, or paying in the foreseeable future, any cash dividends on our capital stock. Future determination as to the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then existing conditions, including our operating results, financial conditions, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant.

DILUTION

Dilution is the amount by which the offering price paid by the purchasers of the shares of common stock sold in this offering exceeds the pro forma as adjusted net tangible book value per share of our common stock after this offering. The pro forma net tangible book value of our common stock as of December 31, 2013, was \$(8.7) million, or \$(0.19) per share. Pro forma net tangible book value per share represents our total tangible assets less our total liabilities, divided by the number of outstanding shares of common stock, after giving effect to the pro forma adjustments referenced under “Capitalization.”

After giving effect to (a) the pro forma adjustments referenced under “Capitalization” and (b) receipt of the net proceeds from our sale of shares of common stock at an assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of December 31, 2013, would have been approximately \$ million, or \$ per share. This represents an immediate increase in pro forma net tangible book value of \$ per share to our existing stockholders and an immediate dilution of \$ per share to investors purchasing common stock in this offering.

The following table illustrates this dilution on a per share basis to new investors:

Assumed initial public offering price per share	\$
Pro forma net tangible book value per share as of December 31, 2013	\$(0.19)
Increase in pro forma net tangible book value per share attributable to new investors purchasing shares in this offering	
Pro forma net tangible book value per share after giving effect to this offering	
Dilution in pro forma net tangible book value per share to new investors in this offering	\$

If the underwriters’ over-allotment option to purchase additional shares in this offering is exercised in full, the pro forma net tangible book value, as adjusted to give effect to this offering, would be \$ per share and the dilution to new investors would be \$ per share.

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share would increase (decrease) the pro forma net tangible book value, as adjusted to give effect to this offering but assuming no exercise of the underwriters’ over-allotment option, by \$ per share and the dilution to new investors by \$ per share, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

We may also increase or decrease the number of shares we are offering. An increase of shares in the number of shares offered by us would increase our pro forma as adjusted net tangible book value by approximately \$ million, or \$ per share, and the pro forma dilution per share to investors in this offering by \$ per share, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. Similarly, a decrease of shares in the number of shares offered by us would decrease our pro forma as adjusted net tangible book value by approximately \$ million, or \$ per share, and the pro forma dilution per share to investors in this offering by \$ per share, assuming that the assumed initial public offering price remains the same, and after deducting underwriting discounts and commissions and estimated offering expenses payable by us. The pro forma information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing.

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The table below summarizes as of December 31, 2013, on a pro forma as adjusted basis described above, the number of shares of our common stock, the total consideration, and the average price per share (a) paid to us by our existing stockholders and (b) to be paid by new investors purchasing our common stock in this offering at an assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, before deducting underwriting discounts and commissions and estimated offering expenses payable by us.

	<u>Shares purchased</u>		<u>Total consideration</u>		<u>Average price per share</u>
	<u>Number</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>	
Existing stockholders		%	\$	%	\$
New investors		%		%	
Total		100.0%	\$	100.0%	

A \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share would increase (decrease) total consideration paid by new investors by \$ and increase (decrease) the percent of total consideration paid by new investors by %, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same. We may also increase or decrease the number of shares we are offering.

If the underwriters' over-allotment option to purchase additional shares in this offering is exercised in full, the percentage of shares of our common stock held by existing stockholders will be reduced to % of the total number of shares of our common stock outstanding after this offering, and the number of shares held by new investors will increase to shares, or % of the total number of shares of our common stock outstanding after this offering.

The number of shares of our common stock reflected in the discussion and tables above is based on 45,956,071 shares of our common stock outstanding as of December 31, 2013 (including convertible preferred stock on an as-converted basis and the exercise of all outstanding common stock warrants issued with our convertible notes and convertible preferred stock), and excludes the following:

- 2,809,128 shares of our common stock issuable upon the exercise of stock options outstanding at a weighted-average exercise price of \$1.26 per share;
- 1,012,684 shares of our common stock reserved for future issuance under our 2009 Stock Option Plan;
- 5,250,000 shares of our common stock reserved for future issuance under our 2014 Equity Incentive Plan;
- 975,000 shares of our common stock reserved for future issuance under our 2014 Employee Stock Purchase Plan; and
- 295,455 shares of our common stock issuable upon the exercise of common stock warrants and convertible preferred stock warrants outstanding at a weighted-average exercise price of \$2.30 per share.

To the extent that any outstanding options or warrants are exercised, new options are issued under our stock-based compensation plans or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering.

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CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of December 31, 2013:

- on an actual basis;
- on a pro forma basis to reflect the filing of our amended and restated certificate of incorporation and the automatic conversion of all outstanding shares of our convertible preferred stock into an aggregate of 33,904,001 shares of our common stock and the exercise of all outstanding common stock warrants issued with our convertible notes and convertible preferred stock into an aggregate of 5,235,889 shares of our common stock immediately prior to the closing of this offering; and
- on a pro forma as adjusted basis to further reflect the sale by us of shares of common stock in this offering at an assumed initial public offering price of \$ per share, the midpoint of the price range set forth on the cover page of this prospectus, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

You should read this table together with the sections in this prospectus titled “Selected Financial Data,” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and related notes included elsewhere in this prospectus.

	As of December 31, 2013		
	Actual	Pro forma	Pro forma as adjusted(1)
	(in thousands, except share data)		
Cash and cash equivalents	\$ 1,402	\$ 1,454	\$ _____
Convertible preferred stock, \$0.001 par value; 29,135,824 shares authorized, 17,414,632 shares issued and outstanding, actual; no shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted	\$ 87,157	\$ —	\$ —
Stockholders’ (deficit) equity:			
Preferred stock, \$0.001 par value; no shares authorized, issued, and outstanding, actual; shares authorized, no shares issued and outstanding, pro forma and pro forma as adjusted	—	—	—
Common stock, \$0.001 par value; 70,000,000 shares authorized, 6,816,181 shares issued and outstanding, actual; 70,000,000 shares authorized, pro forma and pro forma as adjusted; 45,956,071 shares issued and outstanding, pro forma; shares issued and outstanding, pro forma as adjusted	7	46	
Additional paid-in capital	5,161	104,531	
Accumulated deficit	(113,277)	(113,277)	
Total stockholders’ (deficit) equity	(108,109)	(8,700)	
Total capitalization	\$ (20,952)	\$ (8,700)	\$ _____

- (1) A \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share would increase (decrease) each of cash and cash equivalents, working capital and total assets by \$ and decrease (increase) total stockholders’ deficit by \$, assuming the number of shares offered by us,

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as set forth on the cover page of this prospectus, remains the same, after deducting underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. An increase (decrease) of shares that we are offering would increase (decrease) each of pro forma as adjusted cash and cash equivalents, working capital, total assets by approximately \$ and decrease stockholders' deficit by approximately \$, assuming the assumed initial public offering price per share, as set forth on the cover page of this prospectus, remains the same. The pro forma as adjusted information is illustrative only, and we will adjust this information based on the actual initial public offering price, number of shares offered and other terms of this offering determined at pricing.

The outstanding share information in the table above is based on 45,956,071 shares of our common stock outstanding as of December 31, 2013 (including convertible preferred stock on an as-converted basis and the exercise of all outstanding common stock warrants issued with our convertible notes and convertible preferred stock), and excludes the following:

- 2,809,128 shares of our common stock issuable upon the exercise of stock options outstanding at a weighted-average exercise price of \$1.26 per share;
- 1,012,684 shares of our common stock reserved for future issuance under our 2009 Stock Option Plan;
- 5,250,000 shares of our common stock reserved for future issuance under our 2014 Equity Incentive Plan;
- 975,000 shares of our common stock reserved for future issuance under our 2014 Employee Stock Purchase Plan; and
- 295,455 shares of our common stock issuable upon the exercise of common stock warrants and convertible preferred stock warrants outstanding at a weighted-exercise price of \$2.30 per share.

[Table of Contents](#)**SELECTED FINANCIAL DATA**

You should read the following selected financial data together with the section of this prospectus titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and the related notes included elsewhere in this prospectus. The statement of operations data for the years ended December 31, 2013 and 2012, and the balance sheet data as of December 31, 2013 and 2012, are derived from the audited financial statements that are included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results to be expected in the future.

	Year Ended December 31,	
	2013	2012
	(in thousands, except share and per share data)	
Statement of operations data:		
Total revenue	\$ 16,857	\$ 16,837
Cost of revenue	16,305	14,364
Gross profit	552	2,473
Operating expenses:		
Research and development	4,363	8,927
Selling, general and administrative	4,381	4,742
Gain on sale of asset	(988)	(3,412)
Total operating expenses	7,756	10,257
Loss from operations	(7,204)	(7,784)
Other (expense) income:		
Amortization of deferred financing costs and debt discount	(3,485)	(2,918)
Interest expense for beneficial conversion feature	(10,802)	—
Interest expense — related party	(892)	(747)
Interest expense	(192)	(225)
Derivative fair value adjustment	(7,886)	185
Other income	—	12
Total other expense	(23,257)	(3,693)
Net loss	(30,461)	(11,477)
Deemed dividend for beneficial conversion feature on Series D-2 convertible preferred stock	(4,232)	—
Deemed dividend for antidilution adjustments to convertible preferred stock	(6,402)	—
Accretion of convertible preferred stock	(5,714)	—
Net loss attributable to common stockholders	\$ (46,809)	\$ (11,477)
Net loss per share attributable to common stockholders:		
Basic and diluted	\$ (6.84)	\$ (1.73)
Basic and diluted, pro forma(1)	\$ (0.70)	
Weighted average common shares outstanding:		
Basic and diluted	6,847,684	6,642,837
Basic and diluted, pro forma(1)	32,258,881	
Stock-based compensation expense included above:		
Cost of revenue	\$ 45	\$ 103
Research and development	28	40
Selling, general and administrative	107	215

- (1) Pro forma basic and diluted net loss per share have been calculated assuming the conversion of all outstanding shares of convertible preferred stock and the exercise of all common stock warrants issued with the convertible notes and convertible preferred stock into an aggregate of 39,139,890 shares of common stock as of the beginning of the applicable period or at the time of issuance, if later.

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	December 31,	
	2013	2012
	(in thousands)	
Balance sheet data:		
Cash and cash equivalents	\$ 1,402	\$ 2,385
Working capital (deficit)	(15,524)	(9,007)
Total assets	12,387	12,118
Current portion of long-term debt	15,000	—
Convertible notes — related party, net of discount	—	11,444
Long-term debt	—	15,000
Derivative liability	12,237	683
Convertible preferred stock	87,157	46,086
Total stockholders' deficit	(108,109)	(65,415)

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and related notes thereto included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the "Risk Factors" section of this prospectus, our actual results could differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

SCYNEXIS is a pharmaceutical company committed to the discovery, development and commercialization of novel anti-infectives to address significant unmet therapeutic needs. We are developing our lead product candidate, SCY-078, as a novel oral and intravenous (IV) drug for the treatment of serious and life-threatening invasive fungal infections in humans. SCY-078 has been shown to be effective *in vitro* and *in vivo* in animal studies against a broad range of *Candida* and *Aspergillus* fungal species, including drug resistant strains. These important pathogens account for approximately 85% of invasive fungal infections in the United States and Europe. SCY-078 was shown to be sufficiently safe and well-tolerated in multiple Phase 1 studies to support progression to Phase 2 studies. We anticipate that the first patient will be enrolled in the second half of 2014 in a Phase 2 study with an oral formulation of SCY-078 for the treatment of invasive *Candida* infection, a common and often fatal invasive fungal infection, and anticipate beginning studies with an IV formulation of SCY-078 in 2015. In addition to pursuing the development of SCY-078, we are planning to use our platform of enfumafungin derivatives and expertise to expand our anti-fungal portfolio. We also have clinical and preclinical programs based on the use of cyclophilin inhibitors to treat viral diseases, and provide contract research and development services, primarily in the field of animal health, which currently generate substantially all of our revenue.

As a spinout from Aventis in 2000, we began as a chemistry and animal health services company, providing contract research services to third parties. Through the provision of these contract research and development services, we built significant expertise in parasitic infections and drug discovery. Since our formation, we have expanded our animal health capabilities and have discovered a number of proprietary compounds. In June 2004, we entered into an exclusive animal health research collaboration with Merial which included significant milestone and royalty payments. We entered into a revised agreement with Merial effective January 2012 that was non-exclusive, resulting in the ability to provide contract research and development services in the field of animal health for other third parties, but which reduced the amount of research business we receive from Merial. However, we maintain rights to milestones and royalties for products in development under the prior agreement.

The majority of the cash generated by the provision of contract research and development services and the additional capital we have raised has been used to develop proprietary compounds, including SCY-635, our cyclophilin inhibitor compound. In 2013, we exclusively licensed SCY-078 from Merck Sharp & Dohme, or Merck, in the field of human health, and Merck transferred to us the investigational new drug application pending with the U.S. Food and Drug Administration, or the FDA, as well as all data Merck had developed for the compound, plus active pharmaceutical ingredient and tablets. In 2014, Merck assigned the patents to us related to SCY-078 that it had exclusively licensed to us. We are currently seeking a partner for SCY-635 and our cyclophilin inhibitor platform, and are focusing our resources on the development of SCY-078.

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Since inception, we have incurred losses associated with development of our proprietary compounds and derived substantially all of our revenue from the provision of our contract research and development services. In the near term, we expect to expend a majority of our capital to develop SCY-078, while continuing to provide our contract research and development services which provide revenues and expert resources. Our net losses were \$30.5 million and \$11.5 million for the years ended December 31, 2013 and 2012, respectively. As of December 31, 2013, we had an accumulated deficit of \$113.3 million. Net loss for 2013 included approximately \$23.1 million of non-cash charges for related-party financing costs recorded in other expense. These costs included: a \$10.8 million charge for a beneficial conversion feature of related-party notes; a \$7.9 million derivative fair value adjustment for warrants issued to related parties; \$3.5 million for amortization of a debt discount on related-party notes and a deemed contribution for a guarantee from a related party; and \$0.9 million of interest on related-party debt.

We expect to continue to incur significant expenses and operating losses for the foreseeable future, which may fluctuate significantly from quarter to quarter and year to year. We anticipate that our expenses will increase substantially as we:

- continue the development of and seek to obtain regulatory approval for our lead product candidate, SCY-078;
- prepare for the potential commercialization, manufacturing, and distribution of SCY-078; and
- add operational, financial and management information systems and personnel, including personnel to support our product development and planned future commercialization efforts and additional expenses we will incur as a public company.

Until such time, if ever, that we can generate substantial revenue from product sales, we expect to finance our cash needs through a combination of equity offerings, debt financings, or other third-party funding, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements. We may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all, which would have a negative impact on our financial condition and could force us to delay, limit, reduce or terminate our research and development programs or commercialization efforts. Failure to receive additional funding could cause us to cease operations, in part or in full.

Collaborations and Licensing Agreements

We have signed a number of licensing and collaboration agreements with partners in human and animal health, including: (1) Merck, a pharmaceutical company, under which we exclusively licensed from Merck its rights to SCY-078 in the field of human health, and agreed to pay Merck milestones upon the occurrence of specified events and will pay tiered royalties based on worldwide sales of SCY-078 when and if it is approved (in 2014, Merck assigned the patents to us related to SCY-078 that it had exclusively licensed to us and, as contemplated by the agreement, we will continue to pay milestones and royalties); (2) Merial, a wholly owned subsidiary of Sanofi, under which we provide animal health research services on a fee for service basis and, with respect to certain product candidates, potential milestones and royalties; (3) R-Pharm, CJSC, a leading supplier of hospital drugs in Russia, granting them exclusive rights in the field of human health to develop and commercialize SCY-078 in Russia and several smaller non-core markets, under which we are entitled to receive potential milestones and royalties; and (4) Dechra Ltd., a UK listed international veterinary pharmaceutical business, granting Dechra rights to SCY-641 in the field of animal health, including dog dry eye, under which we are entitled to receive potential milestones and royalties.

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Components of Operating Results

Revenue

To date, we have derived substantially all of our revenue from the provision of our contract research and development services. In addition, we have received upfront and milestone payments in connection with our collaboration and licensing agreements. We expect that any revenue we generate will fluctuate from quarter to quarter as a result of the variability in the amounts of our contract research and development services provided, the achievement of collaboration milestones, and the consummation of new licensing arrangements. We do not expect to generate revenue from product sales for at least the next several years. If we or our collaborators fail to complete the development of product candidates in a timely manner or obtain their regulatory approval, our ability to generate future revenue, and our results of operations and financial position, would be materially adversely affected.

Revenue is recognized when all of the following conditions are met: (1) persuasive evidence of an arrangement exists, (2) rendering of services is complete, (3) fees are fixed or determinable, and (4) collection of fees is reasonably assured.

Cost of Revenue

Cost of revenue primarily consists of salaries and personnel-related costs, including employee benefits and any stock-based compensation, of our scientific personnel delivering our contract research and development services. Additional expenses include facilities and equipment costs directly associated with generating revenue, allocated overhead, materials, contracted consultants and other direct costs.

We allocate expenses associated with our facilities, information technology costs, and depreciation and amortization, between cost of revenue and operating expenses. Allocations are based on employee headcount and determined by the nature of work performed.

Research and Development Expense

Research and development expense consists of expenses incurred while performing research and development activities to discover, develop or improve potential product candidates we seek to develop. This includes conducting preclinical studies and clinical trials, manufacturing development efforts and activities related to regulatory filings for product candidates. We recognize research and development expenses as they are incurred. Our research and development expense primarily consists of:

- salaries and personnel-related costs, including benefits and any stock-based compensation for our scientific personnel performing research and development activities;
- costs related to executing preclinical and clinical trials;
- fees paid to consultants and other third parties who support our product candidate development and intellectual property protection;
- other costs in seeking regulatory approval of our products; and
- allocated overhead.

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The table below summarizes the total costs incurred for each of our key research and development projects during the periods presented:

	Years Ended December 31,	
	2013	2012
Cyclophilin Inhibitor Platform	\$2,953	\$8,509
SCY-078	1,404	—
Other	6	418
Total Research and Development	<u>\$4,363</u>	<u>\$8,927</u>

Our cyclophilin inhibitor platform and SCY-078 projects were the only key research and development projects during the periods presented. As of December 31, 2013, we have incurred total research and development costs of \$64.6 million and \$1.4 million, respectively, to develop our cyclophilin inhibitor platform and SCY-078.

We plan to increase our research and development expense for the foreseeable future as we continue our effort to develop SCY-078 and to further advance the development of our other product candidates, subject to the availability of additional funding.

The successful development of product candidates is highly uncertain. At this time, we cannot reasonably estimate the nature, timing or costs required to complete the remaining development of any product candidates. This is due to the numerous risks and uncertainties associated with the development of product candidates.

Selling, General and Administrative Expense

Selling, general and administrative expense consists primarily of salaries and personnel-related costs, including employee benefits and any stock-based compensation. This includes personnel in executive, finance, sales, human resources and administrative support functions. Other expenses include facility-related costs not otherwise allocated to cost of revenue or research and development expense, professional fees for auditing, tax and legal services, consulting costs for general and administrative purposes, information systems maintenance and marketing efforts.

We expect that our selling, general and administrative expense will increase as we operate as a public reporting company and develop and commercialize SCY-078. We believe that these increases will likely include increased costs for director and officer liability insurance, costs related to the hiring of additional personnel, and increased fees for outside consultants, lawyers and accountants. We also expect to incur increased costs to comply with corporate governance, internal controls, investor relations, disclosure and similar requirements applicable to public reporting companies.

Gain on Sale of Asset

In May 2012, we sold the rights to internally developed research software to a third party for \$4.5 million. We received an initial payment of \$3.5 million in May 2012, and subsequent payments totaling \$1.0 million in May 2013. We recorded these payments as a gain on sale of asset within total operating expenses in each of the respective periods, net of transaction expenses.

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Other Income (Expense)

Substantially all of our other income (expense) consists of non-cash costs associated with:

- a related party guarantee of our outstanding credit facility of \$3.5 million;
- interest expense on related party convertible debt of \$0.9 million;
- interest expense related to a beneficial conversion feature associated with the conversion of related- party convertible debt of \$10.8 million;
- fair value adjustments to our derivative liability for warrants issued in conjunction with the related- party convertible debt and Series D-1 and Series D-2 convertible preferred stock of \$7.9 million.

Interest paid on our outstanding bank debt comprises substantially all of the remaining other income (expense).

In April 2010, we entered into a \$15.0 million credit facility agreement with HSBC Bank USA, National Association, or HSBC, which we refer to as the 2010 Credit Agreement or credit facility. This credit facility was guaranteed by a related party. We concluded that the guarantee represents a deemed contribution and recognized the value of the guarantee as deferred financing costs. The value of the guarantee was determined based on the difference between the credit facility's stated interest rate and the interest rate that would apply if there had been no guarantee from the related party. The value was determined to be \$6.3 million at the time the credit facility was established and was amortized over the life of the credit facility. During March 2013, the credit facility and related party guarantee were extended through 2014. At the time of the extension, we concluded that the value of the new guarantee was \$3.9 million. This amount was recorded as deferred financing costs and is being amortized through 2014.

From December 2011 through June 2013, we issued convertible promissory notes totaling \$12.3 million to related parties. These notes accrued interest at a rate of 8% per year. The purchasers of the convertible notes also received warrants to purchase common stock. The promissory notes, and accrued interest, were converted into preferred stock in December 2013. The warrant fair values were accounted for as a debt discount and amortized over the stated term of the convertibles notes. We concluded that the warrants qualified as a derivative liability and the fair value of the warrants should be adjusted at each reporting period. The amortization of the debt discount is recorded in amortization of deferred financing costs and debt discount and the change in the derivative liability is recorded in derivative fair value adjustment.

Income Tax (Expense) Benefit

Income tax expense consists of U.S. federal and state income taxes. To date, we have not been required to pay U.S. federal income taxes because of our current and accumulated net operating losses.

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Results of Operations

Comparison of the Years Ended December 31, 2013 and 2012

	Years Ended December 31,				Period-to-Period Change	
	2013		2012		Amount	Percentage
	Amount	Percentage of Revenue	Amount	Percentage of Revenue		
	(dollars in thousands)					
Revenues	\$ 16,857	100.0%	\$ 16,837	100.0%	\$ 20	0.1%
Cost of revenues	16,305	96.7%	14,364	85.3%	1,941	13.5%
Gross profit	552	3.3%	2,473	14.7%	(1,921)	(77.7)%
Operating expenses:						
Research and development	4,363	25.9%	8,927	53.0%	(4,564)	(51.1)%
Selling, general, and administrative	4,381	25.9%	4,742	28.2%	(361)	(7.6)%
Gain on sale of asset	(988)	(5.9)%	(3,412)	(20.3)%	2,424	(71.0)%
Total operating expenses	7,756	46.0%	10,257	60.9%	(2,501)	(24.4)%
Loss from operations	(7,204)	(42.7)%	(7,784)	(46.2)%	580	(7.5)%
Other (expense) income:						
Amortization of deferred financing costs and debt discount	(3,485)	(20.7)%	(2,918)	(17.3)%	(567)	19.4%
Interest expense for beneficial conversion feature	(10,802)	(64.1)%	—	*	(10,802)	*
Interest expense — related party	(892)	(5.3)%	(747)	(4.4)%	(145)	19.4%
Interest expense	(192)	(1.1)%	(225)	(1.3)%	33	(14.7)%
Derivative fair value adjustment	(7,886)	(46.8)%	185	1.1%	(8,071)	(4,362.7)%
Other income	—	*	12	0.1%	(12)	(100.0)%
Total other expense	(23,257)	(138.0)%	(3,693)	(21.9)%	(19,564)	529.8%
Net loss	<u>\$(30,461)</u>	<u>(180.7)%</u>	<u>\$(11,477)</u>	<u>(68.2)%</u>	<u>\$(18,984)</u>	<u>165.4%</u>

* Not applicable or meaningful

Revenue. Revenue increased by \$20,000, or 0.1%, from \$16.8 million for the year ended December 31, 2012 to \$16.9 million for the year ended December 31, 2013. During the year ended December 31, 2013, our revenue from contract research and development services increased by \$0.4 million, or 2.3%, due to the increased services for animal health companies. The increase in revenue from contract research and development services was partially offset by non-recurring license payments received in 2012 wherein the related relationship period expired in early 2013. These non-recurring payments accounted for \$0.3 million of total revenues in 2012.

Cost of Revenue. Cost of revenue increased by \$1.9 million, or 13.5%, from \$14.4 million for the year ended December 31, 2012 to \$16.3 million for the year ended December 31, 2013. In 2012, our scientific personnel spent a significant amount of time developing our cyclophillin inhibitor products, and the

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associated salaries and personnel-related costs for this effort were included in research and development expense. During 2013, our scientific personnel devoted more of their efforts on our animal health platform in our contract research and development services business, and the associated costs are included in cost of revenue. This resulted in an increase of \$1.9 million in salaries and personnel-related costs and \$0.4 million in contracted consultants, which were partially offset by a \$0.3 million decrease in allocated overhead costs due to cost saving measures and a \$0.1 million decrease in cost of materials. Although our overhead and cost of materials were lower in 2013 compared to 2012, our increased efforts on our animal health platforms had an unfavorable impact on our gross margin in 2013.

Research and Development. Research and development expense decreased by \$4.6 million, or 51.1%, from \$8.9 million for the year ended December 31, 2012, to \$4.4 million for the year ended December 21, 2013. The decrease was primarily attributable to the reduced research and development activities for the year ended December 31, 2013 due to our scientific personnel devoting more of these efforts on our animal health platform in our contract research and development services business. We reduced our third-party research and development spending on SCY-635, which we are currently seeking to commercialize with a corporate partner. These resulted in a decrease of \$3.0 million in salaries and personnel-related costs and \$1.1 million in contracted research and development consultant costs. In addition, material costs used in research and development decreased by \$0.5 million due to reduced activities.

Selling, General and Administrative. Selling, general and administrative expense decreased by \$0.3 million, or 7.6%, from \$4.7 million for the year ended December 31, 2012, to \$4.4 million for the year ended December 31, 2013. The decrease was primarily attributable to the reduction in workforce resulting in a decrease of \$0.6 million in salaries and personnel-related costs during the year ended December 31, 2013. In addition, we also made a concerted effort to reduce marketing costs during the year ended December 31, 2013, resulting in a \$0.2 million reduction in our marketing costs compared to the prior year. These costs reductions were partially offset by a \$0.3 million increase in our administrative contractor expense.

Gain on Sale of Asset. Gain on sale of asset decreased by \$2.4 million from \$3.4 million in the year ended December 31, 2012 to \$1.0 million in the year ended December 31, 2013 due to the timing of receipt of payments on the sale of our internally developed research software. We sold the software for \$4.5 million and recognized \$3.4 million of gain, net of transaction costs, in May 2012 upon receipt of an initial payment of \$3.5 million. We recognized the additional \$1.0 million of gain in May 2013 upon receipt of the final payment.

Amortization of Deferred Financing Costs and Debt Discount. Amortization of deferred financing costs and debt discount increased by \$0.6 million, or 19.4%, from \$2.9 million for the year ended December 31, 2012 to \$3.5 million for the year ended December 31, 2013. This increase was primarily attributable to the increase in amortization of finance costs related to a deemed contribution for a guarantee from a related party due to the amendment to the terms of the related loan and debt discount related to warrants issued with the convertible notes during the year.

Interest expense for beneficial conversion feature. During 2013, we incurred noncash interest expense of \$10.8 million related to a beneficial conversion feature associated with the conversion of related-party convertible debt in December 2013.

Derivative fair value adjustment. Derivative fair value adjustment resulted in a \$7.9 million loss for the year ended December 31, 2013 compared to \$0.2 million gain for the year ended December 31, 2012. The loss for the year was mainly due to the issuance of warrants to purchase our common stock during the year ended December 31, 2013. These warrants are classified as derivative liability and are measured at fair value based on the valuation of our common stock.

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Liquidity and Capital Resources

Sources of Liquidity

Through December 31, 2013, we have funded our operations through revenue from the provision of contract research and development services and \$79.3 million from debt and equity issuances. As of December 31, 2013, we had cash and cash equivalents of approximately \$1.4 million, compared to \$2.4 million as of December 31, 2012.

We have incurred losses since our inception and, as of December 31, 2013, had an accumulated deficit of \$113.3 million. We anticipate that we will continue to incur losses for at least the next several years. We expect that our research and development and selling, general and administrative expenses will continue to increase and, as a result, we will need additional capital to fund our operations, which we may obtain through one or more of equity offerings, debt financings, or other third-party funding, strategic alliances and licensing or collaboration arrangements.

In April 2010, we entered into the 2010 Credit Agreement. The 2010 Credit Agreement comprises a \$5.0 million term loan and a \$10.0 million revolving credit facility. Borrowings under the 2010 Credit Agreement carry interest at a rate of London InterBank Offered Rate plus 0.95% per annum. The weighted-average interest rate was 1.2% and 1.4% for the years ended December 31, 2013 and 2012, respectively. The full amounts of both the \$5.0 million term loan and the \$10.0 million revolving credit facility were outstanding as of December 31, 2013, and 2012. All outstanding borrowings under the agreement are guaranteed by a related party with a direct investment in our company. The 2010 Credit Agreement contains no financial covenants.

In December 2011, we issued convertible notes and warrants to related parties that hold direct investments in our company and received proceeds of \$5.5 million. The total principal amount of the convertible notes was \$5.5 million and the convertible notes bore interest at a rate of 8% per annum. In January and May of 2012, we received \$0.2 million and \$5.7 million, respectively, from the issuance of additional convertible notes and warrants under the same agreement. In June 2013 we issued convertible notes that bear interest at a rate of 8% per annum to related parties that hold direct investments in our company and received proceeds of \$0.9 million. On December 11, 2013, in connection with the stock purchase described in the next sentence, the total principal and interest then outstanding on the convertible notes amounting to \$14.0 million were converted into Series D-1 and Series D-2 convertible preferred stock. In December 2013, we issued shares of our convertible preferred stock and warrants to purchase shares of our common stock to existing investors in our company and received net proceeds of \$2.4 million.

Cash Flows

	Years ended December 31,	
	2013	2012
	(in thousands)	
Net cash used in operating activities	\$ (4,307)	\$ (10,596)
Net cash provided by investing activities	557	3,051
Net cash provided by financing activities	2,767	5,954
Net decrease in cash and cash equivalents	\$ (983)	\$ (1,591)

Operating Activities

For the year ended December 31, 2013, our net cash used in operating activities of \$4.3 million consisted of a net loss of \$30.5 million, primarily attributable to our spending on research and development

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and our selling, general and administrative functions, offset in part by \$22.6 million in adjustments for non-cash items and \$3.5 million of cash provided by changes in working capital. Adjustments for non-cash items primarily consisted of: interest expense related to a beneficial conversion feature associated with the conversion of related-party convertible debt of \$10.8 million; amortization of deferred financing costs and debt discount of \$3.5 million related to the warrants issued in connection with our convertible debt and a related-party guarantee to our credit facility that resulted in a deemed contribution; changes in fair value of our derivative liability of \$7.9 million related to the warrants issued in connection with our debt; and depreciation expense of \$1.3 million. These were partially offset by a gain on the sale of asset of \$1.0 million. The increase in cash resulting from changes in working capital primarily consisted of a \$1.4 million increase in deferred revenue, driven primarily by a large advance payment from a customer, a \$0.9 million increase in interest payable – related party, which was primarily the result of accumulating interest on outstanding debt obligations, and a \$1.4 million decrease in accounts receivable and unbilled services.

For the year ended December 31, 2012, our net cash used in operating activities of \$10.6 million consisted of a net loss of \$11.5 million, mostly attributable to our spending on research and development, and \$0.1 million of cash used to fund changes in working capital, offset by \$1.0 million in adjustments for non-cash items. Adjustments for non-cash items primarily consisted of amortization of deferred financing costs and debt discount of \$2.9 million, related to the warrants issued in connection with our debt and a related party guarantee to our credit facility that resulted in a deemed contribution, and depreciation expense of \$1.5 million. These were partially offset by a gain on the sale of asset of \$3.4 million.

Investing Activities

For the year ended December 31, 2013, net cash provided by investing activities was \$0.6 million, which primarily consisted of a gain on sale of internally developed research software of \$1.0 million, offset in part by purchases of property and equipment of \$0.4 million.

For the year ended December 31, 2012, net cash provided by investing activities was \$3.1 million, which primarily consisted of a gain on sale of internally developed research software of \$3.4 million, offset in part by property and equipment purchased of \$0.4 million.

Financing Activities

For the year ended December 31, 2013, net cash provided by financing activities was \$2.8 million, which consisted of \$0.9 million in proceeds from the issuance of convertible notes and \$2.4 million in net proceeds from the sale of Series D-2 convertible preferred stock and warrants to purchase shares of common stock. These were partially offset by payments for deferred offering costs of \$0.5 million.

For the year ended December 31, 2012, net cash provided by financing activities consisted of \$6.0 million in proceeds from the issuance of convertible notes.

Future Funding Requirements

To date, we have not generated any revenue from product sales. We do not know when, or if, we will generate any revenue from product sales. We do not expect to generate significant revenue from product sales unless and until we obtain regulatory approval of and commercialize SCY-078. We do not expect our contract research and development services to support our funding needs associated with the development of SCY-078. In addition, we expect our expenses to increase in connection with our ongoing development activities, particularly as we continue the research, development and clinical trials of, and seek regulatory approval for, product candidates. Upon the closing of this offering, we expect to incur additional costs

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associated with operating as a public company. In addition, subject to obtaining regulatory approval of product candidates, we expect to incur significant commercialization expenses for product sales, marketing, manufacturing and distribution. We anticipate that we will need substantial additional funding in connection with our continuing operations.

Based upon our current operating plan, we believe that the net proceeds from this offering, together with our existing cash and cash equivalents, will enable us to fund our operating expenses and capital expenditure requirements through at least the first half of 2016. We intend to devote the majority of the net proceeds from this offering to fund our Phase 2 clinical study, planned Phase 3 clinical study and any additional clinical studies necessary to support and to submit an NDA for SCY-078. We have based our estimates on assumptions that may prove to be wrong, and we may use our available capital resources sooner than we currently expect. Because of the numerous risks and uncertainties associated with the development and commercialization of product candidates, we are unable to estimate the amounts of increased capital outlays and operating expenditures necessary to complete the development of product candidates.

Our future capital requirements will depend on many factors, including:

- the progress, costs, and the clinical development of SCY-078;
- the outcome, costs and timing of seeking and obtaining FDA and any other regulatory approvals;
- the ability of product candidates to progress through clinical development successfully;
- our need to expand our research and development activities;
- the costs associated with our continuing to support our ability to provide contract research and development services;
- the costs associated with securing, establishing and maintaining commercialization and manufacturing capabilities;
- our ability to maintain, expand and defend the scope of our intellectual property portfolio, including the amount and timing of any payments we may be required to make, or that we may receive, in connection with the licensing, filing, prosecution, defense and enforcement of any patents or other intellectual property rights;
- our need and ability to hire additional management and scientific and medical personnel;
- our need to implement additional internal systems and infrastructure, including financial and reporting systems; and
- the economic and other terms, timing and success of our existing licensing arrangements and any collaboration, licensing or other arrangements into which we may enter in the future.

Until such time, if ever, as we can generate substantial revenue from product sales, we expect to finance our cash needs through a combination of equity offerings, debt financings, or other third-party funding, cash generated from the provision of contract research and development services, marketing and distribution arrangements, or other collaborations, strategic alliances or licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interests of our common stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common stockholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through other third-party funding, marketing and distribution arrangements or other collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish

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valuable rights to our technologies, future revenue streams, research programs or product candidates or to grant licenses on terms that may not be favorable to us.

Contractual Obligations, Commitments and Contingencies

Our principal commitments consist of obligations under our outstanding long-term debt facilities, non-cancelable leases for our office space and certain equipment, and a purchase commitment for the licensing of the internally developed research software we sold during the year ended December 31, 2012.

The following table summarizes these contractual obligations at December 31, 2013.

Contractual Obligations	Total	Less Than 1 Year	Years 1-3	Years 4-5	More Than 5 Years
	(in thousands)				
Debt:					
Principal payments	\$15,000	\$ 15,000	—	—	—
Interest payments *	179	179	—	—	—
Operating lease commitments	5,781	1,032	2,179	2,279	291
Purchase commitment	150	150	—	—	—
Total contractual obligations	<u>\$21,110</u>	<u>\$ 16,361</u>	<u>\$ 2,179</u>	<u>\$ 2,279</u>	<u>\$ 291</u>

* Interest on our 2010 Credit Agreement is based on a variable interest rate (LIBOR) and is calculated using the interest rate as of the December 31, 2013.

The contractual obligations tables do not include any potential milestone payments we may be required to make under our collaboration and licensing agreements as the timing of when these payments will actually be made is uncertain and the payments are contingent upon the initiation and completion of future activities.

Off-Balance Sheet Arrangements

During the periods presented we did not have, nor do we currently have, any off-balance sheet arrangements as defined under SEC rules.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our financial statements, which we have prepared in accordance with accounting principles generally accepted in the United States, or GAAP. The preparation of our financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of our financial statements, as well as the reported revenues and expenses during the reported periods. We evaluate these estimates and judgments on an ongoing basis. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions.

While our significant accounting policies are more fully described in Note 3 to our financial statements appearing elsewhere in this prospectus, we believe that the following accounting policies are critical to the process of making significant judgments and estimates in the preparation of our financial statements and understanding and evaluating our reported financial results.

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Revenue Recognition and Deferred Revenue

We have historically derived substantially all of our revenue from contract research and development services performed under fee for service arrangements. We have also entered into collaboration and licensing agreements in which multiple elements exist, including the sale of licenses and the provision of services, in exchange for non-refundable upfront payments and consideration as services are performed. Under these arrangements, we are also entitled to receive development milestones and royalties in the form of a designated percentage of product sales. We recognize revenue when there is persuasive evidence of an arrangement, delivery has occurred or we have provided the service, the fees are fixed and determinable and collectability is reasonably assured.

We record amounts received prior to satisfying the above revenue recognition criteria as deferred revenue until all applicable revenue recognition criteria are met.

Stock-Based Compensation

We record the fair value of stock options issued as of the grant date as compensation expense. We recognize compensation expense over the requisite service period, which is equal to the vesting period.

Stock-based compensation expense has been reported in our statements of operations as follows:

	Years Ended December 31,	
	2013	2012
	(in thousands)	
Cost of revenue	\$ 45	\$ 103
Research and development	28	40
Selling, general and administrative	107	215
Total	<u>\$ 180</u>	<u>\$ 358</u>

Based upon an assumed initial public offering price of \$ _____ per share, the midpoint of the range set forth on the cover of this prospectus, the aggregate intrinsic value of outstanding options to purchase shares of our common stock as of December 31, 2013 was \$ _____ million, of which \$ _____ million related to vested options and \$ _____ million to unvested options.

Determination of the Fair Value of Stock-based Compensation Grants

We calculate the fair value of stock-based compensation arrangements using the Black-Scholes option-pricing model. The Black-Scholes option-pricing model requires the use of subjective assumptions, including volatility of our common stock, the expected term of our stock options, the risk free interest rate for a period that approximates the expected term of our stock options, and the fair value of the underlying common stock on the date of grant. In applying these assumptions, we considered the following factors:

- we do not have sufficient history to estimate the volatility of our common stock price. We calculate expected volatility based on reported data for selected reasonably similar publicly traded companies for which the historical information is available. For the purpose of identifying peer companies, we consider characteristics such as industry, length of trading history, similar vesting terms and in-the-money option status. We plan to continue to use the guideline peer group volatility information until the historical volatility of our common stock is relevant to measure expected volatility for future option grants;
- the assumed dividend yield is based on our expectation of not paying dividends for the foreseeable future;

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- we determine the average expected life of stock options based on the simplified method in accordance with SEC Staff Accounting Bulletin Nos. 107 and 110, as our common stock to date has not been publicly traded. We expect to use the simplified method until we have sufficient historical exercise data to provide a reasonable basis upon which to estimate expected term;
- we determine the risk-free interest rate by reference to implied yields available from U.S. Treasury securities with a remaining term equal to the expected life assumed at the date of grant; and
- we estimate forfeitures based on our historical analysis of actual stock option forfeitures.

The assumptions used in the Black-Scholes option-pricing model for the years ended December 31, 2013 and 2012, are set forth below:

Employee Stock Options

	Years Ended December 31,	
	2013	2012
Risk-free interest rate	1.99-2.33%	0.98-1.28%
Expected term (in years)	6.49%	6.13-6.49%
Expected volatility	65.49%	64.10%
Expected dividend yield	0%	0%
Forfeiture rate	5%	5%

Non-Employee Stock Options

	Years Ended December 31,	
	2013	2012
Risk-free interest rate	1.40-1.66%	0.98-1.28%
Expected term (in years)	5	5
Expected volatility	65.49%	64.10%
Expected dividend yield	0%	0%
Forfeiture rate	5%	5%

Determination of the Fair Value of Common Stock on Grant Dates

Historically, we have granted stock options at exercise prices not less than the fair value of our common stock. As there has been no public market for our common stock to date, the estimated fair value of our common stock has been determined by our board of directors. We are a private company with no active public market for our common stock. Therefore, our board of directors has estimated per share fair value of our common stock at each grant date using recently prepared valuations performed in accordance with the guidance outlined in the American Institute of Certified Public Accountants Practice Aid, *Valuation of Privately-Held Company Equity Securities Issued as Compensation*, also known as the Practice Aid. In conducting these valuations, our board of directors considered all objective and subjective factors that it believed to be relevant, including its and management's best estimate of our business condition, prospects and operating performance at each grant date. In reaching these fair value determinations, our board of directors and management considered a range of objective and subjective factors and assumptions including, among others:

- our results of operations, financial position, status of our research and development efforts, stage of development and business strategy;
- external market conditions affecting the life sciences and biotechnology industry sectors;

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- the prices at which we sold shares of convertible preferred stock to third-party investors;
- the superior rights and preferences of the convertible preferred stock relative to our common stock at the time of each grant;
- our stage of development and business strategy and the material risks related to our business and industry;
- the valuation of publicly traded companies in the life sciences and biotechnology sectors, as well as recently completed mergers and acquisitions of peer companies;
- the lack of an active public market for our common stock and convertible preferred stock;
- the likelihood of achieving a liquidity event in light of prevailing market conditions, such as an initial public offering or sale of our company; and
- any recent contemporaneous valuations prepared in accordance with methodologies outlined in the Practice Aid.

Estimating the fair value of our common stock is highly complex and subjective because our shares are not publicly traded. We will not need these estimates to determine the fair value of new stock-based compensation awards once our underlying shares begin trading publicly.

Common Stock Valuation Methodology

We utilize the probability weighted expected return method, or PWERM, approach to allocate value to our common shares. The PWERM approach employs various market, income or cost approach calculations depending on the likelihood of various liquidation scenarios. For each of the various scenarios, an equity value is estimated and the rights and preferences for each stockholder class are considered to allocate the equity value to common stock. The common stock value is then multiplied by a discount factor reflecting the calculated discount rate and the timing of the event. Lastly, the common stock value is multiplied by an estimated probability for each scenario. The probability and timing of each scenario are based on discussions between our board of directors and our management team. Under the PWERM, the value of our common stock is based on five possible future events for our company:

- an initial public offering;
- an outright strategic sale;
- a staged strategic sale;
- remaining a private company; and
- a sale of our preclinical contract research and development services business.

Market Approach

The market approach uses similar companies or transactions in the marketplace, referred to as guideline companies. When using the guideline company method of the market approach in determining the fair value of our common stock under the initial public offering scenario, we identified companies similar to our business and used these guideline companies to develop relevant market multiples and ratios. We then applied these market multiples and ratios to our financial forecasts to create an indication of total equity value. In selecting the guideline companies used in our analysis, we applied several criteria, including companies in the life sciences and biotechnology sector, companies displaying economic and financial similarity in certain aspects of primary importance in the eyes of the investing public, and businesses that entail a similar degree of investment risk. When using the similar transaction methodology of the market

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approach in determining the fair value of our common stock under the strategic merger or sale scenario, we used publicly disclosed data from arm's-length transactions involving similar companies to develop relationships or value measures between the prices paid for the target companies and the underlying financial performance of those companies. We then applied these value measures to our applicable operating data to create an indication of total equity value.

Income Approach

For the income approach, we used the discounted free cash flow method, which is based on the premise that equity value as of the respective valuation date is equal to the projected future free cash flows and expected terminal value of the business, discounted by a required rate of return that investors would demand given the risks of ownership and the risks associated with achieving the stream of projected future free cash flows.

Cost Approach

We did not use the cost approach, which adjusts a company's significant tangible assets to market value, in our valuations because our value relates primarily to the intangible assets that are more appropriately valued using the market or income approaches.

The following table summarizes by grant date the number of shares of common stock subject to stock options granted from January 1, 2013 through the date of this prospectus, as well as the associated per share exercise price and the estimated fair value per share of our common stock on the grant date.

Grant Date	Number of Shares Underlying Options Granted	Exercise Price per Share	Estimated Fair Value per Share
July 11, 2013	32,218	\$ 1.00	\$ 1.00
December 20, 2013	203,000	\$ 2.70	\$ 2.34
January 16, 2014	951,393	\$ 2.70	\$ 2.34

Significant factors contributing to the determination of common stock fair value at the date of each grant beginning in fiscal year 2013 were as follows:

July 2013 Stock Option Grants. Our board of directors granted options to purchase 32,218 shares of common stock with an exercise price per share of \$1.00 on July 11, 2013. In estimating the fair value of our common stock to set the exercise price of such options as of July 11, 2013, our board of directors reviewed and considered a valuation report for our common stock as of December 31, 2012. The valuation report reflected a fair value for our common stock of \$1.00 as of December 31, 2012. Our board of directors determined that there were no significant factors affecting the value of our common stock that had occurred between December 31, 2012 and July 11, 2013.

The primary valuation considerations were:

- the liquidity event scenario probabilities and valuation methods used for determining the fair value of our common stock, which were as follows:

Scenario	Probability	Valuation Method
Initial public offering	10%	Market
Outright strategic sale	15%	Market
Staged strategic sale	30%	Market
Remain a private company	20%	Income/Market
Sale of contract research and development services business	25%	Market

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Our board of directors determined that the initial public offering market was improving, particularly within the life sciences and biotechnology sector and for companies of similar size and stage as us, and believed an initial public offering in mid-2014 was a possibility, thus assigning a probability of 10% to this scenario. Our board of directors considered remaining private to be possible but slightly less likely than the previous valuation given the uptick in initial public offering activity, resulting in this scenario being assigned a 20% probability. Similarly, our board of directors considered the sale of our contract research and development services business followed by a staged sale of the remaining business to be slightly less likely than a staged strategic sale scenario, thus assigning a 25% probability to this scenario;

- a discount rate of 30.2%, based on our estimated cost of capital; and
- a lack of marketability discount of 25%.

December 2013 and January 2014 Stock Option Grants. Our board of directors granted options to purchase 203,000 and 951,393 shares of common stock on December 20, 2013 and January 16, 2014, respectively, with an exercise price per share of \$2.70. In setting the exercise price of these options as of the respective grant dates, our board of directors reviewed and considered a valuation report for our common stock as of September 30, 2013. The valuation report reflected a fair value for our common stock of \$1.45 as of September 30, 2013. Our board of directors determined that there were significant factors which occurred between September 30, 2013 and the respective stock option grant dates that increased the fair value of our common stock, specifically:

- the board of directors made a decision to proceed with an initial public offering of our common stock; and
- we selected a lead underwriter for the initial public offering.

Having considered these factors, our board of directors set the exercise price per share at \$2.70.

The primary valuation considerations as of September 30, 2013 were:

- the liquidity event scenario probabilities and valuation methods used for determining the fair value of our common stock, which were as follows:

Scenario	Probability	Valuation Method
Initial public offering	40%	Market
Outright strategic sale	10%	Market
Staged strategic sale	30%	Market
Remain a private company	10%	Income/Market
Sale of contract research and development services business	10%	Market

We determined that the initial public offering market within the life sciences and biotechnology sector and for companies of similar size and stage as us continued to be strong. Further, as a result of our meeting with the FDA in September 2013 we discovered that we may significantly reduce the time and expense associated with progressing SCY-078 through Phase 2 and Phase 3 studies. Therefore, we believed an initial public offering in the first quarter of 2014 was a strong possibility and, thus, assigned a probability of 40% to this scenario. Because a significant part of the value of the company is attributable to drugs in development, our board of directors considered a staged strategic sale the most probable outcome if an initial public offering did not occur, continuing to assign it a probability of 30%. We considered an outright strategic sale, remaining private, or a sale of our contract research and development services business followed by a staged sale of the remaining business to be possible but

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slightly less likely than the previous valuation given the higher probability of an initial public offering, resulting in each of these scenarios being assigned a probability of 10%;

□ a lower discount rate of 25.3% due to reduced uncertainties associated with the operating forecast; and

□ a lower lack of marketability discount of 10% due to a higher probability of a liquidity event in the next six months.

We have since received a valuation report of our common stock as of December 31, 2013. This valuation report reflected a fair value for our common stock of \$2.34 as of December 31, 2013.

The primary valuation considerations as of December 31, 2013 were:

□ the liquidity event scenario probabilities and valuation methods used for determining the fair value of our common stock, which were as follows:

<u>Scenario</u>	<u>Probability</u>	<u>Valuation Method</u>
Initial public offering	70%	Market
Outright strategic sale	10%	Market
Staged strategic sale	15%	Market
Remain a private company	5%	Income/Market
Sale of contract research and development services business	0%	N/A

During the fourth quarter of 2013, our board of directors decided to proceed with an initial public offering, selected our lead underwriter, filed our initial registration statement and believed an initial public offering by March 31, 2014 was a strong possibility. As such, we assigned a probability of 70% to this scenario. Our board of directors continued to believe a staged strategic sale to be the most probable outcome if an initial public offering did not occur, assigning a probability of 15% to this scenario. We continued to consider remaining private to be possible but slightly less likely than the previous valuation given the higher probability of an initial public offering, resulting in an assigned probability of 5%. Unlike previous valuations, our board of directors determined that a sale of our contract research and development services business was no longer a viable option and, thus, assigned a probability of zero to this scenario;

□ a lower discount rate of 24.8% due to reduced uncertainties associated with the operating forecast; and

□ a lack of marketability discount of 10%.

The increase in the estimated fair value of our common stock from \$1.45 per share as of September 30, 2013 to \$2.34 per share as of December 31, 2013 was primarily due to the increased probability of an initial public offering by March 31, 2014.

Determination of the Fair Value of Common Stock Warrants on Issuance Dates

We have issued warrants to purchase our common stock in connection with the issuances of convertible notes and the issuance of Series D-2 convertible preferred stock. We calculated the fair value of common stock warrants at their intrinsic value, which is the estimated fair value of the common stock less the exercise price for the warrant. At the date of issuance, the fair value of the warrants issued with convertible notes is recognized as a debt discount to the convertible notes, which is amortized to expense over the stated term of the related notes, and as a long-term derivative liability, which is adjusted at each reporting period to reflect its fair value calculated based on the estimated fair value of our common stock.

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At the date of issuance, the fair value of the warrants issued with the Series D-2 convertible preferred stock is recognized as a discount to the Series D-2 convertible preferred stock, which is accreted to additional paid-in capital, and as a long-term derivative liability, which is adjusted at each reporting period to reflect its fair value calculated based on the estimated fair value of our common stock.

We issued common stock warrants with nominal exercise prices. The following table summarizes the number of shares of common stock subject to warrants granted from January 1, 2012 through the date of this prospectus, as well as the associated per share exercise price, and the estimated fair value per share of our common stock at the grant date:

Issuance Date	Number of Shares Underlying Common Stock Warrants	Exercise Price per Share	Estimated Fair Value per Share
January 27, 2012	10,287	\$ 0.01	\$ 1.20
May 15, 2012	265,360	\$ 0.01	\$ 1.20
December 11, 2013	4,705,170	\$ 0.01	\$ 2.37
January 31, 2014	388,641	\$ 0.01	\$ 2.34

January 2012 Common Stock Warrant Issuance. On January 27, 2012, we issued warrants to purchase 10,287 shares of our common stock in connection with an issuance of convertible notes. In estimating the fair value of our common stock warrants at the issuance date, we reviewed and considered the valuation report for our common stock as of December 31, 2011 that reflected a fair value for our common stock of \$1.20 per share. We determined that there were no significant factors affecting the value of our common stock that had occurred between December 31, 2011 and January 27, 2012. The primary valuation considerations are discussed in the section of this prospectus titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Significant Judgments and Estimates—Stock-Based Compensation—Determination of the Fair Value of Common Stock on Grant Dates.”

May 2012 Common Stock Warrant Issuance. On May 15, 2012, we issued warrants to purchase 265,360 shares of our common stock in connection with an issuance of convertible notes. In estimating the fair value of our common stock warrants at the issuance date, we reviewed and considered the valuation report for our common stock as of December 31, 2011 that reflected a fair value for our common stock of \$1.20 per share. We determined that there were no significant factors affecting the value of our common stock that had occurred between December 31, 2011 and May 15, 2012. The primary valuation considerations are discussed in the section of this prospectus titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Significant Judgments and Estimates—Stock-Based Compensation—Determination of the Fair Value of Common Stock on Grant Dates.”

December 2013 Common Stock Warrant Issuances. On December 11, 2013, holders of the June 2013 convertible notes, upon their request under the terms of the convertible notes agreement, received warrants to purchase 1,815,385 shares of our common stock. In addition, we also issued warrants to purchase 1,785,712 shares of our common stock in connection with the issuance of Series D-2 convertible preferred stock on December 11, 2013.

The warrants that we previously issued in December 2011, as well as the warrants issued in January 2012 and May 2012, contained a provision by which the number of common shares underlying these warrants will be adjusted based on the number of shares issued upon conversion of the related notes. On December 11, 2013, the related notes were converted. As a result, the number of common shares underlying these warrants increased by 1,104,073 to a total of 1,634,792.

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January 2014 Common Stock Warrant Issuance. On January 31, 2014, we issued warrants to purchase 388,641 shares of our common stock in connection with the issuance of Series D-2 convertible preferred stock on that date.

Issuance of Series D-1 and D-2 Convertible Preferred Stock

On December 11, 2013, we entered into an agreement to sell 1,785,712 shares of Series D-2 convertible preferred stock at \$1.40 per share for an aggregate price of \$2.5 million.

Concurrent with the sale, the holders of the convertible notes elected to convert the outstanding convertible notes. Under the election, the outstanding principal of \$12.3 million and the accrued interest balance of \$1.7 million converted into 6,054,255 shares of Series D-1 convertible preferred stock and 3,956,985 shares of Series D-2 convertible preferred stock at a conversion price of \$1.40 per share.

On January 31, 2014, we sold an additional 388,641 shares of Series D-2 convertible preferred stock under the December 11, 2013 agreement at \$1.40 per share for an aggregate price of \$0.5 million.

Deferred Financing Costs

We incur financing costs associated with issuing our debt facilities and recognize these costs in our balance sheet as noncurrent assets. We amortize our deferred financing costs over the life of the related debt.

Our most significant financing cost incurred to date is associated with our credit facility entered into in April 2010 and extended in March 2013. The credit facility was guaranteed by a related party. We concluded that the guarantee represents a deemed contribution and recognized the fair value of the guarantee as deferred financing costs. We determined the value of the guarantee based on the difference between the credit facility's stated interest rate and the interest rate that would apply had there been no guarantee from the related party. The value was determined to be \$6.3 million at the time the credit facility was established and was amortized over the life of the credit facility. During March 2013, the credit facility and related party guarantee were extended through 2014. At the time of the extension, we concluded that the value of the new guarantee was \$3.9 million. This amount was recorded as deferred financing costs and is being amortized through 2014.

Fair Value of Financial Instruments

We have common and preferred stock warrants that meet the definition of derivative financial instruments and are accounted for as derivatives. The fair value of these warrant derivatives is based on a valuation of our common stock at each reporting period. In order to determine the fair value of our common stock, we use a probability-weighted expected return method, or PWERM. Significant inputs for the PWERM included an estimate of our equity value, a weighted average cost of capital, and an estimated probability and timing for each valuation scenario.

The derivative liability for the common and preferred stock warrants was \$12.2 million at December 31, 2013 based on an estimated fair value of the common stock and Series C-1 convertible preferred stock. A 10% increase in the estimated fair value of the common stock and Series C-1 convertible preferred stock would have resulted in a derivative liability of \$13.5 million, and a 10% decrease in the estimated fair value of the common stock and Series C-1 convertible preferred stock would have resulted in a derivative liability of \$11.0 million. Estimating the fair value of the underlying shares is highly complex and subjective because our shares are not publicly traded.

Upon exercise of the warrants, we will adjust the derivative liability to fair value with any changes recorded in other income (expense). At such time, the derivative liability will also be reclassified to additional paid-in capital, and no further revaluations will be necessary.

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The beneficial conversion feature associated with the conversion of related-party convertible notes in December 2013 resulted in additional interest expense of \$10.8 million based on the estimated fair value of our Series D-1 and Series D-2 convertible preferred stock on the dates the convertible notes were issued. Since the amount of the beneficial conversion feature was limited by the amount of the proceeds allocated to the convertible notes, a 10% increase or decrease in the estimated fair value of our Series D-1 and Series D-2 convertible preferred stock would not have changed the amount that we recognized as additional interest expense for the year ended December 31, 2013.

We recorded a beneficial conversion feature associated with the sale of Series D-2 convertible preferred stock in December 2013 of \$4.2 million based on the estimated fair value of the common stock on December 11, 2013 of \$2.37. A 10% increase in the estimated fair value of the common stock would have resulted in a beneficial conversion feature of \$4.7 million, and a 10% decrease in the estimated fair value of the common stock would have resulted in a beneficial conversion feature of \$3.8 million. Estimating the fair value of the underlying shares is highly complex and subjective because our shares are not publicly traded.

We recorded a beneficial conversion feature associated with the antidilution adjustment of our Series B, Series C, and Series C-2 convertible preferred stock in December 2013 of \$6.4 million based on the estimated fair value of the common stock on the issuance date of the respective convertible preferred stock. A 10% increase in the estimated fair value of the common stock would have resulted in a beneficial conversion feature of \$7.0 million, and a 10% decrease in the estimated fair value of the common stock would have resulted in a beneficial conversion feature of \$5.8 million. Estimating the fair value of the underlying shares is highly complex and subjective because our shares are not publicly traded.

Utilization of Net Operating Loss Carryforwards

As of December 31, 2013, we had federal net operating loss, or NOL, carryforwards of approximately \$71.8 million, North Carolina net economic loss, or NEL, carryforwards of approximately \$76.0 million, and Pennsylvania NOL carryforwards of approximately \$0.1 million. The federal NOL, North Carolina NEL, and Pennsylvania NOL carryforwards begin to expire in 2020, 2015, and 2022, respectively.

As of December 31, 2012, we had federal net operating loss, or NOL, carryforwards of approximately \$64.8 million, North Carolina net economic loss, or NEL, carryforwards of approximately \$69.2 million, and Pennsylvania NOL carryforwards of approximately \$0.1 million. The federal NOL, North Carolina NEL, and Pennsylvania NOL carryforwards begin to expire in 2020, 2015, and 2022, respectively.

In accordance with Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, a change in equity ownership of greater than 50% within a three-year period results in an annual limitation on a company's ability to utilize its NOL carryforwards created during the tax periods prior to the change in ownership. We have determined that we have experienced Section 382 ownership changes in the past and a portion of our NOL carryforwards are subject to an annual limitation under Section 382 of the Code. If we experience a Section 382 ownership change in connection with this offering or as a result of future changes in our stock ownership, the tax benefits related to the NOL carryforwards may be further limited or lost.

Recent Accounting Pronouncements

We anticipate that the adoption of recently issued accounting standards will have no impact on our financial condition, results of operations, or disclosures.

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Quantitative and Qualitative Disclosure about Market Risk

Interest Rate Sensitivity

Our cash and cash equivalents as of December 31, 2013 consisted of cash maintained in several FDIC insured operating accounts. Our primary exposure to market risk for our cash and cash equivalents is interest income sensitivity, which is affected by changes in the general level of U.S interest rates. However, we do not believe a sudden change in the interest rates would have a material impact on our financial condition or results of operations.

We are subject to interest rate risk in connection with borrowing under our credit agreement, which comprises a \$5.0 million term loan and a \$10.0 million revolving credit facility. Borrowings under the agreement carry interest at a rate of LIBOR plus 0.95% per annum. Any borrowings under this agreement are at a variable rate and, as a result, increases in market interest rates would generally result in increased interest expense on our outstanding borrowings. As of December 31, 2013, we had \$15.0 million outstanding under the agreement. As a result, each change of one percentage point in interest rates would result in an approximate \$0.2 million change in our annual interest expense on our outstanding borrowings.

Inflation

We do not believe that inflation and changing prices has had a significant impact on our business, financial condition or results of operations for any periods presented.

BUSINESS

Overview

SCYNEXIS is a pharmaceutical company committed to the discovery, development and commercialization of novel anti-infectives to address significant unmet therapeutic needs. We are developing our lead product candidate, SCY-078, as a novel oral and intravenous (IV) drug for the treatment of serious and life-threatening invasive fungal infections in humans. SCY-078 has been shown to be effective *in vitro* and *in vivo* in animal studies against a broad range of *Candida* and *Aspergillus* fungal species, including drug resistant strains. These important pathogens account for approximately 85% of invasive fungal infections in the United States and Europe. SCY-078 was shown to be sufficiently safe and well-tolerated in multiple Phase 1 studies to support progression to Phase 2 studies. We anticipate that the first patient will be enrolled in the second half of 2014 in a Phase 2 study with an oral formulation of SCY-078 for the treatment of invasive *Candida* infection, a common and often fatal invasive fungal infection, and anticipate beginning studies with an IV formulation of SCY-078 in 2015. In addition, we have clinical and preclinical programs based on the use of cyclophilin inhibitors to treat viral diseases. We also provide contract research and development services primarily in the field of animal health, which currently generate substantially all of our revenue.

We estimate that the annual worldwide market for systemic anti-fungal therapeutics, where we will target SCY-078, is approximately \$3.6 billion. Each year there are estimated to be over 600,000 confirmed cases of invasive fungal infections caused by various species of *Candida* and *Aspergillus*, two of the most serious fungal pathogens in the United States and Europe. The rapid progression of the disease and the high mortality rates associated with invasive fungal infections often result in treatments being administered in unconfirmed cases or as a preventative measure. For example we estimate that the total number of patients treated for invasive *Candida* infections to be approximately three to four times the number of confirmed cases. Also, there is increasing use of drugs that suppress the immune system, such as chemotherapies or drugs for auto-immune disease and transplantation, which has led to an increased rate of invasive fungal infections. Furthermore, the limited number of anti-fungal drug classes, consisting of azoles, echinocandins and polyenes, and their widespread use, has led to increased numbers of, and infections with, drug-resistant strains. The resulting pattern of infection, followed by treatment, followed by the development of resistance, followed by more infections is familiar to the medical community, as it has faced these same issues with multi-drug resistant bacterial infections such as methicillin-resistant *Staphylococcus aureus*, commonly known as MRSA.

SCY-078 represents a new chemical class of drugs designed to block an established target in infectious fungi. We have conducted studies of SCY-078 using animal models that were used in the development of previously approved anti-fungal drugs where these models were proven to be predictive of efficacy in humans. Using these well-established animal models, SCY-078 was shown to be highly active against *Candida* and *Aspergillus*. SCY-078 has shown potent *in vitro* activity against a large collection of medically relevant strains of *Candida* and *Aspergillus*, including multi-drug resistant strains that have been isolated from infected patients. Across seven Phase 1 studies, which included over 100 healthy human volunteers, SCY-078 achieved sustained blood concentrations at levels believed to be clinically relevant and was sufficiently safe and well tolerated to support progression to Phase 2 studies. We are developing both an IV and oral formulation of SCY-078 because patients are typically prescribed IV treatment in hospitals, and then are switched, or “stepped down,” to oral formulations when the patient shows sufficient improvement of symptoms. The availability of SCY-078 in both oral and IV formulations would allow patients to remain within the same drug class and potentially be discharged from the hospital sooner.

As the next step in the development of SCY-078, we plan to conduct a randomized Phase 2 study and we anticipate that the first patient will be enrolled in the second half of 2014. This will be a three arm study

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comparing two doses of SCY-078 to current standard of care in patients with invasive *Candida* infections. We also intend to initiate studies with an IV formulation of SCY-078 in the first half of 2015. The next study evaluating the efficacy and safety of SCY-078 in patients will include the option of stepping down from IV to oral SCY-078.

If approved, we intend to market SCY-078 to hospitals and major medical centers, where physicians specializing in critical care, infectious disease specialists, and physicians treating immune-compromised patients, such as oncologists and those performing solid organ transplants and stem cell transplants, are likely to be found and where invasive fungal infections are more prevalent.

Despite the increasing availability of generic azole drugs and the eventual availability of generic echinocandin drugs, we believe SCY-078, once commercialized, will achieve market acceptance at prices comparable to that of the top selling branded hospital-based antibiotics. We believe we can achieve branded pricing even with the increasing availability of generic drugs. We anticipate positioning SCY-078 for use in patients infected with multi-drug resistant strains and as an alternative to echinocandins.

- *Drug resistant strains.* There are many invasive fungal strains resistant to azole drugs. High rates of morbidity and mortality, and extended hospital stays associated with infections from drug resistant strains, will make a strong argument for use of a branded-priced anti-fungal drug which is effective against these resistant strains.
- *Alternative to echinocandins.* Physicians are reluctant to prescribe azoles in hospitals where azole resistance is prevalent, as an ineffective course of therapy can compromise the patient's survival. Thus, in these settings, physicians often prescribe echinocandins; but echinocandins are only available in IV formulation. Subsequent step down to an oral azole to allow release from the hospital risks relapse of an azole resistant infection if the original pathogen was not identified and susceptibility determined, leading some physicians to keep patients on IV echinocandins for the full course of therapy. If successfully developed, SCY-078 would provide an attractive alternative to echinocandin therapy by offering an IV-to-oral step-down within a single therapeutic class, thereby facilitating earlier discharge from the hospital and the resultant reduced exposure to the risk of hospital-acquired infections.

Our Corporate Strategy

Key elements of our strategy include:

- further develop SCY-078 to obtain regulatory approval in major commercial markets;
- commercialize SCY-078 in the United States through a focused hospital-based sales force;
- contract with commercial partners to develop and commercialize SCY-078 outside of the United States; and
- leverage our strong scientific team and extensive in-house expertise in human and animal drug development to pursue the development of proprietary compounds.

Overview of the Anti-Fungal Market

Background of Fungal Diseases

Candida and *Aspergillus* species are responsible for approximately 85% of all invasive fungal infections in the United States and Europe. Infections caused by *Candida* rank as the fourth most common hospital-acquired bloodstream infection in the United States. There are approximately 400,000 confirmed cases of invasive *Candida* infections annually worldwide. Invasive *Candida* infections result in a mortality rate ranging from 27% to 42% depending on the immune status of the patient. Globally, an estimated 200,000 patients develop confirmed invasive *Aspergillus* infections annually and over 50% of these patients die, even with treatment.

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Hospital-acquired fungal infections due to *Candida* and *Aspergillus* species are becoming an increasing problem for the healthcare system. The increases in invasive fungal infections are due to the increased use of immune-suppressing chemotherapies and transplant drugs, and indwelling catheters, among other factors. Confirmed cases of invasive *Candida* infections rose in the United States by 52% between 2000 and 2005. In addition, the increase in use of broad spectrum antibiotics has been shown to contribute significantly to the risk of developing invasive fungal infections. Confirmed cases of invasive *Aspergillus* infections nearly doubled in the United States among patients receiving hematopoietic stem cell transplants between 2002 and 2005.

We believe confirmed cases of *Candida* blood infections account for only approximately one-quarter to one-third of *Candida* treatments. We further believe therapy prior to diagnosis, based on the presence of symptoms, represents a majority of the non-confirmed *Candida* treatments. This “empiric” therapy is clinically warranted because invasive *Candida* infections can be difficult to diagnose and the diagnosis is often available only after the patient has become too ill to recover. Initiation of therapy within the first twelve hours following suspicion of fungal infection reduces the risk of death by threefold. In addition, increased numbers of patients are undergoing procedures, such as chemotherapy and solid organ and stem cell transplants, that cause or result in immune-suppression and therefore put patients at high risk of invasive *Candida* infections. As a result, we believe anti-fungal therapy as preventative treatment accounts for the remaining *Candida* treatments.

Current therapeutic options

Invasive fungal infections are currently treated using three main classes of anti-fungal drugs that target fungal cell membranes or cell walls. Each of these anti-fungal drugs has its own limitations that reduces its clinical usefulness.

Azoles. Azoles, which block biosynthesis of a fungal cell membrane component, are the most frequently used class for treatment of invasive fungal infections and are available in IV and oral formulations. Azoles are used extensively for prevention and in unconfirmed cases. However, while azole-sensitive species have been well-treated, this has permitted azole-resistant infections, with species such as *Candida glabrata*, to become more prevalent. Further, cross resistance among the azoles exists, which means that once an azole has been tried and failed, another azole may not be effective. Despite these limitations, annual sales of azoles exceeded \$2.1 billion in 2012. Voriconazole, the leading azole, generated revenues of \$754 million in 2012.

Echinocandins. Echinocandins block biosynthesis of fungal cell walls by inhibiting a glucan synthase enzyme, an enzyme not found in human cells. The clinical success of echinocandins, particularly in azole resistant infections, combined with their good tolerability profile, has resulted in these compounds being increasingly used in the treatment of invasive *Candida* infections. However, echinocandins are only available in IV formulation. To allow for discharge from the hospital as quickly as possible, preferred medical practice is to transition eligible patients from IV to oral therapy. Without the availability of an oral echinocandin, physicians are forced to choose between administering oral azoles as a step down therapy and thereby risk re-emergence of an infection which may be azole resistant, or keeping the patient on an IV therapy, which may require continued hospitalization. Despite limitations as an IV-only therapy, annual sales of echinocandins were approximately \$1.1 billion in 2012. Caspofungin, the leading echinocandin, generated revenues of \$619 million in 2012.

Polyenes. Polyenes disrupt fungal cell membranes. The primary commercial polyene, amphotericin B, is used to treat a wide variety of fungi, including rare and difficult-to-treat species. However, polyenes have serious side effects including acute, potentially fatal kidney and heart injury. As a result, polyenes are typically used as a drug of last resort for treating invasive *Candida* and *Aspergillus* infections. Despite this toxicity, annual sales of lipid amphotericin B alone were approximately \$450 million in 2012.

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Anti-fungal Drug Resistance

Broad use of azole drugs has resulted in an increasing incidence of drug resistant *Candida* infections. At hospitals performing medically intensive procedures such as transplantation, rates of reduced azole susceptibility have reached 15-20%. We believe the rising level of azole resistance is driven by the reduction in prevalence of susceptible species such as *Candida albicans* and the resultant increase in prominence of infections caused by species inherently resistant to azoles, such as *Candida glabrata* and *Candida krusei*. Declining azole efficacy in *Candida* infections has caused echinocandins to emerge as drugs of first choice for most patients with invasive *Candida* infections. However, a recent study reported echinocandin resistance for *Candida glabrata* at an incidence rate exceeding 10%. Of the echinocandin resistant strains, the majority are also resistant to azoles, making these strains multi-drug resistant.

Broad use of azole drugs has also fostered resistance in *Aspergillus* species. In a 2010 study, two U.S. laboratories reported resistance rates of approximately 50% in the *Aspergillus fumigatus* species, which accounts for the majority of *Aspergillus* fungal infections in the United States. These results were corroborated in another study, in which azole-resistant mutations were observed in approximately half of the *Aspergillus* samples evaluated from patients diagnosed with invasive *Aspergillus* lung infections.

Our Product Candidate: SCY-078

SCY-078 Overview

We discovered and developed SCY-078 through a research collaboration with Merck Sharp & Dohme Corp., or Merck, a subsidiary of Merck & Co., Inc., and in May 2013 acquired worldwide rights to SCY-078 in the field of human health. The compound is derived, by chemical modification, from a natural product that shows anti-fungal activity against *Candida* and *Aspergillus* through inhibition of glucan synthesis, like the echinocandin class. SCY-078 was shown to exhibit fungicidal activity against *Candida albicans*, the most common cause of invasive fungal infections among the *Candida* species, consistent with that of the echinocandins. In addition, SCY-078 has shown potent *in vitro* activity against approximately 650 laboratory and clinically important strains of *Candida* and *Aspergillus*, including strains that are resistant to azoles and echinocandins. Activity against the majority of echinocandin resistant strains suggests that SCY-078 represents a new class of anti-fungal agents that acts on a validated anti-fungal target in a manner distinct from the echinocandins.

In animal models of invasive fungal infections used to test other drugs that have proven to be effective in humans, SCY-078 was shown to be highly active against *Candida* and *Aspergillus* species. Further studies performed in these animal models allowed for the determination of the drug concentrations in blood required to achieve full anti-fungal effect. These correlations of drug exposure to drug activity, or PK/PD, have been used to identify the predicted human dose believed to be required to achieve efficacy.

In Phase 1 studies, SCY-078 has been shown to be sufficiently safe and well-tolerated in approximately 100 healthy human subjects at initial oral doses of up to 1800mg in one day and doses up to 800mg per day for 28 consecutive days to support progression into Phase 2 studies. Furthermore, oral dosing of the compound results in sustained blood concentrations in the range predicted from preclinical PK/PD studies to be required for efficacy. We plan to conduct a randomized Phase 2 study of the oral formulation of SCY-078 for invasive *Candida* infections, and anticipate that the first patient will be enrolled in the second half of 2014. We are developing an IV formulation of SCY-078 and expect it will be available for clinical studies in the first half of 2015.

In connection with our acquisition of the worldwide rights to SCY-078, Merck transferred to us responsibility for the investigational new drug application, or IND, for SCY-078, including all related technical documents, preclinical data, data from the seven Phase 1 trials conducted by Merck, and drug

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product and drug substance. The drug supplies included sufficient amounts of SCY-078 to complete the planned Phase 2 clinical trials for the oral formulation. Merck also transferred additional quantities of active pharmaceutical ingredient, which we believe will be sufficient to support development and manufacture of an IV formulation for clinical studies and provide material for additional toxicology studies.

The Generating Antibiotics Incentives Now Act, or GAIN Act, was enacted in July 2012 to encourage the development of novel anti-infective drugs in the face of increasing drug resistance. Before the passage of the GAIN Act, the FDA traditionally required sponsors of novel anti-fungal drugs to use non-life threatening fungal infections, such as esophageal *Candida* infections, for a proof-of-concept study in preparation for Phase 3 studies in invasive disease. This approach added time and cost to the process of developing novel drugs for invasive fungal infections. In order to encourage the development of treatments for serious or life-threatening infections, the GAIN Act required the FDA to review and ensure clear guidelines for clinical development of antibacterial and anti-fungal drugs. After receiving rights to SCY-078 in May 2013, in September 2013 we met with the FDA which recommended we proceed with a smaller scale Phase 2 study directly in patients with invasive *Candida* infections, our intended patient population, without first conducting studies of esophageal *Candida* infections. These changes, we believe, may significantly reduce the time and expense associated with progressing SCY-078 through Phase 2 and Phase 3 studies.

The FDA has designated the oral formulation of SCY-078 as a Qualified Infectious Disease Product, or QIDP, under the GAIN Act. We will submit an additional application to have the IV form of SCY-078 designated as a QIDP. The QIDP designation provides, among other benefits, eligibility for increased access to the FDA during the development process as a fast track product, priority review once an NDA is submitted, and, if SCY-078 is approved for its proposed use and awarded five years of exclusivity as a new chemical entity, SCY-078 will be eligible for a ten-year period of data exclusivity, comprising five years of NCE exclusivity plus an additional five years as a designated QIDP. This exclusivity period should protect SCY-078 from being referenced in an abbreviated new drug application, or ANDA, in support of a generic drug, or a 505(b)(2) new drug application for a follow-on product until the expiration of the exclusivity period, which may be shortened by one year if an ANDA or 505(b)(2) applicant seeks to challenge any of the patents that claim SCY-078.

SCY-078 is protected by an issued composition of matter patent in the United States which provides exclusivity through 2030. We have licensed rights to develop and commercialize SCY-078 in the field of human health in Russia and certain smaller non-core markets to R-Pharm, CJSC, or R-Pharm, a leading supplier of hospital drugs in Russia, in exchange for an upfront payment, royalties, and their expertise and financial assistance in developing the compound.

SCY-078 Target Product Profile

We believe that there is significant commercial opportunity for a new anti-fungal drug that has potent activity against azole and echinocandin susceptible and resistant *Candida* and *Aspergillus* strains, available in both oral and IV formulations, and has a favorable safety and tolerability profile. SCY-078 has the potential to address all of these needs and could be used as follows:

Treatment of invasive Candida infections. If SCY-078 is proven safe and effective for the treatment of invasive *Candida* infections, we believe that it could overtake the echinocandins as the drug of choice for these infections because it will be available as both an IV and oral form. More than mere convenience, an orally effective anti-fungal would allow patients to be transitioned more easily from hospital-based care to outpatient care which would reduce, or eliminate, expensive hospital stays.

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Treatment of infections with drug resistant Candida. SCY-078 has been shown to be effective preclinically against *Candida* species inherently resistant to azoles, such as *Candida glabrata* and *Candida krusei*, and against azole resistant strains of other species such as *Candida albicans*. In addition, SCY-078 has been shown to be effective preclinically against the majority of echinocandin-resistant *Candida* strains tested. SCY-078 could provide a first line treatment against invasive *Candida* infections known to be resistant to currently available azoles and echinocandins.

Treatment of invasive Aspergillus infections. If SCY-078 is proven safe and effective in treating invasive *Aspergillus* infections, we believe the drug would offer significant advantages over the current first line azole therapy of voriconazole due to the numerous drug interactions and adverse events associated with the use of voriconazole. Furthermore, SCY-078 has been shown to be effective *in vitro* against all azole-resistant strains of *Aspergillus* tested. SCY-078 could provide a first line treatment against invasive *Aspergillus* infections known to be resistant to currently available azoles.

Prevention of Candida and Aspergillus infections. If proven to be safe and effective when used as a preventative treatment for *Candida* and *Aspergillus* infections, SCY-078 would offer advantages over current prophylactic drugs because of its activity against fungal strains that are resistant to azoles.

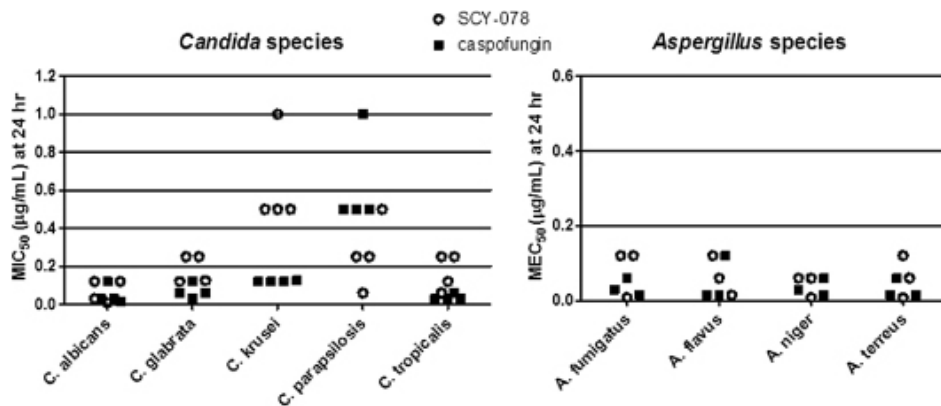
Preclinical Characterization of SCY-078

SCY-078 has broad anti-fungal activity based on a proven mechanism of action

SCY-078 is a potent inhibitor of the synthesis of the fungal cell wall polymer glucan, an essential component of *Candida* and *Aspergillus* species. Glucan synthesis inhibition is a clinically proven anti-fungal mechanism, as demonstrated by the echinocandin class of anti-fungal agents. Activity of SCY-078 observed against the majority of echinocandin-resistant strains suggests that SCY-078 acts in a manner distinct from the echinocandins.

SCY-078 is active in vitro against a broad spectrum of Candida and Aspergillus species

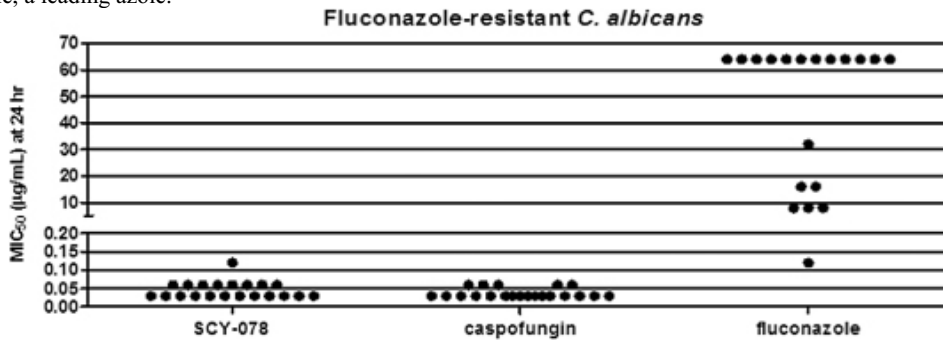
SCY-078 has been shown to have potent activity *in vitro* against over 500 strains from eleven *Candida* species and over 150 strains from four *Aspergillus* species. The charts below summarize the *in vitro* activity of SCY-078 against a collection of “wild-type” strains (*i.e.*, those having no known drug resistance) of *Candida* and *Aspergillus*. Drug activity was measured as the minimum concentration of drug which inhibits replication of *Candida* or growth of *Aspergillus* by more than 50% relative to untreated cultures (MIC_{50} and MEC_{50} , respectively). Each data point represents the average activity value for all strains tested at a single laboratory. Four laboratories were used for evaluation of *Candida* and three laboratories were used for evaluation of *Aspergillus* to confirm reproducibility of results among independent test sites. The potency of SCY-078 against these *Candida* and *Aspergillus* strains is comparable, within assay variability, to that of caspofungin, the current leading echinocandin.



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SCY-078 is active in vitro against azole-resistant Candida and Aspergillus strains

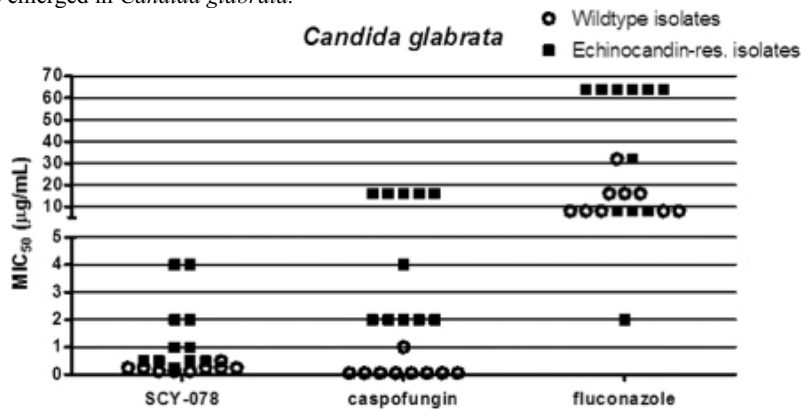
Widespread use of azole drugs has allowed azole-resistant strains of *Candida* and *Aspergillus* to become increasingly prevalent, leading to treatment failures. Cross resistance among azoles means that once an azole has been tried and failed, another azole may not be effective. SCY-078 was active against all azole-resistant *Candida* strains tested, with activity comparable to that observed against wild-type strains. As shown in the graph below, the *in vitro* activity of SCY-078 was comparable to that of the leading echinocandin against *Candida albicans* resistant to fluconazole, a leading azole.



SCY-078 was also active against all azole-resistant *Aspergillus* strains tested, with the range of MEC₅₀ values comparable to those observed against wild-type strains.

SCY-078 is active in vitro against a majority of echinocandin-resistant Candida species

Echinocandin resistance is also increasing, particularly among azole-resistant species such as *Candida glabrata*. As illustrated in the figure below, SCY-078 retained *in vitro* activity against a majority of echinocandin-resistant *Candida glabrata* strains tested. Similar results were observed for echinocandin-resistant strains of other *Candida* species. Thus, SCY-078 may offer a therapeutic option against multi-drug resistant strains such as those that have emerged in *Candida glabrata*.



Nonclinical toxicology studies determined safety parameters to monitor in SCY-078 in clinical studies

The preclinical safety of SCY-078 has been evaluated in nine exploratory and two GLP, or Good Laboratory Practice, studies in rats, dogs, rabbits, and nonhuman primates. The longest duration of oral dosing was 28 days.

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In these studies, at the highest tested doses, at exposures seven fold the targeted efficacious exposure, very slight to moderate toxicities were observed in two animal species. The two major organs impacted were the stomach (degeneration of the stomach lining) and the liver (single cell necrosis). The degeneration of the stomach lining was reversible after cessation of dosing. Degeneration of the stomach lining observed in preclinical toxicology studies was not seen in healthy subjects in the Phase 1 multiple dose study where individuals who received 800mg SCY-078 daily for 28 days had pre- and post-treatment endoscopy with gastric biopsy. In preliminary developmental and reproductive toxicity studies, SCY-078 did not cause any developmental toxicity in two animal species up to the maximum tolerated dose. In safety pharmacology studies, there were no clinically significant effects of SCY-078 on markers of cardiovascular, respiratory or central nervous system function.

Preclinical pharmacokinetic and drug metabolism properties of SCY-078 support effective oral administration and limited drug-drug interactions

SCY-078 has been evaluated broadly in preclinical pharmacokinetic and drug metabolism studies at exposure levels that were higher than those expected to be required to effectively treat infections in humans. SCY-078 was orally bioavailable in all four animal species studied.

Many patients with, or at risk of, invasive fungal infections are taking other medications, making it important to consider drug-drug interactions. The leading azoles have significant effects on the metabolism of many medications, which can lead to over-dosing or toxicity from co-administration of drugs. In contrast to most azoles, SCY-078 does not strongly inhibit drug metabolizing enzymes, and thus we anticipate that SCY-078 will have fewer drug-drug interactions.

In vivo animal studies predict that SCY-078 can be effective in treating invasive fungal infections

Mouse models of *Candida* and *Aspergillus* infections have been predictive of clinical efficacy for all approved glucan synthesis inhibitors. SCY-078 was evaluated in multiple studies in *Candida albicans*-infected mice. In these studies, SCY-078 treated animals had no measurable *Candida* in organs tested following doses which resulted in drug levels in the blood similar to those that have been safely achieved in humans. Comparable results were observed in mice infected with other *Candida* species, including *Candida glabrata*.

The *in vivo* efficacy of SCY-078 was also evaluated against *Aspergillus fumigatus* in multiple studies. When infected with *Aspergillus*, mice with partially deficient immune defenses develop aggressive infections that generally result in death. However, SCY-078-treated mice exhibited dose-dependent increases in survival rates up to 90%, as measured in the first 21 days after infection.

In summary, SCY-078 demonstrated potent *in vivo* anti-fungal activity in all mouse models of *Candida* and *Aspergillus* infection studied, supporting our expectation of clinical efficacy for SCY-078.

Clinical Experience with SCY-078

To date, seven Phase 1 safety and pharmacokinetic studies have been completed using SCY-078. Four of the seven studies evaluated a single oral dose while three evaluated multiple oral doses of SCY-078.

SCY-078 consistently showed sufficient safety and tolerability in Phase 1 studies to support progression into Phase 2 studies

Over 100 healthy subjects have received at least one dose of SCY-078 in seven Phase 1 studies. SCY-078 was generally well tolerated at initial oral doses of up to 1800mg in one day and doses up to 800mg per day for 28 consecutive days. The majority of reported adverse events have been generally transient and primarily mild to moderate in intensity.

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The preliminary safety and PK data from the completed Phase 1 studies are summarized in the following table:

<u>Design/Objective</u>	<u>Clinical Endpoints</u>	<u>Subject Population</u>	<u>Dosing Regimen</u>	<u>Results</u>
Phase 1, randomized, double-blind, placebo-controlled, single ascending-dose, safety, tolerability, and PK study	Safety and tolerability by physical examination, vital signs, ECGs and laboratory safety evaluations (hematology, chemistry, urinalysis), gastrin levels; PK data in fasted state and after high fat meal	16 healthy males (18–45 years)	Panel A: 8 subjects: single doses 10, 40, 150, 600, and 1600mg SCY-078 (6 active / 2 placebo for each dose) Panel B: 8 subjects: single doses 20, 80, 300, and 800mg SCY-078 (6 active / 2 placebo for each dose)	Safety: SCY-078 up to 1600mg was generally safe and well tolerated; no serious adverse events (SAEs) reported. Statistical analysis of PK parameters [AUC (“area under the curve”, a measure of cumulative drug exposure over a defined post-dose time interval), T ^{max} (time of maximum circulating drug concentration) and C ^{max} (maximum circulating drug exposure)] indicated that: 1) Dose proportionality was observed for doses up to 1600 mg 2) Dosing SCY-078 drug-filled capsules with a high fat meal increased drug exposure levels by ~20% compared to levels observed in fasted subjects, which was within intersubject variability
Phase 1, double-blind randomized, single dose study to evaluate the safety, tolerability, and PK in elderly subjects	Safety and tolerability by physical examination, vital signs, ECGs and laboratory safety evaluations (hematology, chemistry, urinalysis); PK data	17 healthy males and females (65–85 years)	Panel A: 500 mg SCY-078/Placebo Panel B: Placebo/500 mg SCY-078 (6 active / 2 placebo for each panel)	Safety: SCY-078 generally well tolerated. One non-drug - related SAE of metastatic carcinoid tumor was reported. The most common adverse events (AEs) were gastrointestinal disorders and nervous system disorders. Statistical analysis of PK parameters (AUC, T ^{max} and C ^{max}) indicated that exposure levels were ~30% higher in elderly patients compared to young males.

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Design/Objective	Clinical Endpoints	Subject Population	Dosing Regimen	Results
Phase 1, Open label biocomparison study of two formulations of SCY-078 and a pantoprazole interaction study with SCY-078 in healthy subjects	Safety, tolerability and PK of fit-for-purpose (FFP) drug filled capsules compared to FFP compressed tablets; impact of multiple doses of a proton pump inhibitor on single doses of SCY-078; impact of high fat meal on FFP compressed tablets	16 healthy males (18–45 years)	Periods 1 and 2: Single doses of 500 mg SCY-078 (as five 100mg FFP dry filled capsules or two 250mg FFP compressed tablets) Period 3: Pantoprazole 40mg X 5 days and 500 mg SCY-078 (two 250mg FFP compressed tablets) Period 4: 500 mg SCY-078 (two 250mg FFP compressed tablets) administered after a high fat meal	Safety: SCY-078 generally well tolerated. One SAE of elevated liver enzymes that led to discontinuation was reported. The most common AEs were gastrointestinal disorders. Statistical analysis of PK parameters (AUC, T_{max} and C_{max}) indicated that: 1) Exposure levels in patients who received compressed tablets were ~20% higher than in those who received drug filled capsules 2) Exposure levels of SCY-078 in patients were approximately 25% lower when administered with the proton pump inhibitor pantoprazole compared to SCY-078 administered alone 3) Dosing SCY-078 tablets with a high fat meal increased drug exposure levels by ~50%–60% compared to levels observed in fasted subjects
Phase 1, randomized, double-blind, placebo-controlled, multiple ascending-dose safety, tolerability and PK study	Safety and tolerability by physical examination, vital signs, ECGs and laboratory safety evaluations (hematology, chemistry, urinalysis), gastrin levels and gastric histology; Plasma PK data and concentrations of intact drug in urine after multiple doses of SCY-078	32 healthy males (18–45 years)	300, 600, and 800 mg SCY-078 or matching placebo once daily for 10 days, or 800 mg SCY-078 or matching placebo once daily for 28 days. (6 active /2 placebo in each panel)	Safety: SCY-078 was generally safe and well tolerated. Most common AEs were headache, lack of energy, dizziness, and gastrointestinal disorders. Statistical analysis of PK parameters (AUC, T_{max} and C_{max}) indicated that: 1) The target drug exposure level (AUC of 17 μ M.hr) was approached after 10 days of dosing at 600mg per day 2) Two weeks were needed to reach steady state concentrations in many subjects 3) Exposure levels were ~2.3 fold (C_{max}) to 3.3 fold (AUC) higher after 26 days of dosing compared to the first day Insignificant concentrations of SCY-078 were found in urine.

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Design/Objective	Clinical Endpoints	Subject Population	Dosing Regimen	Results
Phase 1, randomized, partially-blind, placebo-controlled study of multiple doses of ketoconazole on single dose PK of SCY-078	Safety and tolerability of SCY-078 Single dose PK profile of SCY-078 after multiple doses of ketoconazole	12 healthy males (18–45 years)	Period 1: 100 mg SCY-078 or matching placebo Period 2: Ketoconazole 400 mg once daily for 15 days starting on Day -1 with a single dose of 100 mg SCY-078 (or placebo) coadministered on Day 1. 12 Subjects (10 active / 2 placebo)	Safety: SCY-078 was generally well tolerated when dosed alone or with ketoconazole. The most common AEs were headache and increased ALT/AST. Statistical analysis of PK parameters (AUC, T_{max} and C_{max}) indicated that in the presence of ketoconazole 1) Drug exposure as measured by AUC was ~5.7 fold higher 2) C_{max} increased 2.5 fold
Phase 1, randomized, double-blind, placebo controlled multiple dose study to assess the safety, tolerability, and PK of a loading dose of SCY-078	Safety and tolerability of SCY-078; PK profile of SCY-078 after a loading dose on day 1	8 healthy males (18–45 years)	1800 mg SCY-078 (or placebo) administered as 600 mg TID (three times a day) on Day 1, followed by 500 mg SCY-078 (or placebo) QD (once daily) on Days 2-7. 8 Subjects (6 active / 2 placebo)	Safety: SCY-078 was generally well tolerated. No SAEs or discontinuations. The most common AE was diarrhea; 1 subject had elevated bilirubin. Statistical analysis of PK parameters (AUC, T_{max} and C_{max}) indicated that the loading dose on day 1 achieved a target drug exposure (AUC of ~20.8 μ M.hr). Drug exposures observed under the QD maintenance dosing regimen were ~20.8 μ M.hr on Day 3 and ~16 μ M.hr on Day 7.
Phase 1, open-label, fixed-sequence, multiple-dose study investigating the effect of diltiazem on the PK and safety of SCY-078 in healthy subjects	Safety and tolerability of SCY-078; PK profile of SCY-078 after multiple doses of diltiazem	16 males (20–45 years)	Treatment A (Period 1), 200 mg SCY-078 q6h (total dose of 600 mg) on Day 1 and 100 mg SCY-078 QD Days 2 to 14. Treatment B (Period 2), 240 mg of diltiazem QD on Days 1 to 14, 200 mg of SCY-078 q6h (total dose of 600 mg) on Day 1, and 100 mg SCY-078 QD Days 2 to 14.	Safety: SCY-078 generally well tolerated. The most common AE was headache. No SAEs; 1 discontinuation due to first degree heart block following administration of diltiazem only Statistical analysis of PK parameters (AUC, T_{max} and C_{max}) indicates that in the presence of diltiazem: 1) Drug exposures as measured by AUC were ~2.5 fold higher 2) C_{max} was increased 2 fold

The most frequently reported adverse events have been gastrointestinal. In multiple dose studies, these included diarrhea, abdominal pain or discomfort, and vomiting. These gastrointestinal side effects were not considered serious in nature and only one subject discontinued dosing with SCY-078 when he withdrew consent due to gastrointestinal adverse events. In one study six subjects who received 800mg SCY-078 daily for 28 days underwent pre-treatment and end-of-treatment gastric endoscopy with biopsy, with no evidence of stomach lining degeneration or other significant clinical finding observed. None of the 66 subjects receiving SCY-078 in the four Phase 1 studies in which serum gastrin levels were monitored exhibited levels outside the normal range.

One subject experienced significant liver function test increases after first dose and discontinued SCY-078 due to this serious adverse event, deemed by the investigator to be study drug related. However, markers of liver injury (ALT and AST) were already increasing prior to the subject receiving SCY-078 and

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pre-treatment levels of ALT had increased above the upper limit of normal. Other markers of liver injury remained within the normal range. ALT/AST levels decreased over the 48-hour period post-dose and this subject's liver function tests returned to the normal range without intervention. This 27 year old man had no significant medical history and received 500mg of SCY-078. Evaluation revealed no clear etiology for the transaminase elevations. One other serious adverse event was reported: the subject was diagnosed with metastatic carcinoid tumor after one dose of SCY-078 and this was deemed not related to the study drug.

SCY-078 exhibits favorable pharmacokinetic properties in humans

As a result of seven Phase 1 studies of SCY-078, we believe that SCY-078 can be sufficiently well absorbed as an oral medication to achieve the drug levels necessary to be effective in treating patients. The half life of ~20 hours supports once daily dosing and a loading dose on day 1 should result in therapeutic concentrations being achieved on the first day of treatment. Drug exposure increased proportionally and in a predictable manner with doses up to the maximum dose tested (1600mg in single dose studies). There were no major differences in the pharmacokinetics or safety of SCY-078 in healthy elderly subjects relative to younger adults, an important consideration since many patients experiencing invasive fungal infections are elderly.

Results from clinical studies conducted to determine the potential for clinical drug-drug interactions confirmed that SCY-078 can likely be used, with suitable dose adjustments, in combination with moderate inhibitors of the most common drug metabolizing enzyme (CYP3A). The drug interaction studies were performed with ketoconazole (strong inhibitor of CYP3A4) and diltiazem (moderate inhibitor of CYP3A4). Results of these studies indicate that a dose reduction of SCY-078 will be required with moderate CYP3A inhibitors and co-administration with strong inhibitors will not be recommended.

A drug interaction study was also conducted with pantoprazole, a proton pump inhibitor. In this study, SCY-078 concentrations with pantoprazole were ~25% lower than SCY-078 alone; the results met the hypothesis that exposures of SCY-078 with or without a proton pump inhibitor were similar.

A biocomparison study was conducted between drug filled capsules that were used in early Phase 1 studies and compressed tablets which will be used in future studies. Compressed tablets had concentrations that were ~20% higher than capsules. The effect of a high fat meal on SCY-078 when dosed as compressed tablets indicated exposures that were ~50 to 60% higher than when administered in a fasted state.

Our clinical data, together with mouse efficacy data, support therapeutic activity for SCY-078

Correlations of circulating drug levels to drug efficacy in preclinical mouse infection models can be translated into human patients and are an established tool in the development of anti-fungal drugs. The efficacious drug levels determined for SCY-078 in the mouse models indicate that the levels achieved in the human Phase 1 clinical trials are predictive of efficacy in infected patients. Specifically, in human subjects who received SCY-078 as a loading oral dose of 600mg three times per day (1800mg/day) followed by a maintenance daily dose of 500mg, the circulating levels of SCY-078 exceeded those that cured the infection in the mouse models of invasive *Candida* infections. These results indicate that SCY-078 can be administered to patients with invasive *Candida* infections at doses that are predicted to be effective and generally well tolerated.

Future Clinical Development Plans for SCY-078

Based on results from studies to date, we believe that SCY-078 has the potential to offer a new therapeutic option to treat invasive fungal infections. The goal of the clinical development plan for SCY-078 is to provide sufficient safety and efficacy data for submission of an NDA.

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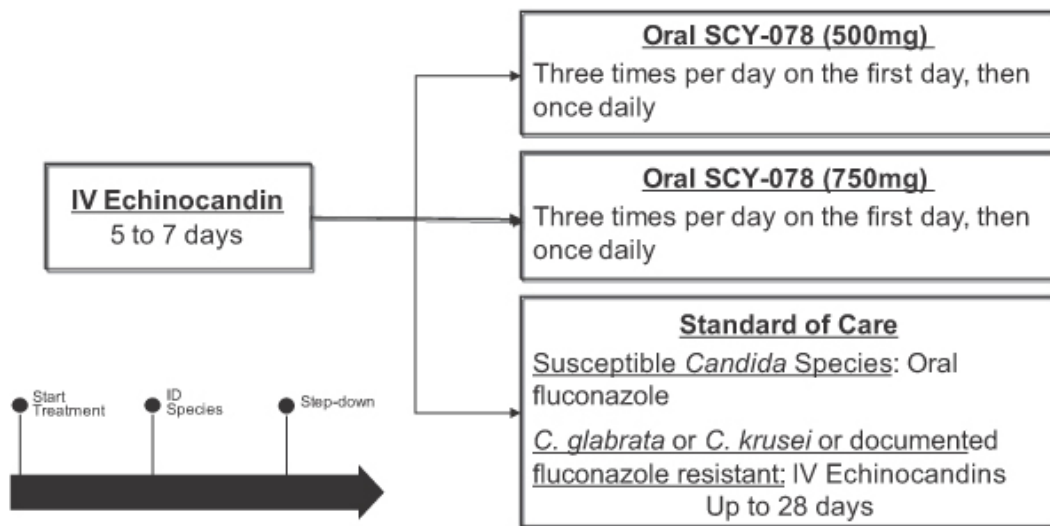
We anticipate that our initial filing would seek an indication for oral and IV formulations of SCY-078 for the treatment of invasive *Candida* infections. We expect additional Phase 3 and Phase 4 studies to expand the list of indications to include treatment of invasive *Aspergillus* infections, and prevention of invasive fungal infections.

SCY-078 Phase 2 studies

In consultation with regulatory agencies, we plan to pursue the following Phase 2 study to evaluate the safety and efficacy of SCY-078 in subjects with invasive fungal infections caused by *Candida*.

SCY-078 as an Oral Step-Down in the Treatment of Invasive Candida Infections: SCY-078 will be used as an oral step-down agent following initial therapy with a currently available IV echinocandin in patients with invasive *Candida* infections. The open label study will recruit approximately 120 patients. This will be a three arm study comparing step-down oral therapy with two doses of SCY-078 to current standard of care based on current Infectious Disease Society of America Practice Guidelines. All subjects will receive therapy with an IV echinocandin for five to seven days. Based on clinical and microbiological response, patients will be switched to randomized therapy. Patients in arm one will switch to oral SCY-078 dosed at 500mg three times a day on day one followed by once daily dosing of SCY-078 500mg. Patients in arm two will switch to oral SCY-078 dosed three times a day on day one followed by once daily dosing of SCY-078 750mg. Patients in arm three will receive standard of care. Current standard of care calls for a switch to oral therapy with fluconazole 400mg/day after loading dose of 12mg/kg on day 1, unless the patient is infected with *C. glabrata* or *C. krusei* or has a *Candida* strain that is documented to be resistant to fluconazole in which case the patient will be maintained on IV echinocandin, for the remainder of therapy. Treatment will be for 14 days after the last positive culture for *Candida*.

**Phase 2: Invasive *Candida* Infections
Step-down from IV Echinocandins**



SCY-078 (IV and Oral) for the Treatment of Invasive Candida Infections: We are developing an IV formulation of SCY-078 and expect it will be available for clinical studies in the first half of 2015. The next

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study to evaluate the efficacy and safety of SCY-078 in patients will include both the IV and oral formulations. The focus will be on infections due to *C. glabrata* and *C. krusei* and will include patients who have infections that are refractory to or intolerant of standard therapy (azoles and echinocandins). This study will evaluate SCY-078 in infections where there is unmet need and has the potential to show differentiation from available therapies for invasive candidiasis. If the IV formulation is granted QIDP designation, it is possible that compelling data in this study could result in streamlined development to an initial NDA for a restricted indication.

SCY-078 Phase 3 study

As noted above, we are planning to seek an initial indication for SCY-078 as an oral/IV drug for the treatment of invasive *Candida* infections. We plan to conduct a Phase 3 study in patients with invasive *Candida* infections including those with previous experience with azoles and/or echinocandins.

Acquisition of SCY-078 from Merck

In May 2013 Merck transferred to us all development and commercialization rights for SCY-078 (also known as MK-3118). This decision was made following a review and prioritization of Merck's infectious disease portfolio. Under the terms of the agreement, we have received all human health rights to SCY-078, including all related technical documents, preclinical data, data from the seven Phase 1 trials conducted by Merck, and drug product and drug substance. Merck also transferred additional quantities of active pharmaceutical ingredient, which we believe will be sufficient to support development and manufacture of an IV formulation for clinical studies and provide material for additional toxicology studies. The agreement continues until expiration of all royalty obligations. The agreement may be terminated if either party is in material breach and fails to remedy the breach after receiving written notice. In 2014, Merck assigned the patents to us related to SCY-078 that it had exclusively licensed to us. Under the terms of the patent assignment, Merck no longer has responsibility to maintain the patents. Merck is eligible to receive milestones upon initiation of Phase 2 and 3 clinical studies, NDA filing and marketing approvals in each of the United States, major European markets and Japan that could total up to \$19 million. In addition, Merck will receive tiered royalties based on worldwide sales of SCY-078. The aggregate royalties are in the single digit percentages of net sales, and we expect to pay royalties on net sales of SCY-078 to Merck for no more than ten years from first commercial launch, on a country-by-country basis.

Commercialization, Marketing and Sales of SCY-078

Given our stage of development, we have not yet established a commercial organization or distribution capabilities.

We expect that prescribing physicians for the treatment of invasive fungal infections will be located at major medical centers, where physicians specializing in critical care, infectious disease specialists, and physicians treating immune-compromised or immune-suppressed patients, such as oncologists and those performing solid organ transplants and stem cell transplants, are likely to be found.

We intend to form our own focused hospital-based sales and marketing force to target physicians in the United States. Outside of the United States, subject to obtaining necessary marketing approvals, we likely will seek to commercialize SCY-078 through distribution or other collaboration arrangements. We have already entered into an agreement pursuant to which we outlicensed to R-Pharm rights to develop and commercialize SCY-078 in the field of human health in Russia and certain smaller non-core markets.

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Competition for SCY-078

Our competitors include large pharmaceutical and biotechnology companies, and specialty pharmaceutical and generic drug companies. The three leading branded anti-fungal drugs represent one from each main class; V-fend® (voriconazole), an azole marketed by Pfizer (\$754 million in 2012); Cancidas® (caspofungin), an echinocandin marketed by Merck (\$619 million in 2012); and AmBisome® (liposomal amphotericin B), a polyene sold by Gilead in Europe, by Astellas in the United States and by Dainippon-Sumitomo in Japan (\$450 million in 2012). Pfizer also markets the echinocandin Eraxis® (anidulafungin), Merck also markets the azole Noxafil® (posaconazole), and Astellas also markets the echinocandin Mycamine® (micafungin). Pfizer, Merck and Astellas are all large pharmaceutical companies with significant experience and financial resources in the marketing and sale of specialty pharmaceuticals. Various other producers market and sell generic oral voriconazole, fluconazole and itraconazole. Further, we expect that product candidates currently in late stage development, or that could enter late stage clinical development in the near future, may represent significant competition, if approved. These include the azole isavuconazole (under development by Basilea, with marketing rights to Astellas), VT-1161 being developed by Viamet, and MGCD290 being developed by Methylgene. These companies may have significantly greater resources than we have.

The key competitive factors affecting the success of SCY-078, if approved, are likely to be its efficacy, safety, convenience, price, use in out-patient settings, the level of generic competition and the availability of reimbursement from government and other third-party payors. If approved, we believe that SCY-078's features, including its oral dosing and efficacy against resistant strains, will differentiate it from competing products. We believe that SCY-078 will compete favorably against competing products in efficacy, safety, convenience and use in out-patient settings, allowing us to price SCY-078 at a premium to generics and other competing products.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours. In addition, our ability to compete may be affected because in many cases insurers or other third-party payors seek to encourage the use of generic products. In the azole class, fluconazole, itraconazole, and oral voriconazole are generic. There is currently no generic echinocandin, but caspofungin, the largest selling echinocandin, is expected to become available on a generic basis over the coming years and perhaps prior to the launch of SCY-078. If approved, we believe SCY-078 will be capable of delivering value supportive of premium pricing over competitive generic products.

Manufacturing and Supply of SCY-078

We have an in-house facility capable of supplying kilogram quantities of drug substance, and we can develop analytical procedures to support the preparation of clinical batches. However, we do not own or operate and do not expect to own or operate facilities for manufacturing, storage and distribution, or testing of drug substance or drug product for late stage clinical trials or commercial manufacture. In the past, we have relied on third-party contract manufacturers for large scale synthesis of our clinical compounds and manufacture of drug product. We expect to continue to rely on these manufacturers to supply SCY-078 for planned clinical trials and commercial sale.

SCY-078 is a semi-synthetic natural product. Thus, the manufacturing process for SCY-078 involves fermentation and synthetic chemical steps. The process begins with fermentation to produce the natural product enfumafungin, which has been conducted by a third-party vendor on a scale sufficient to provide greater than 60kg of this starting material. Enfumafungin is then converted to SCY-078 in a series of

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chemical steps that proceed efficiently with an average yield of almost 90%. Approximately 20kg of drug substance has been manufactured. The overall process does not require any specialized equipment and uses readily sourced intermediates. At commercial launch, we expect cost of goods for SCY-078 to be similar to that of other small molecule drugs. We are negotiating agreements with large scale suppliers to produce both drug product and drug substance for planned clinical trials. In the future, we plan to validate the process with selected vendors and secondary suppliers to establish a secure supply chain.

We expect the tablets currently on hand to be sufficient to complete our Phase 2 trials. They have shown good stability for one and a half years at four degrees centigrade storage condition. An IV formulation is under development, and we expect it to be completed by the second half of 2014.

A drug manufacturing program subject to extensive governmental regulations requires robust quality assurance systems and experienced personnel with the relevant technical and regulatory expertise as well as strong project management skills. We have a team that we believe is capable of managing these activities, and it has successfully supported our clinical drug for HCV, SCY-635, as well as numerous such programs for clients in our contract business. Our internal facilities have been FDA audited on two separate occasions with no notice of non-compliance.

Our Cyclophilin Inhibitor Platform

We have developed a proprietary platform for cyclophilin inhibitors. Cyclophilins are a family of enzymes found in all mammalian cells which play a key role in a number of important cellular functions. Inhibiting cyclophilins show promise as treatments for a range of diseases. To date, our cyclophilin inhibitor platform has produced two clinical stage compounds, described below.

SCY-635 is a novel, orally available cyclophilin inhibitor that has demonstrated clinical activity against Hepatitis C Virus (HCV) as a single agent and when dosed in combination with pegylated interferon and ribavirin. In these clinical studies, SCY-635 modified patients' immune responses to HCV. These observations implicate cyclophilins in viral evasion of immune responses. We are further exploring this mechanism in other viruses such as hepatitis B virus (HBV). HCV and HBV are two of the most widespread global infections, with more than 170 million and 240 million chronic carriers respectively, and are leading causes of liver cirrhosis, liver cancer and liver transplantation.

SCY-641 is a novel cyclophilin inhibitor with activity similar to cyclosporine, the active ingredient in Restasis® and Optimune®, drugs currently approved for dry eye disease in humans and dogs, respectively. The global human dry eye syndrome therapeutics market was valued at \$1.8 billion in 2010 and the market value is expected to grow to \$2.8 billion in 2017. Sales of Restasis® in 2012 were \$792 million. SCY-641 has significantly improved water solubility compared to cyclosporine which we believe will lead to improved tolerability and ease of use for treatment of dry eye disease, *i.e.*, does not sting when applied and with anticipated required dosing of no more than twice daily. In August 2012, we licensed worldwide animal health rights for SCY-641 to Dechra Ltd., while retaining rights for human health indications. We intend to identify a development and commercial partner for the human health uses of SCY-641.

We have a library of more than 1,000 other cyclophilin inhibitor compounds that could be effective against a wide variety of human and animal diseases. We plan to enter into corporate partnerships to use our cyclophilin inhibitor platform to discover and develop new drug candidates for unmet needs in human and animal health.

Our Contract Research and Development Services

As a spinout from Aventis in 2000, we began as a chemistry and animal health services company, providing contract research services to third parties. Through this business, we built significant expertise in

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parasitic infections and drug discovery. Since our formation, we have expanded our animal health capabilities and have discovered a number of proprietary compounds.

The market for parasiticides was estimated to be more than \$5.5 billion globally in 2011. We have more than 30 unique, broad spectrum screens, and proprietary protocols and algorithms, deemed to be trade secrets. Our antiparasitic drug discovery platform has enabled us to discover drugs for our partners and has traditionally produced substantially all of our revenues.

In partnership with Merial, the animal health division of Sanofi, we have discovered two new drug candidates to treat parasitic infections. In addition, in a collaboration sponsored by the Bill & Melinda Gates Foundation, we discovered a drug, SCY-7158 that is now in Phase 1 studies for the treatment of “sleeping sickness,” a fatal disease transmitted to humans by biting flies in Sub-Saharan Africa. We have also leveraged our expertise and our cyclophilin inhibitor platform to discover SCY-641, a compound licensed to Dechra Ltd. in 2012 for clinical development for the treatment of dog dry eye.

We intend to continue to grow our contract research and development services and to leverage our in-house expertise for the discovery of additional proprietary compounds.

Collaborations and Licensing Agreements

We have a number of licensing and collaboration agreements with partners in human and animal health, including the following:

Merck

We have a termination and license agreement with Merck, as described under “Acquisition of SCY-078 from Merck” above.

Merial

Merial, a wholly owned subsidiary of Sanofi, is one of the largest animal health businesses in the world and has been our major partner in animal health since 2003. We signed a new agreement with Merial effective January 2012 under which we provide contract research and development services in the field of animal health. In contrast to our earlier agreement with Merial, this is a non-exclusive arrangement in the animal health field and is on a fee-for-service basis, meaning we will not receive any contingent payments based on the progression to development and commercialization of any compounds arising from this agreement. The term of this agreement is three years ending on December 31, 2014. Either party may terminate the agreement in the event of breach of material obligation by the other party if such breach is not remedied after written notice from the non-breaching party. Either party may terminate this agreement if the other party makes an assignment for the benefit of creditors, becomes subject to bankruptcy proceedings, subject to appointment of a receiver, or admits inability to pay its debts. If Merial believes in good faith that we acted in any way that may subject Merial to liability under anti-corruption laws, Merial shall have the unilateral right to terminate this agreement. At termination or expiration of the agreement for any reason, upon Merial’s request, we must transfer all agreement intellectual property to Merial. In 2013, we received \$7.4 million from Merial under this agreement. Merial accounted for 41% and 44% of our revenues in the nine months ended September 30, 2013, and the year ended December 31, 2012, respectively. No other customer accounted for 10% or more of our revenues during these time periods.

R-Pharm

In August 2013 we entered into an agreement with R-Pharm, a leading supplier of hospital drugs in Russia, granting them exclusive rights to develop and commercialize SCY-078 in the field of human health in Russia, Turkey, and certain Balkan, Central Asian, Middle Eastern and Northern African countries. We

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retained the right to commercialize SCY-078 in the Americas, Europe, and Asia. We received an upfront payment of \$1.5 million and are entitled to receive up to \$18 million in payments for development milestones and sales-based payments. We are also entitled to single digit percent royalty payments for products that do not fall under the patents and a royalty percentage in the teens for products that do fall under the patents. This agreement expires upon R-Pharm's last royalty payment, which is the later of twelve years from the first registration of the product in the countries where R-Pharm's license rights exist under this agreement, or the last to expire of the patents in such countries. Either party may terminate this agreement if the other party breaches, and fails to remedy the breach after receiving notice from the non-breaching party. We have the ability to terminate this agreement if we determine that R-Pharm fails to make reasonable progress in the development and commercialization of SCY-078. If we give R-Pharm notice of failure to make reasonable progress, R-Pharm will have the opportunity to correct the deficiencies.

Dechra

In August 2012 we signed an agreement with Dechra Ltd., a UK listed international veterinary pharmaceutical business, granting Dechra rights to SCY-641 for use in the field of animal health, including the treatment of canine keratoconjunctivitis sicca, or dry eye in dogs. Dechra was granted worldwide animal health rights and is responsible for the remaining clinical development and commercialization of SCY-641 in the animal health field. We retained the human health rights to the compound, including the right to use preclinical data generated by Dechra to support further human clinical development. Under the agreement, Dechra must use reasonable efforts to commercialize SCY-641. We received an upfront fee and are eligible to receive potential milestone payments up to £0.4 million as well as a royalty percentage in the low teens to the low twenties on the total net sales of product sales. Dechra's obligations to pay royalties shall continue, on a product-by-product and country by country basis, until the later to expire of (i) all valid claims in such country and (ii) twelve years after the first commercial sale of such product in such country. This agreement expires when Dechra has completed all royalty payment obligations. If either party is in breach, and the breach continues after notice given by the non-breaching party, the non-breaching party may terminate the agreement. If we terminate the agreement because Dechra is in breach, Dechra must return all information required to be returned under the license agreement, free of charge, to us. If Dechra reasonably believes it is impossible to carry out further development or marketing of animal health products, Dechra may terminate this agreement at anytime by giving us at least six months prior written notice. In November 2013, we amended this license agreement with Dechra in which we agreed to perform certain services for Dechra.

Aventis

In May 2005, we entered into a license agreement with Aventis Pharma S.A., a leading global healthcare company, pursuant to which Aventis granted us a world-wide license (with a right to sub-license) to certain of Aventis's know-how, compounds and patents concerning cyclosporine derivatives exclusively in the field of treatment and prevention of HIV/AIDS and non-exclusively in all fields outside the treatment and prevention of HIV/AIDS. Under the terms of the agreement, we are obligated to maintain reasonable efforts to develop and commercialize a marketable product containing the subject compound and Aventis is responsible for maintaining and protecting the underlying patent rights. The agreement expires on a country by country basis at the end of the underlying intellectual property claims, and the expiration of the U.S. patent is December 23, 2017. We may terminate the agreement at any time, without cause, by giving Aventis 90 days notice. Aventis may terminate this agreement only if we commit a serious breach and fail to remedy the breach within 90 days of notice. Upon expiration of the agreement, we will have a fully paid-up, royalty free, world-wide, exclusive license in the field of treatment and prevention of HIV/AIDS and a non-exclusive license outside this field. We are obligated to pay Aventis up to an aggregate of \$1.35 million in payments upon the achievement of certain milestones. In addition, on an annual basis, we will be

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obligated to pay a single digit percentage royalty on direct sales by us of all products developed under the agreement and we will pay a low single digit percentage of royalty on any sales by a sub-licensee of all products developed under the agreement.

C-Chem

In June 2005, we entered into an assignment agreement with C-Chem AG pursuant to which C-Chem assigned certain inventions, patents and know-how concerning cyclosporine derivatives for us to research, develop, manufacture and commercialize a product. Under the agreement, C-Chem has assigned to us all rights, title and interest in the subject patents as well as assigned all rights, title and interest to certain know-how with exclusive right to use and disclose the know-how for any purpose. Under the agreement, we must exercise reasonable commercial efforts to develop and commercialize a product using the licensed intellectual property and we are responsible for maintaining the licensed patents until the end of their lifetime. The U.S. patent on SCY-641 expires on June 10, 2019, and this agreement expires when no valid claim remains with respect to the underlying patents. C-Chem may terminate the agreement if an order by a court is made appointing a custodian, receiver, liquidator, assignee or trustee for us or if a court orders the winding up or liquidation of our affairs. We can terminate the agreement at any time by thirty (30) days written notice to C-Chem. If either party breaches any term or condition of the agreement, then the non-breaching party can terminate the agreement if notice is given to the breaching party and the breach is not remedied in sixty (60) days. Upon expiration of the agreement, we will have a fully paid-up, royalty free, world-wide exclusive license, and the right to grant sub-licenses, under the know-how and ancillary rights to commercialize and supply products. If the agreement is terminated by either party, we are obligated to reassign the patents, the know-how and the ancillary rights to C-Chem, return any intellectual property to C-Chem, and cease all activities which would require a license under the subject patents. We paid C-Chem an initial payment of \$0.3 million and a one-time \$0.2 million milestone payment, and are obligated to pay C-Chem up to \$0.95 million in payments upon the achievement of certain milestones. In addition, we will be obligated to pay a low single digit percentage royalty on direct sales by us of all products developed under the agreement and we will pay less than a 1% royalty on any sales by a licensee of all products developed under the agreement.

Elanco Animal Health

In December, 2013, we entered into a license, development, and commercialization agreement with Elanco Animal Health, the animal health division of Eli Lilly Company, an American global pharmaceutical company, pursuant to which we will perform research services and grant to Elanco a world-wide license (with a right to sub-license) to certain of our know-how, compounds, and patents exclusively for applications and uses of parasiticides for animals (companion or food), animal products, animal feed, human food, or the food chain. Under the terms of the agreement, both parties must use reasonable commercial efforts to collaboratively research and commercialize products. After the completion of the first half of the research phase, either party may terminate the research component of the agreement upon advance notice if the research is not progressing to the satisfaction of either party. We anticipate the research phase will expire on December 23, 2017. The term of the agreement will survive until the expiration of the last remaining royalty term with respect to each product, which shall occur on the later of the expiration of the last patent underlying such product or high single digit years after the first commercial sale of such product, provided, however, that Elanco may terminate the agreement upon advance written notice to us any time after termination or expiration of the research services term. In the event Elanco terminates the agreement, Elanco will grant us a fully paid-up, royalty free, world-wide non-exclusive license in the field with respect to any compound or product developed for Elanco under the agreement. Either party may terminate the agreement in an event of default of the other party, which includes a material breach of the agreement, failure on the part of Elanco to make any payments due, or the bankruptcy,

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insolvency or dissolution of either party. Elanco will pay us \$2.75 million for the first two years and \$3.0 million for the second two years for performing research services during the research services term. In addition, upon the achievement of certain milestones with respect to each compound developed under the agreement, we may be entitled to receive additional payments if a compound that is developed under this agreement reaches on applicable stage. We will also be entitled to receive quarterly royalty payments in the low to mid single digit on the net sales of each product developed and commercialized under the agreement.

Government Regulation and Product Approval

Government regulation

Government authorities in the United States, at the federal, state and local level, and in other countries extensively regulate, among other things, the research, development, testing, manufacture, including any manufacturing changes, packaging, storage, recordkeeping, labeling, advertising, promotion, distribution, marketing, import and export of pharmaceutical products such as those we are developing. The processes for obtaining regulatory approvals in the United States and in foreign countries, along with subsequent compliance with applicable statutes and regulations, require the expenditure of substantial time and financial resources.

U.S. drug approval process

In the United States, the FDA regulates drugs under the Federal Food, Drug, and Cosmetic Act, or FDCA, and implementing regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations requires the expenditure of substantial time and financial resources. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant to a variety of administrative or judicial sanctions, such as the FDA's refusal to approve pending NDAs, withdrawal of an approval, imposition of a clinical hold, issuance of warning letters, product recall requests, product seizures, total or partial suspension of production or distribution, injunctions, refusals of government contracts, restitution, disgorgement or civil or criminal penalties.

The process required by the FDA before a drug may be marketed in the United States generally involves the following:

- completion of preclinical laboratory tests, animal studies and formulation studies in compliance with the FDA's good laboratory practice, or GLP, regulations;
- submission to the FDA of an investigational new drug application, or IND, which must become effective before human clinical trials may begin;
- approval by an independent institutional review board, or IRB, at each clinical site before each trial may be initiated;
- performance of adequate and well-controlled human clinical trials in accordance with good clinical practices, or GCP, to establish the safety and efficacy of the proposed drug for each indication;
- submission to the FDA of an NDA;
- satisfactory completion of an FDA advisory committee review, if applicable;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the product is produced to assess compliance with cGMP, and to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity; and
- FDA review and approval of the NDA.

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Preclinical studies

Preclinical studies include laboratory evaluation of product chemistry, toxicity and formulation, as well as animal studies to assess potential safety and efficacy. An IND sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data and any available clinical data or literature, among other things, to the FDA as part of an IND. Some preclinical testing may continue even after the IND is submitted. An IND automatically becomes effective 30 days after receipt by the FDA, unless before that time the FDA raises concerns or questions related to one or more proposed clinical trials and places the clinical trial on a clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. As a result, submission of an IND may not result in the FDA allowing clinical trials to commence.

Clinical trials

Clinical trials involve the administration of the investigational new drug to human subjects under the supervision of qualified investigators in accordance with GCP requirements, which include the requirement that all research subjects provide their informed consent in writing for their participation in any clinical trial. Clinical trials are conducted under protocols detailing, among other things, the objectives of the study, the parameters to be used in monitoring safety, and the effectiveness criteria to be evaluated. A protocol for each clinical trial and any subsequent protocol amendments must be submitted to the FDA as part of the IND. In addition, an IRB at each institution participating in the clinical trial must review and approve the plan for any clinical trial before it commences at that institution. Information about certain clinical trials must be submitted within specific timeframes to the National Institutes of Health, or NIH, for public dissemination on their ClinicalTrials.gov website.

Human clinical trials are typically conducted in three sequential phases, which may overlap or be combined:

Phase 1: The drug is initially introduced into healthy human subjects or patients with the target disease or condition and tested for safety, dosage tolerance, absorption, metabolism, distribution, excretion and, if possible, to gain an early indication of its effectiveness.

Phase 2: The drug is administered to a limited patient population with the target disease to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage.

Phase 3: The drug is administered to an expanded patient population with the target disease, generally at geographically dispersed clinical trial sites, in well-controlled clinical trials to generate enough data to statistically evaluate the efficacy and safety of the product for approval, to establish the overall risk-benefit profile of the product, and to provide adequate information for the labeling of the product.

Progress reports detailing the results of the clinical trials must be submitted at least annually to the FDA and more frequently if serious adverse events occur. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, or at all. Furthermore, the FDA or the sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research subjects are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the drug has been associated with unexpected serious harm to patients.

In some cases, the FDA may condition approval of an NDA for a product candidate on the sponsor's agreement to conduct additional clinical trials to further assess the drug's safety and effectiveness after NDA approval. Such post-approval trials are typically referred to as Phase 4 studies.

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In some circumstances, the FDA may also order a sponsor to conduct post-marketing clinical trials after approval of the product, if new safety information arises raising questions about the drug's risk-benefit profile. Those clinical trials are typically referred to as Post-Marketing Requirements, or PMRs.

Marketing approval

Assuming successful completion of the required clinical testing, the results of the preclinical and clinical studies, together with detailed information relating to the product's chemistry, manufacture, controls and proposed labeling, among other things, are submitted to the FDA as part of an NDA requesting approval to market the product for one or more indications. In most cases, the submission of an NDA is subject to a substantial application user fee. Under the Prescription Drug User Fee Act guidelines that are currently in effect, the FDA has a goal of twelve months from the date of the receipt of a standard non-priority NDA to review and act on the submission for a drug considered to be a new molecular entity, or eight months for a priority NDA for such drug.

In addition, under the Pediatric Research Equity Act of 2003, an NDA or supplement to an NDA must contain data that are adequate to assess the safety and effectiveness of the drug for the claimed indications in all relevant pediatric subpopulations, and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may, on its own initiative or at the request of the applicant, grant deferrals for submission of some or all pediatric data until after approval of the product for use in adults, or full or partial waivers from the pediatric data requirements.

The FDA also may require submission of a risk evaluation and mitigation strategy, or REMS, plan to mitigate any identified or suspected serious risks. The REMS could include medication guides, physician communication plans, assessment plans, and elements to assure safe use, such as restricted distribution methods, patient registries, or other risk minimization tools.

The FDA conducts a preliminary review of all NDAs within the first 60 days after submission, before accepting them for filing, to determine whether they are sufficiently complete to permit substantive review. The FDA may request additional information rather than accept an NDA for filing. In this event, the application must be resubmitted with the additional information. The resubmitted application is also subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review. The FDA reviews an NDA to determine, among other things, whether the drug is safe and effective and the facility in which it is manufactured, processed, packaged or held meets standards designed to assure the product's continued safety, quality and purity. The FDA is required to refer an application for a novel drug to an advisory committee or explain why such referral was not made. An advisory committee is a panel of independent experts, including clinicians and other scientific experts, that reviews, evaluates and provides a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions.

Before approving an NDA, the FDA typically will inspect the facility or facilities where the product is manufactured. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA, the FDA will typically inspect one or more clinical sites to assure compliance with GCP.

The testing and approval process requires substantial time, effort and financial resources, and each may take several years to complete. Data obtained from clinical activities are not always conclusive and may be susceptible to varying interpretations, which could delay, limit or prevent regulatory approval. The FDA may not grant approval on a timely basis, or at all.

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If the FDA's evaluation of the NDA and inspection of the manufacturing facilities are favorable, the FDA may issue an approval letter, or, in some cases, a complete response letter. A complete response letter generally contains a statement of specific conditions that must be met to secure final approval of the NDA and may require additional clinical or preclinical testing for the FDA to reconsider the application. Even with submission of this additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval. If and when those conditions have been met to the FDA's satisfaction, the FDA will typically issue an approval letter. An approval letter authorizes commercial marketing of the drug with specific prescribing information for specific indications.

Even if the FDA approves a product, it may limit the approved indications for use for the product, require that contraindications, warnings or precautions be included in the product labeling, require that post-approval studies, including Phase 4 clinical trials, be conducted to further assess a drug's safety after approval, require testing and surveillance programs to monitor the product after commercialization, or impose other conditions, including distribution restrictions or other risk management mechanisms, which can materially affect the potential market and profitability of the product. The FDA may prevent or limit further marketing of a product based on the results of post-marketing studies or surveillance programs. After approval, some types of changes to the approved product, such as adding new indications, manufacturing changes, and additional labeling claims, are subject to further testing requirements and FDA review and approval.

GAIN Act

The FDA has various programs, including fast track designation and priority review, that are intended to expedite or simplify the process for the development and FDA review of drugs that meet certain qualifications. The purpose of these programs is to provide important new drugs to patients earlier than under standard FDA review procedures.

The GAIN Act is intended to encourage development of new antibacterial and anti-fungal drugs for the treatment of serious or life-threatening infections by providing certain benefits to sponsors, including extended exclusivity periods, fast track and priority review. To be eligible for these benefits a product in development must seek and be awarded designation as a QIDP.

To qualify as a QIDP according to the criteria established in the GAIN Act a product must be an antibacterial or anti-fungal drug for human use intended to treat serious or life-threatening infections, including, those:

- (1) caused by an anti-fungal resistant pathogen, including novel or emerging infectious pathogens; or
- (2) qualifying pathogens listed by the FDA in accordance with the GAIN Act.

In January 2014 the FDA designated the oral form of SCY-078 as a QIDP. We will submit an additional QIDP application for the IV form of SCY-078.

Post-approval requirements

Drugs manufactured or distributed pursuant to FDA approvals are subject to extensive and continuing regulation by the FDA, including, among other things, requirements relating to recordkeeping, periodic reporting, product sampling and distribution, advertising and promotion and reporting of adverse experiences with the product. After approval, most changes to the approved product, such as adding new indications or other labeling claims are subject to prior FDA review and approval. There also are continuing, annual user fee requirements for any marketed products and the establishments at which such products are manufactured, as well as new application fees for supplemental applications with clinical data.

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The FDA may impose a number of post-approval requirements as a condition of approval of an NDA. For example, the FDA may require post-marketing testing, including Phase 4 clinical trials, and surveillance to further assess and monitor the product's safety and effectiveness after commercialization.

In addition, drug manufacturers and other entities involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and state agencies, and are subject to periodic unannounced inspections by the FDA and these state agencies for compliance with cGMP requirements. Changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting and documentation requirements upon the sponsor and any third-party manufacturers that the sponsor may decide to use. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain cGMP compliance.

Once an approval is granted, the FDA may withdraw the approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information; imposition of post-market studies or clinical trials to assess new safety risks; or imposition of distribution or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- warning letters or holds on post-approval clinical trials;
- refusal of the FDA to approve pending NDAs or supplements to approved NDAs, or suspension or revocation of product license approvals;
- product seizure or detention, or refusal to permit the import or export of products; or
- injunctions or the imposition of civil or criminal penalties.

The FDA strictly regulates marketing, labeling, advertising and promotion of products that are placed on the market. Drugs may be promoted only for the approved indications and in accordance with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off-label uses, and a company that is found to have improperly promoted off-label uses may be subject to significant liability.

In addition, the distribution of prescription pharmaceutical products is subject to the Prescription Drug Marketing Act, or PDMA, which regulates the distribution of drugs and drug samples at the federal level, and sets minimum standards for the registration and regulation of drug distributors by the states. Both the PDMA and state laws limit the distribution of prescription pharmaceutical product samples and impose requirements to ensure accountability in distribution.

Exclusivity and approval of competing products

Hatch-Waxman exclusivity

Market and data exclusivity provisions under the FDCA can delay the submission or the approval of certain applications for competing products. The FDCA provides a five-year period of non-patent data exclusivity within the United States to the first applicant to gain approval of an NDA for a new chemical entity. A drug is a new chemical entity if the FDA has not previously approved any other new drug containing the same active moiety, which is the molecule or ion responsible for the action of the drug substance. As an alternate path to FDA approval for modifications to drug products previously approved by

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the FDA, or new indications for use of previously approved drug products, an applicant may file an NDA under Section 505(b)(2) of the FDCA. Section 505(b)(2) permits the filing of an NDA where at least some of the information required for approval comes from studies not conducted by or for the applicant and for which the applicant has not obtained a right of reference. The FDCA permits the applicant to rely upon certain preclinical or clinical studies conducted for an approved product. The FDA typically requires companies to perform additional, sometimes extensive, clinical studies and analyses to support the change from the approved product. The FDA may then approve the new product candidate for all or some of the label indications for which the referenced product has been approved, as well as for any new indication sought by the Section 505(b)(2) applicant. During the exclusivity period for a new chemical entity, the FDA may not accept for review an abbreviated new drug application, or ANDA, or a 505(b)(2) NDA submitted by another company that references the previously approved drug. However, an ANDA or 505(b)(2) NDA may be submitted after four years if it contains a certification of patent invalidity or non-infringement. The FDCA also provides three years of marketing exclusivity for an NDA, 505(b)(2) NDA, or supplement to an existing NDA or 505(b)(2) NDA if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant, are deemed by the FDA to be essential to the approval of the application, for example, for new indications, dosages, strengths or dosage forms of an existing drug. This three-year exclusivity covers only the conditions of use associated with the new clinical investigations and, as a general matter, does not prohibit the FDA from approving ANDAs or 505(b)(2) NDAs for generic versions of the original, unmodified drug product. Five-year and three-year exclusivity will not delay the submission or approval of a full NDA; however, an applicant submitting a full NDA would be required to conduct or obtain a right of reference to all of the preclinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and effectiveness.

Pediatric exclusivity

Pediatric exclusivity is another type of non-patent marketing exclusivity in the United States and, if granted, provides for the attachment of an additional six months of marketing protection to the term of any existing regulatory exclusivity, including the non-patent exclusivity periods described above. This six-month exclusivity may be granted based on the voluntary completion of a pediatric study or studies in accordance with an FDA-issued "Written Request" for such a study or studies.

Qualified Infectious Disease Product exclusivity

We received QIDP designation for the oral form of SCY-078 and we will submit an additional QIDP application for the IV form of SCY-078. If the NDA to be submitted for SCY-078 is approved by the FDA, the FDA will extend by an additional five years any non-patent marketing exclusivity period awarded, such as a five-year exclusivity period awarded for a new chemical entity. This extension is in addition to any pediatric exclusivity extension awarded. Eligibility for the extension will be denied if the product is approved for uses that would not meet the definition of a QIDP.

Foreign regulation

To market any product outside of the United States, we would need to comply with numerous and varying regulatory requirements of other countries regarding safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product, we would need to obtain the necessary approvals by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country and can involve additional product testing and additional administrative review periods. The time required to obtain approval in other countries might differ from and be longer than that required to obtain FDA approval.

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Regulatory approval in one country does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country may negatively impact the regulatory process in others.

Pharmaceutical coverage, pricing and reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any drug products for which we may obtain regulatory approval. Sales of any of our product candidates which may be ultimately approved, including SCY-078, will depend, in part, on the extent to which the costs of the products will be covered by third-party payors, including government health programs such as Medicare and Medicaid, and commercial health insurers. The process for determining whether a payor will provide coverage for a drug product is separate from the process for determining the reimbursement rate for the drug product once coverage is approved. Third-party payors may limit coverage to specific drug products on an approved list, or formulary, which might not include all of the approved drugs for a particular indication or may apply utilization management requirements such as prior authorization to restrict access to certain approved drugs for a particular indication.

To secure coverage and reimbursement for any product that might be approved by the FDA for sale, we may need to conduct expensive pharmacoeconomic studies to demonstrate the medical necessity and cost-effectiveness of the product, in addition to the costs required to obtain FDA or other comparable regulatory approvals. Our product candidates may not be considered medically necessary or cost-effective by government or private third-party payor decision makers. A payor's decision to provide coverage for a drug product does not mean that the product will be adequately reimbursed. Third-party reimbursement may not be sufficient to enable us to realize an appropriate return on our investment in product development.

The containment of healthcare costs has become a priority of federal, state and foreign governments, and the prices of drugs have been a focus in this effort. Third-party payors are increasingly challenging the prices of medical products and corresponding services and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. If these third-party payors do not consider products to be cost-effective compared to other available therapies, they may not provide coverage for our products after approval as a benefit under their health insurance plans or, if they do, the reimbursement rates may not be adequate to allow recovery of product development and production costs. In addition, and to be considered for coverage and reimbursement, all third-party payors in the United States require that healthcare providers use unique codes to identify the product and service rendered when billing for such products and services. Codes unique to a pharmaceutical product for use in a physician's office, such as our lead product candidate, are only available after a twelve-month coding application and review process by the Centers for Medicare and Medicaid Services, or CMS, which commences in January of each year post FDA approval of the product. Codes for use in hospital outpatient departments may be created mid-year, but there may be delay between launch and issuance of a code. In the absence of a unique code for a pharmaceutical product post commercial launch, and in the interim, it is standard practice for healthcare providers in the United States to use a temporary code when billing third-party payors to describe the pharmaceutical product rendered.

The U.S. government, state legislatures and foreign governments have shown significant interest in implementing cost-containment programs to limit the growth of government-paid health care costs, including price controls, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs. Adoption of such controls and measures, and tightening of restrictive policies in jurisdictions with existing controls and measures, could limit payments for pharmaceuticals such as the drug product candidates that we are developing and could adversely affect our net revenue and results.

Pricing and reimbursement requirements vary widely from country to country. Some countries provide that drug products may be marketed only after a reimbursement price has been agreed. Some countries may require the completion of additional studies that compare the cost-effectiveness of a particular product

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candidate to currently available therapies. For example, the European Union provides options for its member states to restrict the range of drug products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. European Union member states may approve a specific price for a drug product or it may instead adopt a system of direct or indirect controls on our profitability in placing the drug product on the market. Other member states allow companies to fix their own prices for drug products, but monitor and control company profits. The downward pressure on health care costs in general, particularly prescription drugs, has become intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert competitive pressure that may reduce pricing within a country. There can be no assurance that any country that has price controls or reimbursement limitations for drug products will allow favorable reimbursement and pricing arrangements for any of our products.

The marketability and adoption of any products for which we receive regulatory approval for commercial sale may suffer if the government and private third-party payors fail to provide adequate coverage and reimbursement. In addition, emphasis on managed care in the United States has increased and we expect will continue to increase the pressure on drug pricing. Coverage policies, third-party payment rates and drug pricing regulation may change at any time. In particular, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act of 2010, together the Affordable Care Act, was adopted in the United States. This law substantially changes the way healthcare is financed by both governmental and private insurers, and significantly impacts the pharmaceutical industry. Changes that may affect our business if we or our partners commercialize our products in the future include those governing enrollment in federal healthcare programs, reimbursement changes, rules regarding prescription drug benefits under the health insurance exchanges, and fraud and abuse and enforcement. In addition, continued implementation of the Affordable Care Act may result in the expansion of new programs such as Medicare payment for performance initiatives, and may impact existing government healthcare programs, such as by improving the physician quality reporting system and feedback program.

Additional provisions of the Affordable Care Act may negatively affect our revenues from products that we commercialize in the future. For example, as part of the Affordable Care Act's provisions closing a coverage gap that currently exists in the Medicare Part D prescription drug program, manufacturers of branded prescription drugs are required to provide a 50% discount on branded prescription drugs dispensed to beneficiaries within this coverage gap. Medicare Part D is a prescription drug benefit available to all Medicare beneficiaries. It is a voluntary benefit that is implemented through private plans under contractual arrangements with the federal government. Similar to pharmaceutical coverage through private health insurance, Part D plans negotiate discounts from drug manufacturers and pass on some of those savings to Medicare beneficiaries. Effective March 23, 2010, rebates are also due on the drug utilization of Medicaid managed care organizations. With regard to the amount of the rebates owed, the Affordable Care Act increased the minimum Medicaid rebate for all drugs; changed the calculation of the rebate for certain innovator products that qualify as line extensions of existing drugs; and capped the total rebate amount for innovator drugs at 100% of the average manufacturer price, or AMP. In addition, the Affordable Care Act and subsequent legislation changed the definition of AMP. Finally, the Affordable Care Act requires pharmaceutical manufacturers of branded prescription drugs to pay a new branded prescription drug fee to the federal government beginning in 2011.

Even if favorable coverage and adequate payment status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and payment rates may be implemented in the future.

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Healthcare law and regulation

Healthcare providers, physicians and third-party payors often play a primary role in the recommendation and prescription of any product candidates for which we may obtain marketing approval. Our future arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute our products for which we obtain marketing approval. Restrictions under applicable federal and state healthcare laws and regulations, include the following:

- The federal healthcare anti-kickback statute prohibits, among other things, persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made, in whole or in part, under federally funded healthcare programs such as Medicare and Medicaid. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers and formulary managers on the other. Violations of the federal anti-kickback statute are punishable by imprisonment, criminal fines, civil monetary penalties and exclusion from participation in federal healthcare programs. The Affordable Care Act clarified that a person or entity need not have actual knowledge of the federal anti-kickback statute or specific intent to violate it. In addition, the Affordable Care Act amended the federal civil False Claims Act to provide that a claim that includes items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act. There are a number of statutory exceptions and regulatory safe harbors protecting certain common activities from prosecution or other regulatory sanctions, however, the exceptions and safe harbors are drawn narrowly, and practices that do not fit squarely within an exception or safe harbor may be subject to scrutiny.
- The federal civil False Claims Act imposes civil penalties, and provides for whistleblower or qui tam actions, against individuals or entities for knowingly presenting, or causing to be presented, claims for payment of government funds that are false or fraudulent or knowingly making, or causing to be made, a false record or statement material to a false or fraudulent claim to avoid, decrease or conceal an obligation to pay money to the federal government. Several pharmaceutical and other healthcare companies have faced enforcement actions under these laws for allegedly inflating drug prices they report to pricing services, which in turn were used by the government to set Medicare and Medicaid reimbursement rates, and for allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. In addition, federal anti-kickback statute violations and certain marketing practices, including off-label promotion, may also implicate the federal civil False Claims Act. Federal civil False Claims Act violations may result in civil monetary damages and penalties and exclusion from participation in federal healthcare programs. There are also criminal penalties, including imprisonment and criminal fines, for making or presenting a false, fictitious or fraudulent claim to the federal government.
- The federal Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program and also imposes obligations, including mandatory contractual terms, with respect to safeguarding the privacy, security and transmission of individually identifiable health information.
- The federal criminal false statements statute prohibits knowingly and willfully falsifying, concealing or covering up a material fact, making any materially false, fictitious, or fraudulent statement or representation, or making or using any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry in connection with the delivery of or payment for healthcare benefits, items or services.

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- The federal Physician Payment Sunshine Act, being implemented as the Open Payments Program, requires applicable pharmaceutical manufacturers of covered drugs to engage in extensive tracking of physician and teaching hospital payments, maintenance of a payments database, and public reporting of the payment data. Pharmaceutical manufacturers with products for which payment is available under Medicare, Medicaid or the State Children's Health Insurance Program were required to begin such tracking on August 1, 2013, and must make their first report to CMS by March 31, 2014 and annually thereafter. CMS will post manufacturer disclosures on a searchable public website. Failure to comply with the reporting obligations may result in civil monetary penalties.
- Analogous state laws and regulations, such as state anti-kickback and false claims laws, may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by Medicaid or other state programs or, in several states, apply regardless of the payor. Several state laws require pharmaceutical companies to report expenses relating to the marketing and promotion of pharmaceutical products in those states and to report gifts and payments to individual health care providers in those states. Some of these states also prohibit certain marketing related activities including the provision of gifts, meals or other items to certain health care providers. In addition, California, Connecticut, Nevada, and Massachusetts require pharmaceutical companies to implement compliance programs or marketing codes.

Regulation of preclinical research services

Preclinical research to support FDA submissions is subject to Good Laboratory Practices, or GLP, regulation and as a result the services we provide to third parties are subject to these regulations. Non-compliance with GLP can result in disqualification of the testing facility, and allows FDA to ignore the results of any study conducted by the disqualified facility. Although we do not directly conduct animal studies, such studies which we may facilitate or contract to third parties are subject to GLP and the Animal Welfare Act which among other things sets minimum standards of care for certain animals used in research. The Animal and Plant Health Inspection Service of the U.S. Department of Agriculture administers the Animal Welfare Act.

Intellectual Property

We strive to protect the proprietary technology that we believe is important to our business, including seeking and maintaining patents intended to cover our product candidates and compositions, their methods of use and processes for their manufacture and any other inventions that are commercially important to the development of our business. We also rely on trade secrets to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection.

As of February 23, 2014, we are the owner of 14 issued U.S. patents and 154 issued non-U.S. patents with claims to novel compounds, compositions containing them, processes for their preparation, their uses as pharmaceutical agents and test methods, with terms expiring between 2016 and 2030. Of these patents, one U.S. patent relates to SCY-078. We are actively pursuing ten U.S. patent applications (provisional and non-provisional), one international (PCT) patent application and 86 non-U.S. patent applications in at least 35 jurisdictions.

We are the exclusive licensee from Aventis Pharma of three issued U.S. patents and 63 issued non-U.S. patents, with claims to novel compounds, compositions containing them, processes for their preparation, and their uses as pharmaceutical agents, with terms expiring between 2017 and 2022. These include patents covering our clinical candidate SCY-635.

Our success will depend significantly on our ability to obtain and maintain patent and other proprietary protection for commercially important technology, inventions and know-how related to our business, defend

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and enforce our patents, maintain our licenses to use intellectual property owned by third parties, preserve the confidentiality of our trade secrets and operate without infringing the valid and enforceable patents and other proprietary rights of third parties. We also rely on know-how, continuing technological innovation and in-licensing opportunities to develop, strengthen, and maintain our proprietary position in the field of anti-fungal agents.

We believe that we have a strong intellectual property position and substantial know-how relating to the development and commercialization of SCY-078, consisting of patents or patent applications that we have co-invented with Merck. We cannot be sure that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications filed by us in the future, nor can we be sure that any of our existing patents or any patents that may be granted to us in the future will be commercially useful in protecting our technology.

Our objective is to continue to expand our intellectual property estate by filing patent applications directed to SCY-078 and derivatives thereof, our cyclophilin platform and our contract research and development services. We intend to pursue, maintain, and defend patent rights, whether developed internally or licensed from third parties, and to protect the technology, inventions, and improvements that are commercially important to the development of our business.

SCY-078

The patent portfolio for SCY-078 is directed to cover compositions of matter, formulation, methods of use and precursors or intermediaries in its preparation. This patent portfolio includes an issued U.S. patent and corresponding foreign national and regional counterpart patents and patent applications. The patents and patent applications relating to SCY-078 include patents and patent applications which were initially assigned to us and Merck Sharp & Dohme Corp, a subsidiary of Merck & Co., Inc. Merck Sharp & Dohme Corp., subsequently assigned to us all of its rights in the patents and patent applications relating to SCY-078. The issued composition of matter patent (U.S. Patent No. 8,188,085), if the appropriate maintenance, renewal, annuity, and other governmental fees are paid, is expected to expire in 2030. Based on our current development plan, we believe that an additional term of up to five years for the SCY-078 U.S. patent may result from the patent term extension provision of the Drug Price Competition and Patent Term Restoration Act of 1984 (the Hatch-Waxman Act). We expect that the patent applications in this portfolio, if issued, and if appropriate maintenance, renewal, annuity, and other governmental fees are paid, would expire between 2029 and 2035, including any additional term from patent term adjustment or patent term extension. The patent term calculation method and the provisions under the Hatch-Waxman Act are described in the "Patent Term" section below. We are not currently aware of any third-party patents (other than patents we have licensed) encompassing SCY-078.

The terms of issued SCY-078 composition of matter patents in other jurisdictions (Armenia, Azerbaijan, Belarus, Lebanon, Kazakhstan, Kyrgyzstan, Mexico, Moldova, New Zealand, Russia, Singapore, South Africa, Tajikistan and Turkmenistan) if the appropriate maintenance, renewal, annuity, and other government fees are paid, are expected to expire in 2029. These patents and patent applications (if applicable), depending on the national laws, may benefit from extension of patent term in individual countries. In some European countries, for example, a supplementary protection certificate, if obtained, provides a maximum five years of market exclusivity. The duration of the supplementary protection certificate may be extended to five and a half years when the supplementary protection certificate relates to a human medicinal product for which data from clinical trials conducted in accordance with an agreed Pediatric Investigation Plan, or PIP, have been submitted. Likewise, in Japan, the term of a patent may be extended by a maximum of five years in certain circumstances.

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SCY-641

The patent portfolio for SCY-641 is directed to cover compositions of matter, formulation, and methods of use. This patent portfolio includes issued U.S. patents and corresponding foreign national and regional counterpart patents and patent applications. The patents and patent applications relating to SCY-641 include patents and patent applications owned by us. The issued composition of matter patent (U.S. Patent No. 6,583,265), if the appropriate maintenance, renewal, annuity, and other government fees are paid, is expected to expire in 2019. The issued methods of use patents (U.S. Patent Nos. 8,188,052 and 8,551,952), if the appropriate maintenance, renewal, annuity, and other government fees are paid, are expected to expire in 2029 or 2027, respectively. We believe that the term for up to five years for one of the SCY-641 U.S. patents may be extended under the patent term extension provision of the Hatch-Waxman Act. We expect that the patent applications in this portfolio, if issued, and if appropriate maintenance, renewal, annuity, and other governmental fees are paid, would expire between 2019 and 2034, including any additional term from patent term adjustment or patent term extension, assuming that five year extension is granted. The patent term calculation method and the provisions under the Hatch-Waxman Act are described in the "Patent Term" section below.

The term of issued SCY-641 composition of matter patents in other jurisdictions (Australia, Canada, China, Europe and Japan) and methods of use patents and patent applications (if applicable) relating to SCY-641 (in Australia, Canada, China, Europe, Japan and South Africa), if the appropriate maintenance, renewal, annuity, and other government fees are paid, are expected to expire between 2019 and 2027. The patents and patent applications (if applicable), covering SCY-641, depending on the national laws, may also benefit from extension of patent term in individual countries.

Other product candidates

In addition to SCY-078, SCY-635 and SCY-641, we have a chemical library of more than 1,000 macrocyclic compounds generated by the research team at SCYNEXIS. This library includes compounds which are covered by patents or patent applications filed by us, but also includes novel chemical compounds which could form the basis for future patent applications.

Patent Term

The term of individual patents and patent applications will depend upon the legal term of the patents in the countries in which they are obtained. Generally, the patent term is 20 years from the date of filing of the patent application (or earliest filed parent application, if applicable).

Under the Hatch-Waxman Act, the term of a patent that claims an FDA-approved drug may also be eligible for patent term extension, or PTE. PTE permits patent term restoration of a U.S. patent as partial compensation for patent term lost during the FDA regulatory review process. The length of the patent term extension is related to the length of time the drug is under regulatory review. The Hatch-Waxman Act permits a patent term extension of up to five years beyond the expiration of the patent; however, a patent term extension cannot in any event extend the remaining term of a patent beyond a total of 14 years from the date of product approval; only one patent that claims an approved drug may be extended; and the applicable approval must be the first approval of the product under the provision of law authorizing the approval. During the extension period, the patent holder's rights under the patent are generally limited to approved uses of the product. Similar provisions may be available in Europe and certain other foreign jurisdictions to extend the term of a patent that covers an approved drug. When possible, depending upon the length of clinical trials and other factors involved in the filing of an NDA we expect to apply for patent term extensions for patents covering SCY-078 and its use in treating various diseases. As a specific example, if we are awarded the maximum length of PTE, our U.S. granted composition of matter patents relating to SCY-078 would have an expected expiration date of the earlier of fourteen years from product

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approval or August 28, 2035. However, depending on any changes in our clinical path and the date of FDA approval, the PTE may not be granted, or may be less than the maximum.

Proprietary rights and processes

We may rely, in some circumstances, on proprietary technology and processes (including trade secrets) to protect our technology. However, these can be difficult to protect. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with our employees, consultants, scientific advisors, contractors, and collaborators. We also seek to preserve the integrity and confidentiality of our proprietary technology and processes by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and we may not have adequate remedies for any breach. In addition, our proprietary technology and processes may otherwise become known or be independently discovered by competitors. To the extent that our employees, consultants, scientific advisors, contractors, or collaborators use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. For this and more comprehensive risks related to our proprietary technology and processes, please see the section on “Risk Factors—Risks Relating to Our Intellectual Property.”

Legal Proceedings

From time to time, we are involved in various legal proceedings arising in the ordinary course of our business. We are not currently a party to any legal proceedings the outcome of which, if determined adversely to us, would individually or in the aggregate have a material effect on our business, operating results or financial condition.

Employees

As of December 31, 2013, we had 90 employees, all of whom were employed on a full-time basis. Our employees are engaged in administration, finance, clinical development, manufacturing, sales and marketing, and business development functions. Thirty-eight of our employees have Ph.D. degrees in the sciences and are focused on human and animal drug development. We believe our relations with our employees are good.

Facilities

Our corporate headquarters are located in Durham, North Carolina in a leased facility consisting of approximately 90,000 square feet of office space. The lease for this facility expires in March 2019, and includes a renewal option to extend the lease through March 2024.

MANAGEMENT

Directors and Officers

The following table sets forth information regarding our directors and officers:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Yves J. Ribeill, Ph.D.*	54	President, Chief Executive Officer and Director
Carole Sable, MD.*	52	Chief Medical Officer
Charles F. Osborne, Jr.*	48	Chief Financial Officer
Eileen C. Pruettes*	55	General Counsel
Vivian W. Doelling, Ph.D.*	58	Vice President of Animal Health
Michael Garrett*	49	Vice President of Corporate and Strategic Development
Amanda S. Mancuso	41	Chief of Staff
Pamela J. Kirby, Ph.D.	60	Chairman of our Board of Directors
Laurent Arthaud	51	Director(1)(2)
Mounia Chaoui, Ph.D.	42	Director
Ann F. Hanham, Ph.D.	61	Director(1)(3)
Patrick J. Langlois, Ph.D.	68	Director(1)(2)
Jean-Yves Nothias, Ph.D.	52	Director(3)
Edward E. Penhoet, Ph.D.	73	Director(2)(3)

* Executive Officer

- (1) Member of the audit committee
- (2) Member of the compensation committee
- (3) Member of the nominating and corporate governance committee

Executive Officers and Other Key Employees

Yves J. Ribeill, Ph.D. Dr. Ribeill has served as our President and Chief Executive Officer and a member of our board of directors since November 1999. From 1982 to 2000, Dr. Ribeill held various positions during a 20-year international pharmaceutical career with Aventis Pharma S.A. and its predecessor Rhône-Poulenc Rorer. His roles with those companies included Discovery Chemistry Group Leader for Anti-Viral Research. He also served as a member of the Central Nervous System Group and as Director of Chemistry for the Anti-Infective Group. He was involved in all phases of the drug discovery and development effort that resulted in FDA approval of the anti-bacterial Synercid® in 1999. Dr. Ribeill is the author of 24 scientific publications and 15 patents. He was a member of the Scientific Advisory Committee of the World Health Organization. Dr. Ribeill has a Ph.D. in Chemistry from the University of Montpellier in France. Because of Dr. Ribeill's extensive knowledge of our company, the pharmaceutical industry and our competitors, we believe he is able to make valuable contributions to our board of directors.

Carole Sable, MD. Dr. Sable joined us as our Chief Medical Officer in January 2014. Before joining the company, Dr. Sable was a Vice President at Merck & Co., Inc, from 2010 to 2013, initially in the Infectious Disease franchise, where she was responsible for coordinating cross functional activities of the discovery and early development programs, and then in the Neurosciences and Ophthalmology franchise, where she was VP in the Project Leadership and Management group, overseeing cross functional activities in late development programs. Dr. Sable served as Chief Medical Officer of Novexel SA and President of Novexel Inc., the US subsidiary, from 2007 to 2010, where she was responsible for clinical development and successfully filed two investigational new drug applications and successfully completed Phase 2b

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studies for two antibacterial programs which led to the acquisition of Novoxel SA by AstraZeneca. Prior to her position as Chief Medical Officer at Novoxel, Dr. Sable was with Merck & Co., Inc. from 1995 to 2007, serving in various capacities in Infectious Disease and Vaccines Clinical Development, ultimately becoming Executive Director in 2006, where she was responsible for anti-bacterial, anti-fungal and vaccine development programs, including the clinical development of the anti-fungal agent Cancidas®. While with Merck, Dr. Sable also supervised the development and regulatory submissions for Invanz® and the in-licensing of the anti-infective amino-methylcycline PTK-0796 from Paratek Pharmaceuticals, as well as programs for sepsis, malaria, and anthrax. Prior to joining Merck, Dr. Sable was an Assistant Professor of Medicine and Infectious Diseases at the University of Virginia in Charlottesville. She received an MD from Jefferson Medical College in 1983 and completed an internal medicine residency and infectious disease fellowship at the University of Virginia.

Charles F. Osborne, Jr. Mr. Osborne, a certified public accountant, has served as our Chief Financial Officer since November 2003. From 1999 to 2003, he was Chief Financial Officer of Nobex Corporation in Durham, North Carolina. At Nobex, Mr. Osborne completed two venture capital rounds totaling more than \$60 million. He also was involved in structuring and negotiating corporate licenses and research agreements with global pharmaceutical companies, including GlaxoSmithKline plc. From 1992 to 1998, he was Vice President of Finance for International Murex Technologies Co. While at Murex, he ran the worldwide finance group while based in London and was involved with the sale of the company to Abbott Laboratories. He holds a B.S. in Accounting from the University of North Carolina at Chapel Hill.

Eileen C. Pruette. Ms. Pruette has served as our General Counsel since August 2012. From 2010 to 2012, Ms. Pruette served as Counsel to the U.S. commercial operations of bioMerieux SA, a multinational biotechnology company headquartered in France. From 2003 to 2008, she served as General Counsel for Valeant Pharmaceuticals International, Inc., a multinational specialty pharmaceutical company. From 2001 to 2003, Ms. Pruette served as the Vice President of U.S. Legal and Global Intellectual Property of the Sony Ericsson Mobile Communications joint venture. From 1996 to 2001, she served as Division Counsel for the U.S. operations of Telefonaktiebolaget L. M. Ericsson. From 1990 to 1996 Ms. Pruette served as Corporate Counsel at GlaxoSmithKline plc (then Glaxo, Inc.). Prior to joining Glaxo, Ms. Pruette was an associate with Moore & Van Allen PLLC, a law firm, in Durham, North Carolina. She has a B.S. in Business Administration from the University of North Carolina at Chapel Hill and received her law degree from the Van Hecke-Wettach School of Law at the University of North Carolina at Chapel Hill.

Vivian W. Doelling, Ph.D. Dr. Doelling has served as our Vice President of Animal Health since October 2013. From 2011 until 2013, Dr. Doelling was a Senior Scientist at Integrated Laboratory Systems, Inc., a multidisciplinary research organization, where she was responsible for providing scientific support for biological and toxicological test method evaluation. From 2009 to 2011, she was an independent consultant to agricultural biotechnology and animal health industries. From 1992 to 2007, Dr. Doelling held various positions at Embrex, Inc., including Vice President of Research and Development where she managed a \$9 million budget and more than 40 scientists. From 2007 until 2009, Dr. Doelling was a Director, R&D for Pfizer Animal Health, now Zoetis, after Pfizer's acquisition of Embrex Inc. From 1990 to 1991, Dr. Doelling was the Biochemistry Group Leader for the medical research division of American Cyanamid Company. She received her B.S. in Biology from Dickinson College and her Ph.D. in Biological Sciences from Purdue University.

Michael Garrett. Mr. Garrett has served as our Vice President of Corporate and Strategic Development since May 2006. From 2004 to 2006, he was a Managing Director of Pharmavent Partners, a European life sciences venture capital fund headquartered in Paris. At Pharmavent, Mr. Garrett was responsible for UK-based investment opportunities. From 2001 to 2004, he was Global Vice President of Ventures and Business Development for BTG plc. While at BTG, Mr. Garrett was responsible for a portfolio of 15

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investments in early stage to public companies in Canada, the United Kingdom and the United States. He is a British and European Patent Attorney, holds an Honors Chemistry degree from Southampton University, United Kingdom and an Executive Certificate in General Management from the Cedep-INSEAD business school in France.

Amanda S. Mancuso. Ms. Mancuso has served as our Chief of Staff since January 2012. Ms. Mancuso served as our Executive Director of Human Resources from 2006 to 2011 and as our Director of Human Resources from 2001 to 2006. From 1998 to 2000, she was the Head of Expatriate Services at Rhône-Poulenc Ag Company in Durham, North Carolina. In this role, she managed the international assignments of high potential employees being developed for larger roles within the organization. From 1994 to 1998, she held various positions in human resources and public relations with Rhône-Poulenc Ag Company. Ms. Mancuso holds a B.A. from Appalachian State University and an M.B.A. from Duke University.

Non-Employee Directors

Pamela J. Kirby, Ph.D. Dr. Kirby has served as the Chairman of our board of directors since January 2006 and has served as a director since December 2004. She brings over 25 years of experience in the pharmaceutical and biotechnology industries. Dr. Kirby served as a director of Novo Nordisk A/S, a global healthcare company, from 2008 to 2011 and as a member of the board of Simmons & Simmons LLP, an international law firm, from 2011 to 2013. She has served as a director of Smith and Nephew plc (LSE: SN), a multinational medical equipment manufacturing company, since 2002, Informa plc (LSE: INF), a multinational publishing and conference company, since 2004, Victrex plc (LSE: VCT), a producer of high performance polymers, since 2011 and DCC plc, a diversified investments group headquartered in Ireland, since 2013. From 2001 to 2003, Dr. Kirby was the Chief Executive Officer of Quintiles Transnational Corporation. From 1998 to 2001, she served as Director of Global Strategic Marketing and Business Development in the pharmaceutical division of Hoffmann-La Roche Ltd. From 1996 to 1998, she served as Commercial Director at British Biotech plc (now Vernalis plc). From 1979 to 1996, Dr. Kirby was with Astra AB (now AstraZeneca plc), rising through various senior management positions, being named Vice President of Corporate Strategy, Marketing and Business Development in 1994. She has a BSc in Pharmacology and a Ph.D. in Clinical Pharmacology from the University of London. Because of Dr. Kirby's experience in senior executive positions within pharmaceutical and clinical research organizations and her extensive board experience we believe she is able to make valuable contributions to our board of directors.

Laurent Arthaud. Mr. Arthaud has served as a member of our board of directors since April 2007. Since 2006 he has served as a General Partner with Bpifrance Investissement, formerly CDC Entreprises, a private equity firm based in Paris, responsible for investments in the biotech field. From 2004 to 2006, he was managing partner with Pharmavent Partners, also headquartered in Paris, and from 1999 to 2004, Mr. Arthaud was in charge of the venture capital activities of Aventis and managed the venture capital fund F.C.P.R. Genavent. Mr. Arthaud started his career in 1986 at the INSEE (French Economic Statistics Institute), and then at the Forecasts Department of the French Ministry of Finances. In 1995, he joined the cabinet of French Prime Minister Alain Juppé as Technical Advisor in charge of workforce and unemployment matters. He joined Rhône-Poulenc Group in 1997 as Scientific Board General Secretary. Mr. Arthaud is a graduate from the Ecole Polytechnique of Paris and from the Ecole Nationale de la Statistique et de l'Administration Economique. Because of Mr. Arthaud's extensive experience, both in the pharmaceutical industry and in the domain of investments in biotechnology companies, we believe he is able to make valuable contributions to our board of directors.

Mounia Chaoui, Ph.D. Dr. Chaoui has served as a member of our board of directors since January 2012. Since May 2013, Dr. Chaoui has served as a General Partner at Turenne Capital Partenaires, a private equity and venture capital firm, and from January 2012 to December 2012, she served as a Managing Partner at Inserm Transfert Initiative, a private subsidiary of the French National Institute of Health and

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Medical Research. From 2001 to 2011, Dr. Chaoui was a General Partner at Ventech Capital. From 1999 to 2001, she served as a consultant to Altran Technologies, where she conducted strategic audits, performed due diligence procedures on behalf of investors and was involved in fundraising for several start-up companies. From 1998 to 1999, was Dr. Chaoui was a member of the life sciences team at Atlas Venture, and from 1995 to 1998, was a Ph.D. student with the Gustav Roussy Institute. Dr. Chaoui served as a member of the board of directors of Cellerix (EUR: TIG) from 2007 to 2012, Funxional Therapeutics from 2011 to 2012 (acquired by Boehringer Ingelheim GmbH) and BioVex Group Inc. from 2009 to 2011 (acquired by Amgen, Inc. in 2011). Currently, she is member of the supervisory boards of ActoGeniX NV, Covagen AG, Eyegate Pharmaceuticals, Inc., Prosonix Ltd. and Groupe SEBBIN SAS. Dr. Chaoui graduated as a bioengineer from École Centrale de Paris and holds a Ph.D. in molecular biophysics from University of Paris VI. Because of Dr. Chaoui's extensive experience in the life sciences venture capital industry, we believe she is able to make valuable contributions to our board of directors.

Ann F. Hanham, Ph.D. Dr. Hanham has served as a member of our board of directors since December 2008. Prior to becoming a Founding Partner and Managing Director of BAR Capital Management in December 2013, she was a General Partner with Burrill & Company, a life sciences venture capital firm from 2000 to 2013. From 1998 to 2000, Dr. Hanham was a co-founder and Vice President of Clinical & Regulatory Affairs at InterMune, Inc. From 1995 to 1998, she served as the Senior Director for Oncology Product Development at Otsuka Pharmaceuticals and from 1991 to 1995 as the Medical Director for Celtrix Pharmaceuticals. From 1988 to 1991, Dr. Hanham worked for Becton Dickinson in both regulatory and clinical affairs for the monoclonal antibody program, and from 1984 to 1988 as a regulatory toxicologist with the Health Protection Branch of Health and Welfare Canada. She has served as a member of the board of directors of Adlyfe Inc. since 2006, Acusphere, Inc. since 2013, Endocyte, Inc. (NASDAQ: ECYT) since 2004, and Waterstone Pharmaceuticals, Inc. since 2008. She previously served as a member of the board of directors of Biotie Therapies Corp. from 2009 to 2010. Dr. Hanham holds a Ph.D. from the University of British Columbia, an MSc from Simon Fraser University, and a BSc from the University of Toronto. She was also Board Certified in Toxicology in 1986. Because of Dr. Hanham's extensive clinical and regulatory experience, as well as her extensive experience in working with development stage biotechnology companies, we believe she is able to make valuable contributions to our board of directors.

Patrick J. Langlois, Ph.D. Dr. Langlois has served as a member of our board of directors since April 2006. Since March 2005, Dr. Langlois has served as the General Partner of PJJ Conseils, a consulting firm specializing in strategy, corporate development and mergers and acquisitions. From 2002 to 2004, he served as Vice Chairman of the Management Board and Chief Financial Officer at Aventis S.A., and from 1999 to 2002 as its Executive Vice President and Chief Financial Officer. At Aventis, Dr. Langlois was responsible for finance and corporate development functions, as well as three global businesses: dermatology, protein therapeutics and animal health. From 1990 to 1999, Dr. Langlois was employed by Rhône-Poulenc Group, most recently as Chief Financial Officer and a Member of the Executive Committee. From 1990 to 1996, he was employed by Rhône-Poulenc Rorer, a NYSE-listed pharmaceutical company, most recently as Chief Financial Officer. Dr. Langlois received a License degree from the University of Rennes, a Ph.D. degree in Economics from the University of Rennes and was awarded a Diploma in Higher Banking Studies from the Centre d'Etudes Supérieures de Banque in France. Because of Dr. Langlois' extensive experience in the healthcare sector, including an executive position as chief financial officer of a NYSE-listed company as well as his relationships with institutional investors and investment banks in the United States and Europe, we believe he is able to make valuable contributions to our board of directors.

Jean-Yves Nothias, Ph.D. Dr. Nothias has served as a member of our board of directors since August 2000. Since 2012, Dr. Nothias has served as a Director of Genomic Vision SA, a biotechnology company headquartered in Paris. Since 2012, Dr. Nothias is Founder and President of a fund management company

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Vesale Partners, managing its Biotechnology Fund. From 2000 to 2011, Dr. Nothias served as a Managing Director of SG Asset Management, where he headed the Venture Capital Biotechnology Team. Since 2005, he has served as a director of GenomeQuest Inc., and since 2012 he has served as a director of Bioforce Nanoscience Inc. Since 2009 he has served as an observer of the boards of directors of Somalogic Inc. and Pulmagen Therapeutics. From 1999 to 2000, he was a biotechnology corporate analyst for Oddo & Cie, a French brokerage firm. From 1996 to 1998, he was a sales side biotechnology analyst for Hambrecht & Quist based in Paris. Dr. Nothias holds a thesis in Molecular Biology from Université Pierre & Marie Curie and a master's degree in management from Université Paris Sorbonne. Because of Dr. Nothias's extensive biotechnology fund manager and board member experience, we believe he is able to make valuable contributions to our board of directors.

Edward E. Penhoet, Ph.D. Dr. Penhoet has served as a member of our board of directors since June 2002. Since 2000, he has served as a Director of Alta Partners, a life sciences venture capital firm. Since 2009, he has served on President Obama's Council of Advisors on Science and Technology, an advisory group comprising 20 of the nation's leading scientists and engineers who directly advise the President and the Executive Office of the President. From 2005 to 2010, he served as Vice-Chair of the governing board of the Independent Citizens Oversight Committee for the California Institute of Regenerative Medicine. From 2004 to 2008, he served as the President of the Gordon and Betty Moore Foundation. From 1998 to 2002, he served as the Dean of the School of Public Health at the University of California at Berkeley. Dr. Penhoet was a co-founder of Chiron Corporation, where he served as President and Chief Executive Officer from 1981 to 1998. From 1971 to 1981, he was a faculty member of the Biochemistry Department of the University of California at Berkeley. Dr. Penhoet has served as a member of the board of directors of Cymabay Therapeutics, Inc. since 2004, and served as a member of the boards of directors of ChemoCentryx, Inc (NASDAQ: CCXI) from 2007 to 2013, Corcept Therapeutics Incorporated (NASDAQ: CORT) from 2008 to 2010 and ZymoGenetics, Inc. (NASDAQ: ZGEN) from 2000 to 2010. He is a member of both the Institute of Medicine of the National Academies and the American Academy of Arts and Sciences and has co-authored more than 50 scientific articles and papers. Dr. Penhoet earned his A.B. in Biology from Stanford University and his Ph.D. in Biochemistry from the University of Washington. He was a post-doctoral fellow at the University of California, San Diego, from 1968 to 1970. Because of Dr. Penhoet's extensive experience as an investor in life science companies, we believe he is able to make valuable contributions to our board of directors.

Each of our executive officers serves at the discretion of our board of directors and holds office until his or her successor is duly elected and qualified or until his or her earlier resignation or removal. There are no family relationships among any of our directors or executive officers.

Board Composition and Election of Directors

Our business and affairs are managed under the direction of our board of directors, which currently consists of eight members. The members of our board of directors were elected in compliance with the provisions of our amended and restated certificate of incorporation and a voting agreement among certain of our stockholders, as amended. The voting agreement will terminate upon the closing of this offering and none of our stockholders will have any special rights regarding the election or designation of members of our board of directors.

Director Independence

Under the listing requirements and rules of the NASDAQ Global Market, independent directors must compose a majority of our board of directors within a specified period of the closing of this offering.

Our board of directors has undertaken a review of its composition, the composition of its committees, and the independence of each director. Based upon information requested from and provided by each

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director concerning his or her background, employment, and affiliations, including family relationships, our board of directors has determined that all members of our board of directors except Dr. Ribeill do not have a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors is “independent” as that term is defined under the applicable rules and regulations of the SEC and the listing requirements and rules of the NASDAQ Global Market. In making this determination, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director.

Board Committees

Our board of directors has the authority to appoint committees to perform certain management and administration functions. Upon the closing of this offering, our board of directors will have an audit committee, a compensation committee and a nominating and corporate governance committee. The composition and responsibilities of each committee are described below. Members will serve on these committees until their resignation or until otherwise determined by our board of directors. Following the closing of this offering, the charters for each of these committees will be available on our website at www.scynexis.com.

Audit Committee

Our audit committee currently consists of Patrick J. Langlois, Ph.D., Laurent Arthaud, and Ann F. Hanham, Ph.D., each of whom satisfies the independence requirements under the NASDAQ Global Market listing standards and Rule 10A-3(b)(1) of the Securities Exchange Act of 1934, or the Exchange Act. Our board of directors has determined that Dr. Langlois is an “audit committee financial expert” within the meaning of SEC regulations. Each member of our audit committee can read and understand fundamental financial statements in accordance with audit committee requirements. In arriving at this determination, our board of directors has examined each audit committee member’s scope of experience and the nature of their employment in the corporate finance sector.

Our audit committee oversees our corporate accounting and financial reporting process. The audit committee has the following responsibilities, among others things, as set forth in the audit committee charter:

- reviewing and pre-approving the engagement of our independent registered public accounting firm to perform audit services and any permissible non-audit services;
- evaluating the performance of our independent registered public accounting firm and deciding whether to retain their services;
- reviewing our annual and quarterly financial statements and reports and discussing the statements and reports with our independent registered public accounting firm and management, including a review of disclosures under the section of this prospectus titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations;”
- considering and approving or disapproving of all related party transactions;
- preparing the audit committee report required by the SEC to be included in our annual proxy statement;
- reviewing, with our independent registered public accounting firm and management, significant issues that may arise regarding accounting principles and financial statement presentation, as well as matters concerning the scope, adequacy and effectiveness of our financial controls;

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- conducting an annual assessment of the performance of the audit committee and its members, and the adequacy of its charter; and
- establishing procedures for the receipt, retention and treatment of complaints received by us regarding financial controls, accounting or auditing matters.

Compensation Committee

Our compensation committee currently consists of Patrick J. Langlois, Ph.D., Laurent Arthaud, and Edward E. Penhoet, Ph.D., each of whom our board of directors has determined to be independent under the NASDAQ Global Market listing standards and an “outside director” as that term is defined in Section 162(m) of the Internal Revenue Code.

Our compensation committee reviews and recommends policies relating to compensation and benefits of our officers and employees. The compensation committee has the following responsibilities, among other things, as set forth in the compensation committee’s charter:

- determining the compensation and other terms of employment of our chief executive officer and our other executive officers and reviewing and approving corporate performance goals and objectives relevant to the compensation;
- reviewing and recommending to the full board of directors the compensation of our non-employee directors;
- evaluating, adopting and administering the equity incentive plans, compensation plans, and similar programs advisable for us, as well as modification or termination of existing plans and programs;
- establishing policies with respect to equity compensation arrangements;
- reviewing and discussing annually with management our “Compensation Discussion and Analysis” if required by SEC rules;
- preparing the compensation committee report if required by the SEC to be included in our annual proxy statement; and
- reviewing and evaluating, at least annually, the performance of the compensation committee and the adequacy of its charter.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee currently consists of Ann F. Hanham, Ph.D., Edward E. Penhoet, Ph.D., and Jean-Yves Nothias, Ph.D., each of whom our board of directors has determined to be independent under the NASDAQ Global Market listing standards.

Our nominating and corporate governance committee makes recommendations regarding corporate governance, the composition of our board of directors, identification, evaluation and nomination of director candidates and the structure and composition of committees of our board of directors. The nominating and corporate governance committee has the following responsibilities, among other things, as set forth in the nominating and corporate governance committee’s charter:

- reviewing periodically and evaluating director performance on our board of directors and its applicable committees, and recommending to our board of directors and management areas for improvement;
- interviewing, evaluating, nominating and recommending individuals for membership on our board of directors;

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- reviewing and recommending to our board of directors any amendments to our corporate governance policies; and
- reviewing and assessing, at least annually, the performance of the nominating and corporate governance committee and the adequacy of its charter.

Code of Business Conduct and Ethics

We have adopted a code of business conduct and ethics that applies to all of our employees, officers and directors, including those officers responsible for financial reporting. Following the closing of this offering, the code of business conduct and ethics will be available on our website at www.scynexis.com. We will disclose any amendments to the code, or any waivers of its requirements, on our website to the extent required by the applicable rules and exchange requirements.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee has ever been an officer or employee of our company. None of our executive officers serve, or have served during the last fiscal year, as a member of our board of directors, compensation committee or other board committee performing equivalent functions of any entity that has one or more executive officers serving as one of our directors or on our compensation committee.

Director Compensation

We currently do not provide cash compensation to our non-employee directors. From time to time, we have granted stock options to certain of our non-employee directors as compensation for their services. Dr. Ribeill, who is also an employee, is compensated for his service as an employee and does not receive any additional compensation for his service on our board of directors.

The following table sets forth information regarding compensation earned by our non-employee directors during the fiscal year ended December 31, 2013.

<u>Name</u>	<u>Option awards(1)</u>	<u>All other compensation</u>	<u>Total</u>
Pamela J. Kirby, Ph.D.	\$42,000		\$42,000
Laurent Arthaud	\$18,000		\$18,000
Mounia Chaoui, Ph.D.	—		—
Ann F. Hanham, Ph.D.	—		—
Patrick J. Langlois, Ph.D.	\$36,000	\$7,840(2)	\$43,840
Jean-Yves Nothias, Ph.D.	—		—
Edward E. Penhoet, Ph.D.	—		—

- (1) The amounts in this column reflect the aggregate grant date fair value of each option award granted during the fiscal year, as computed in accordance with FASB ASC Topic 718. The grant date fair value of such option awards is \$1.20. The valuation assumptions used in determining such amounts are described in Note 11 to our financial statements included in this prospectus. The table below lists the aggregate number of shares and additional information with respect to the outstanding option awards held by each of our non-employee directors.
- (2) Represents amounts earned in connection with consulting services.

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Name	Number of shares subject to outstanding options as of December 31, 2013(1)
Pamela J. Kirby, Ph.D.	308,000
Laurent Arthaud	90,000
Mounia Chaoui, Ph.D.	—
Ann F. Hanham, Ph.D.	—
Patrick J. Langlois, Ph.D.	205,000
Jean-Yves Nothias, Ph.D.	—
Edward E. Penhoet, Ph.D.	—

- (1) Includes options to purchase 35,000 shares, 15,000 shares and 30,000 shares of our common stock that were granted to Dr. Kirby, Mr. Arthaud and Dr. Langlois, respectively, on December 20, 2013, under our 2009 Stock Option Plan, or 2009 Plan.

Following the closing of this offering, we intend to compensate our non-employee directors with a combination of cash and equity. Each non-employee director will receive an annual base cash retainer of \$30,000 for such service, to be paid quarterly. In addition, the chairman of our board of directors will receive an additional annual base cash retainer of \$15,000, to be paid quarterly.

In addition, we intend to compensate the members of our board of directors for service on our committees as follows:

- The chairperson of our audit committee will receive an annual cash retainer of \$10,000 for this service, paid quarterly, and each of the other members of the audit committee will receive an annual cash retainer of \$6,500, paid quarterly.
- The chairperson of our compensation committee will receive an annual cash retainer of \$7,500 for this service, paid quarterly, and each of the other members of the compensation committee will receive an annual cash retainer of \$5,000, paid quarterly.
- The chairperson of our nominating and corporate governance committee will receive an annual cash retainer of \$4,500 for this service, paid quarterly, and each of the other members of the nominating and corporate governance committee will receive an annual cash retainer of \$3,000, paid quarterly.

Further, after the closing of this offering, each year on or promptly following the date of our annual meeting of stockholders, each non-employee director will be granted an option to purchase 30,000 shares of our common stock, and our chairman will be granted an additional option to purchase 15,000 shares of our common stock. If a new board member joins our board of directors after the closing of this offering, the director will be granted an initial option to purchase 65,000 shares of our common stock, and if a new chairman joins our board of directors after the closing of this offering, the chairman will be granted an initial option to purchase 97,500 shares of our common stock. Annual option grants and initial option grants to new board members will have an exercise price per share equal to the fair market value of a share of our common stock on the date of grant and will vest in full on the earlier of our next annual meeting of stockholders to occur in the year following the date of grant and the one year anniversary of the date of grant; provided, that the non-employee director is providing continuous services on the applicable vesting date.

EXECUTIVE COMPENSATION**Summary Compensation Table**

The following table provides information regarding the compensation of our principal executive officer, principal financial officer and our other highest paid executive officer during the fiscal years ended December 31, 2013 and December 31, 2012. We refer to these executive officers in this prospectus as our named executive officers.

Name and Principal Position	Year	Salary	Option awards(1)	All other compensation	Total
Yves J. Ribeill, Ph.D. President and Chief Executive Officer	2013	\$250,146	—	\$ 14,954(2)	\$265,101
	2012	\$250,203	—	\$ 13,055	\$263,258
Charles F. Osborne, Jr. Chief Financial Officer	2013	\$250,205	—	\$ 8,955(3)	\$259,160
	2012	\$250,213	—	\$ 8,779	\$258,992
Eileen C. Pruetto(4) General Counsel	2013	\$235,062	—	\$ 8,477(5)	\$243,539
	2012	\$ 87,372	\$ 180,000	\$ 2,687	\$270,059

- (1) The amounts in this column reflect the aggregate grant date fair value of each option award granted during the fiscal year, computed in accordance with FASB ASC Topic 718. The grant date fair value of such option award is \$0.90. The valuation assumptions used in determining such amounts are described in Note 11 to our financial statements included in this prospectus.
- (2) Includes tax preparation payments in the amount of \$6,000, short term/long term disability premiums in the amount of \$1,030 and life insurance premiums in the amount of \$420. Also includes \$7,504 contributed to his 401(k) plan account.
- (3) Includes short term/long term disability premiums in the amount of \$1,030 and life insurance premiums in the amount of \$420. Also includes \$7,505 contributed to his 401(k) plan account.
- (4) Ms. Pruetto's employment with us began in August 2012.
- (5) Includes short term/long term disability premiums in the amount of \$1,030 and life insurance premiums in the amount of \$395. Also includes \$7,052 contributed to her 401(k) plan account.

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Outstanding Equity Awards as of December 31, 2013

The following table provides information regarding outstanding equity awards held by our named executive officers as of December 31, 2013.

Name	Number of Securities Underlying Unexercised options		Option exercise Price	Option expiration Date
	Exercisable(1)	Unexercisable		
Yves J. Ribeill, Ph.D.	150,000	—	\$ 1.00	10/22/14
	150,000	—	\$ 1.00	04/28/15
	19,000	—	\$ 1.00	04/20/16
	75,000	—	\$ 1.00	04/26/17
	60,000	—	\$ 1.00	04/18/18
	75,000	—	\$ 1.25	04/23/19
	60,000	—	\$ 1.27	07/14/20
	20,000	20,000(2)	\$ 1.50	04/20/21
Charles F. Osborne, Jr.	19,600	—	\$ 1.00	10/22/14
	19,074	—	\$ 1.00	04/28/15
	10,000	—	\$ 1.00	04/20/16
	25,000	—	\$ 1.00	04/26/17
	16,500	—	\$ 1.00	04/18/18
	25,000	—	\$ 1.25	04/23/19
	30,000	—	\$ 1.27	07/14/20
	8,500	8,500(2)	\$ 1.50	04/20/21
Eileen C. Pruette	42,640	157,360(3)	\$ 1.20	10/24/22

- (1) The options listed are fully vested or are subject to an early exercise right and may be exercised in full prior to vesting of the shares underlying such options. Vesting of all options is subject to continued service on the applicable vesting date.
- (2) 25% of the shares subject to this option vested on April 21, 2012, 25% of the shares subject to this option vested on April 21, 2013 and 50% of the shares subject to this option vests on April 21, 2014.
- (3) 15% of the shares subject to this option vested on August 20, 2013, 1.58% of the shares subject to the option vest monthly for the next twelve months and 2.75% of the shares subject to the option vest monthly for 24 months thereafter.

Change in Control Severance Benefits

We have entered into employment agreements with each of Dr. Ribeill, Ms. Pruette and Mr. Osborne that contain severance provisions providing for continued payment of salary and provision of benefits for a specified period of time in connection with termination of employment under various circumstances, including involuntary termination by us or termination by the employee for good reason.

The actual amounts that would be paid or distributed to an eligible executive officer as a result of a termination of employment occurring in the future may be different than those presented below, as many factors will affect the amount of any payments and benefits upon a termination of employment. For example, some of the factors that could affect the amounts payable include the executive officer's base salary and the market price of our common stock. Although we have entered into a written agreement to provide severance payments and benefits in connection with a termination of employment under particular circumstances, we may mutually agree with the executive officers to provide payments and benefits on terms that vary from those currently contemplated. In addition to the amounts presented below, each

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executive officer is eligible to receive any benefits accrued under our broad-based benefit plans, such as accrued vacation pay, in accordance with those plans and policies.

To receive any of the severance benefits under these agreements, the executive officer must execute a release of claims against us and comply with further cooperation, confidentiality and noncompetition provisions.

Severance Payments

In the event of a termination without “just cause” by us or an executive officer’s resignation for “good reason” at any time during the period that is within twelve months following a “change in control,” which termination we refer to as a Change in Control Termination, the executive officer is eligible to receive the following payments and benefits:

- a cash amount equal to a portion (twelve months in the case of Ms. Pruette and Mr. Osborne or 24 months in the case of Dr. Ribeill) of the executive officer’s then current base salary, which shall be paid over twelve months (in the case of Ms. Pruette and Mr. Osborne) or 24 months (in the case of Dr. Ribeill) commencing with the first payroll period following the termination date; and
- payment of the same percentage of the COBRA premiums for continued medical, dental, and vision group health coverage as we paid prior to the executive officers termination, until the earlier of (a) twelve months (in the case of Ms. Pruette and Mr. Osborne) or 24 months (in the case of Dr. Ribeill) after termination of employment, (b) such time as the executive officer becomes enrolled in the group health insurance plan of another employer or (c) the executive officer becomes entitled to Medicare after the COBRA election.

In the event of a termination without “just cause” by us or an executive officer’s resignation for “good reason” at any time other than during the twelve month period following a “change in control,” which we refer to as a Covered Termination, the executive officer is eligible to receive the following payments and benefits:

- a cash amount equal to a portion (six months in the case of Ms. Pruette and Mr. Osborne or twelve months in the case of Dr. Ribeill) of the executive officer’s then current base salary, which shall be paid over six months (in the case of Ms. Pruette and Mr. Osborne) or twelve months (in the case of Dr. Ribeill) commencing with the first payroll period following the termination date; and
- payment of the same percentage of the COBRA premiums for continued medical, dental, and vision group health coverage as we paid prior to the executive officers termination, until the earlier of (a) six months (in the case of Ms. Pruette and Mr. Osborne) or twelve months (in the case of Dr. Ribeill) after termination of employment, (b) such time as the executive officer becomes enrolled in the group health insurance plan of another employer or (c) the executive officer becomes entitled to Medicare after the COBRA election.

Treatment of Equity Awards

In the event of a Change in Control Termination, the vesting and exercisability of all outstanding options to purchase our common stock held by an eligible executive officer will be accelerated in full, and any repurchase rights held by us respect to our common stock issued or issuable pursuant to any other stock award granted to such executive officer will lapse.

In the event of a Covered Termination, the vesting and exercisability of all outstanding options to purchase our common stock held by an eligible executive officer will be accelerated, and any repurchase rights held by us with respect to our common stock issued or issuable pursuant to any other stock award granted to such executive officer will lapse, with respect to the same number of shares if the executive

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officer had continued employment for an additional six months (in the case of Ms. Pruette and Mr. Osborne) or twelve months (in the case of Dr. Ribeill).

Parachute Payments

If any payment or benefit received by Dr. Ribeill, Mr. Osborne or Ms. Pruette under his or her employment agreement or otherwise would constitute a “parachute payment” within the meaning of Section 280G of the Internal Revenue Code and the payments would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, then the payments will either be (1) provided to the executive officer in full or (2) reduced to such lesser amount that would result in no portion of such payments being subject to the excise tax, whichever amount after taking into account all applicable taxes, including the excise tax, would result in the executive officer’s receipt, on an after-tax basis, of the greatest amount of such payments.

For purposes of these agreements, the term “change in control” generally means the occurrence of any of the following: (a) our company being party to any merger, consolidation or other similar transaction that results in our stockholders immediately before the merger, consolidation or other similar transaction owning less than 50% of the equity, or possessing less than 50% of the voting control, of us or the successor entity in the merger, consolidation or similar transaction; (b) any liquidation, dissolution or other sale or disposition of all or substantially all of our assets; or (c) our stockholders sell or otherwise dispose of our capital stock in a single transaction or series of related transactions such that the stockholders immediately before such transaction or related transactions own less than 50% of the equity, and possess less than the voting power, of our capital stock; provided, however, that an initial public offering or subsequent public offering of our common stock does not constitute a “change in control.”

For purposes of these agreements, the term “just cause” generally means any of the following: (a) the executive officer’s willful and material breach of his or her employment agreement and the executive officer’s continued failure to cure such breach to the reasonable satisfaction of our board of directors within thirty days following written notice of such breach from our board of directors; (b) the executive officer’s conviction of, or entry of a plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude; (c) the executive officer’s willful commission of an act of fraud, breach of trust or dishonesty, including without limitation embezzlement or an act that results in material damage or harm to our business, financial condition or assets; (d) the executive officer’s intentional damage or destruction of substantial property of SCYNEXIS; or (e) the executive officer’s breach of the terms of his or her confidentiality agreement with us.

For purposes of these agreements, the term “good reason” generally means any of the following without the executive officer’s express written consent: (a) assignment to, or withdrawal from, the executive officer of any duties or responsibilities that results in a material diminution in the executive officer’s authority, duties or responsibilities as in effect immediately prior to such change; (b) a material diminution in the authority, duties or responsibilities of the supervisor to whom the executive officer is required to report, including (if applicable) a requirement that the executive officer report to a corporate officer or employee instead of reporting directly to our board of directors; (c) a material reduction by us of the executive officer’s annual base salary; (d) a relocation of the executive officer or our principal executive offices if the executive officer’s principal office is at such offices, to a location more than 60 miles from the location at which the executive officer is then performing his or her duties; or (e) a material breach by us of any provision of the executive officer’s employment agreement or any other enforceable written agreement between us and the executive officer.

Before an executive officer may terminate employment for “good reason,” the executive officer must notify us in writing within 90 days following the occurrence of the event constituting good reason, we must

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fail to remedy or cure the alleged “good reason” within 30 days following receipt of such written notice and the executive officer must then terminate employment within 12 months following the expiration of the time period.

Employment Agreements

We have entered into agreements with each of the executive officers in connection with his or her employment with us. With the oversight and approval of our board of directors, each of these employment agreements was negotiated on our behalf by our Chief Executive Officer, Dr. Ribeill, with the exception of his own employment agreement. These agreements generally provide for “at will” employment and set forth the terms and conditions of employment of each named executive officer, including base salary, target annual bonus opportunity, standard employee benefit plan participation, initial stock option grant and vesting provisions with respect to the initial stock option grant. These employment agreements were each subject to execution of our standard confidential information and invention assignment agreement.

Employment agreement with Dr. Ribeill. We entered into an employment agreement with Dr. Ribeill in December 2001 setting forth the terms of Dr. Ribeill’s employment. Pursuant to the agreement, Dr. Ribeill was initially paid a salary of \$125,000 and was eligible to receive a performance bonus based on a target amount of 30% of his base salary and certain stock options under our 2009 Plan. We entered into an amended and restated employment agreement with Dr. Ribeill in December 2012, which replaced and superseded his prior employment agreement, effective in December 2012. Pursuant to this agreement, Dr. Ribeill receives an annual salary of \$250,108 and is eligible to receive a performance bonus based on a target amount of 50% of his base salary, as determined by our board of directors based upon the achievement of performance objectives mutually agreed upon by Dr. Ribeill and our board of directors.

Employment agreement with Mr. Osborne. We entered into an employment agreement with Mr. Osborne in November 2003 setting forth the terms of Mr. Osborne’s employment. Pursuant to the agreement, Mr. Osborne was initially paid an annual salary of \$220,000 and was eligible to receive a performance bonus based on a target amount of 30% of his base salary and certain stock options under our 2009 Plan. We entered into an amended and restated employment agreement with Mr. Osborne in December 2012, which replaced and superseded his prior employment agreement, effective in December 2012. Pursuant to this agreement, Mr. Osborne receives an annual salary of \$250,118 and is eligible to receive a performance bonus based on a target amount of 30% of his base salary, as determined by our board of directors based upon the achievement of performance objectives mutually agreed upon by Mr. Osborne and our board of directors.

Employment agreement with Ms. Pruette. We entered into an employment agreement with Ms. Pruette in August 2012 setting forth the terms of Ms. Pruette’s employment. Pursuant to the agreement, Ms. Pruette receives an annual salary of \$235,000 and is eligible to receive a performance bonus based on a target amount of 30% of her base salary, as determined by our board of directors based upon the achievement of performance objectives mutually agreed upon by Ms. Pruette and our board of directors.

Dr. Ribeill, Mr. Osborne and Ms. Pruette are also entitled to certain severance payments and benefits under their respective employment agreements, the terms of which are described above.

Equity Incentive Plans

The principal features of our equity incentive plans are summarized below. These summaries are qualified in their entirety by reference to the actual text of the plans, which are filed as exhibits to the registration statement of which this prospectus is a part.

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2014 Equity Incentive Plan

Our board of directors adopted the 2014 Equity Incentive Plan, or the 2014 Plan, on February 11, 2014, and we expect our stockholders will approve the 2014 Plan prior to the closing of this offering. We expect that the 2014 Plan will become effective on the date the registration statement of which this prospectus forms a part is declared effective by the SEC. The 2014 Plan will be the successor to and continuation of our 2009 Stock Option Plan, or the 2009 Plan, which is described below. Once the 2014 Plan becomes effective, no further grants will be made under the 2009 Plan.

Stock Awards. The 2014 Plan provides for the grant of incentive stock options, nonstatutory stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, performance-based stock awards and other forms of equity compensation (collectively, stock awards), all of which may be granted to eligible employees, non-employee directors and consultants of us and our affiliates. Additionally, the 2014 Plan provides for the grant of performance cash awards. Incentive stock options may be granted only to our employees. All other awards may be granted to employees and to non-employee directors and consultants.

Share Reserve. Initially, the aggregate number of shares of our common stock that may be issued pursuant to stock awards under the 2014 Plan after the 2014 Plan becomes effective is the sum of: (1) 5,250,000 shares; (2) the number of shares reserved for issuance under our 2009 Plan at the time the 2014 Plan becomes effective; and (3) any shares subject to outstanding stock options or other stock awards that would have otherwise returned to our 2009 Stock Option Plan (such as upon the expiration or termination of a stock option granted under such plan prior to vesting). Additionally, the number of shares of our common stock reserved for issuance under the 2014 Plan will automatically increase on January 1 of each year, beginning on January 1, 2015 (assuming the 2014 Plan becomes effective in 2014) and continuing through and including January 1, 2024, by 4.0% of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares as determined by our board of directors. The maximum number of shares that may be issued upon the exercise of incentive stock options under our 2014 Plan is 75,000,000 shares.

The maximum number of shares of our common stock subject to stock awards granted during a single fiscal year to any non-employee director, taken together with any cash fees paid to such non-employee director during the fiscal year, shall not exceed \$2,000,000 in total value (calculating the value of any such stock awards based on the grant date fair value of such stock awards for financial reporting purposes and excluding, for this purpose, the value of any dividend equivalent payments paid pursuant to any stock award granted in a previous fiscal year).

If a stock award granted under the 2014 Plan expires or otherwise terminates without all of the shares covered by the stock award having been issued, or is settled in cash, the shares of our common stock not acquired pursuant to the stock award again will become available for subsequent issuance under the 2014 Plan. In addition, the following types of shares under the 2014 Plan may become available for the grant of new stock awards under the 2014 Plan: (1) shares that are forfeited to or repurchased by us prior to become fully vested; (2) shares withheld to satisfy income or employment withholding taxes; or (3) shares used to pay the exercise price or purchase price of a stock award. Shares issued under the 2014 Plan may be previously unissued shares or reacquired shares bought by us on the open market. As of the date hereof, no awards have been granted and no shares of our common stock have been issued under the 2014 Plan.

Administration. Our board of directors, or a duly authorized committee of our board of directors, has the authority to administer the 2014 Plan as the plan administrator. Our board of directors may also delegate to one or more of our officers the authority to (1) designate employees (other than other officers) to be recipients of certain stock awards and (2) determine the number of shares of common stock to be subject to such stock

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awards. Subject to the terms of the 2014 Plan, our board of directors or the authorized committee, referred to herein as the plan administrator, determines recipients, dates of grant, the numbers and types of stock awards to be granted and the terms and conditions of the stock awards, including the period of their exercisability and the vesting schedule applicable to a stock award. Subject to the limitations set forth below, the plan administrator will also determine the exercise price, strike price or purchase price of awards granted and the types of consideration to be paid for the award.

The plan administrator has the authority to modify outstanding awards under the 2014 Plan. Subject to the terms of our 2014 Plan, the plan administrator has the authority to reduce the exercise, purchase or strike price of any outstanding stock award, cancel any outstanding stock award in exchange for new stock awards, cash or other consideration, or take any other action that is treated as a repricing under generally accepted accounting principles, with the consent of any adversely affected participant.

Stock Options. Incentive stock options and nonstatutory stock options are granted pursuant to stock option agreements adopted by the plan administrator. The plan administrator determines the exercise price for stock options, within the terms and conditions of the 2014 Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Options granted under the 2014 Plan vest at the rate specified by the plan administrator.

The plan administrator determines the term of stock options granted under the 2014 Plan, which term may be for a maximum of 10 years. Unless the terms of the option holder's stock option agreement provide otherwise, if an option holder's service relationship with us, or any of our affiliates, ceases for any reason other than disability, death or cause, the option holder may generally exercise any vested options for a period of three months following the option holder's cessation of service. The option term may be extended in the event that exercise of the option or sale of the underlying shares following such a termination of service is prohibited by applicable securities laws or by our insider trading policy. If an option holder's service relationship with us or any of our affiliates ceases due to disability or death, or an option holder dies within a specified period following cessation of service, the option holder or a beneficiary may generally exercise any vested options for a period of twelve months in the event of disability and 18 months in the event of death. In the event of a termination for cause, options generally terminate immediately upon the termination of the individual's service for cause. In no event may an option be exercised beyond the expiration of its term.

Acceptable consideration for the purchase of common stock issued upon the exercise of a stock option will be determined by the plan administrator and may include the following methods: (1) cash, check, bank draft or money order; (2) a broker-assisted cashless exercise procedure; (3) the tender of shares of our common stock previously owned by the option holder; (4) if the option is a nonstatutory stock option, by a net exercise arrangement; and (5) other legal consideration approved by the plan administrator and set forth in the applicable award agreement.

Unless the plan administrator provides otherwise, options generally are not transferable except by will, the laws of descent and distribution, or pursuant to a domestic relations order. An option holder may designate a beneficiary, however, who may exercise the option following the option holder's death.

Tax Limitations on Incentive Stock Options. The aggregate fair market value, determined at the time of grant, of our common stock with respect to incentive stock options that are exercisable for the first time by an option holder during any calendar year under all of our stock plans may not exceed \$100,000. Options or portions thereof that exceed such limit will generally be treated as nonstatutory stock options. No incentive stock option may be granted to any person who, at the time of grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any of our affiliates unless (1) the option exercise price is at least 110% of the fair market value of the stock subject to the option on the date of grant and (2) the term of the incentive stock option does not exceed five years from the date of grant.

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Restricted Stock Unit Awards. Restricted stock unit awards are granted pursuant to restricted stock unit award agreements adopted by the plan administrator. Restricted stock unit awards may be granted in consideration for any form of legal consideration. A restricted stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the plan administrator, or in any other form of consideration set forth in the restricted stock unit award agreement. Additionally, dividend equivalents may be credited in respect of shares covered by a restricted stock unit award. Except as otherwise provided in the applicable award agreement, restricted stock units that have not vested will be forfeited upon the participant's cessation of continuous service for any reason.

Restricted Stock Awards. Restricted stock awards are granted pursuant to restricted stock award agreements adopted by the plan administrator. A restricted stock award may be awarded in consideration for cash, check, bank draft or money order, past services to us, or any other form of legal consideration that may be acceptable to our board of directors and permissible under applicable law. The plan administrator determines the terms and conditions of restricted stock awards, including vesting and forfeiture restrictions. If a participant's service relationship with us ceases for any reason, we may receive through a forfeiture condition or a repurchase right any or all of the shares of common stock held by the participant that have not vested as of the date the participant terminates service with us.

Stock Appreciation Rights. Stock appreciation rights are granted pursuant to stock appreciation grant agreements adopted by the plan administrator. The plan administrator determines the purchase price or strike price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Upon the exercise of a stock appreciation right, we will pay the participant an amount equal to the product of (1) the excess, if any, of the per share fair market value of our common stock on the date of exercise over the purchase price or strike price, and (2) the number of shares of common stock with respect to which the stock appreciation right is exercised. This amount may be paid in shares of our common stock, in cash, in any combination of cash and shares of our common stock or in any other form of consideration, as determined by the plan administrator and set forth in the award agreement. A stock appreciation right granted under the 2014 Plan vests at the rate specified in the stock appreciation right agreement as determined by the plan administrator.

The plan administrator determines the term of stock appreciation rights granted under the 2014 Plan, which may be up to a maximum of 10 years. Unless the terms of a participant's stock appreciation right agreement provides otherwise, if a participant's service relationship with us or any of our affiliates ceases for any reason other than cause, disability or death, the participant may generally exercise any vested stock appreciation right for a period of three months following the cessation of service. The term of the stock appreciation right may be further extended in the event that exercise of the stock appreciation right following such a termination of service is prohibited by applicable securities laws or by our insider trading policy. If a participant's service relationship with us, or any of our affiliates, ceases due to disability or death, or a participant dies within a certain period following cessation of service, the participant (or, if applicable, a beneficiary) may generally exercise any vested stock appreciation right for a period of twelve months in the event of disability and 18 months in the event of death. In the event of a termination for cause, stock appreciation rights generally terminate immediately upon the occurrence of the event giving rise to the termination of the individual's service for cause. In no event may a stock appreciation right be exercised beyond the expiration of its term.

Other Stock Awards. The plan administrator may grant other awards based in whole or in part by reference to our common stock. The plan administrator will set the number of shares under the stock award and all other terms and conditions of such awards.

Changes to Capital Structure. In the event there is a specified type of change in our capital structure, such as a stock split, reverse stock split, or recapitalization, appropriate adjustments will be made to (1) the

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class and maximum number of shares reserved for issuance under the 2014 Plan, (2) the class and maximum number of shares by which the share reserve may increase automatically each year, (3) the class and maximum number of shares that may be issued upon the exercise of incentive stock options, (4) the class and maximum number of shares subject to stock awards that can be granted in a calendar year (as established under the 2014 Plan pursuant to Section 162(m) of the Internal Revenue Code), and (5) the class and number of shares and exercise price, strike price, or purchase price, if applicable, of all outstanding stock awards.

Corporate Transaction. Unless otherwise provided in an award agreement or any other written agreement between us and a participant, in the event of a corporate transaction, the plan administrator will take any one or more of the following actions with respect to outstanding stock awards, contingent upon the closing of the corporate transaction:

- arrange for the surviving corporation or acquiring corporation (or its parent) to assume or continue outstanding stock awards or substitute a similar award for such stock award;
- arrange for the assignment or lapse of any reacquisition or repurchase rights;
- accelerate the vesting, in whole or in part, of stock awards to a date prior to the effective time of a corporate transaction, with such stock award terminating if not exercised (if applicable) at or prior to the effective time of such corporate transaction;
- cancel outstanding awards in exchange for consideration, if any, as the plan administrator determines appropriate; and
- cancel or arrange for the cancellation of the stock award, to the extent not vested or not exercised prior to the effective time of a corporate transaction, in exchange for a payment, in such form as determined by the plan administrator, equal to the excess (if any) of the value of the property the participant would have received upon exercise of the stock award immediately prior to the effective time of the corporate transaction over any exercise price payable by the participant in connection with the exercise.

The plan administrator need not take the same action or actions with respect to all stock awards or portions thereof or with respect to all participants.

Under the 2014 Plan, a corporate transaction generally occurs upon the consummation of: (1) a sale or other disposition of all or substantially all of our assets; (2) a sale or other disposition of at least 90% of our outstanding securities; (3) a merger, consolidation or similar transaction following which we are not the surviving corporation; or (4) a merger, consolidation or similar transaction following which we are the surviving corporation but the shares of our common stock outstanding immediately prior to the transaction are converted or exchanged into other property by virtue of the transaction.

Change of Control. The plan administrator may provide, in an individual award agreement or in any other written agreement between a participant and us that the stock award will be subject to additional acceleration of vesting and exercisability in the event of a change of control. Under the 2014 Plan, a change of control generally occurs upon: (1) the acquisition by a person or entity of more than 50% of our combined voting power, other than by merger, consolidation or similar transaction (and excluding the acquisition of our securities by certain individuals or affiliates, as set forth in the 2014 Plan); (2) a consummated merger, consolidation or similar transaction immediately after which our stockholders cease to own more than 50% of the combined voting power of the surviving entity; (3) a consummated sale, lease, exclusive license or other disposition of all or substantially all of our consolidated assets; or (4) individuals who constitute our incumbent board of directors cease to constitute at least a majority of our board of directors.

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Amendment and Termination. Our board of directors generally has the authority to amend, suspend or terminate our 2014 Plan at any time, provided that except in specified circumstances, no such action may be taken without such participant's written consent if it would materially impair the existing rights of any participant. No incentive stock options may be granted after the tenth anniversary of the date on which our board of directors adopted our 2014 Plan.

2009 Stock Option Plan

Our board of directors adopted the 2009 Stock Option Plan, or the 2009 Plan, on October 22, 2009. Our 2009 Plan provides for the grant of incentive stock options to our employees, and for the grant of nonstatutory stock options to our employees, directors and consultants.

Our 2014 Plan, which is described above, will become effective on the date the registration statement of which this prospectus forms a part is declared effective by the SEC. We will not grant any additional options under our 2009 Plan following the date on which the 2014 Plan becomes effective. However, any outstanding options granted under the 2009 Plan will remain outstanding, subject to the terms of our 2009 Plan, and the applicable stock option agreements, until such outstanding options are exercised or until they terminate or expire by their terms.

Authorized Shares. As of February 7, 2014, the maximum number of shares of our common stock that may be issued under our 2009 Plan is 3,817,312 shares, which includes (1) 2,206,365 shares of our common stock issuable upon the exercise of outstanding options, (2) 1,534,386 shares of our common stock that are issuable upon the exercise of outstanding options under the 1999 Plan that may become available for grant under the 2009 Plan upon termination, surrender or cancellation without having been exercised in full, and (3) 67,291 shares of our common stock reserved for further issuance under the 2009 Plan.

Plan Administration. Our board of directors or a duly authorized committee of our board of directors administers our 2009 Plan. Subject to the terms of our 2009 Plan, the plan administrator has the authority to select the employees, directors and consultants to whom options may be granted, determine the terms of the options (including the vesting schedule), the number of shares of common stock subject to options, the exercise price, the form of consideration payable upon exercise of the options, and the terms of the award agreements for use under our 2009 Plan. Our board of directors may, at any time, provide that any option will become immediately exercisable in full or in part. In addition, our board of directors may, without stockholder approval, (1) amend any outstanding option granted to provide an exercise price per share that is lower than the then-current exercise price of the outstanding option (provided that the amended exercise price is at least equal to the then-current fair market value) and (2) cancel any outstanding option and grant in substitution new options covering the same or a different number of shares of our common stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled option.

Stock Options. Each option is evidenced by an option award agreement and must be granted with an exercise price at least equal to 100% of the fair market value of our common stock on the date the option is granted (or at least 110% of the fair market value if the option is an incentive stock option granted to a participant who owns more than 10% of the total combined voting power of all classes of our outstanding stock, or a ten percent stockholder). Incentive stock options granted to ten percent stockholders may not have a term greater than five years.

Options may be exercised at such times and subject to such terms and conditions as specified in the applicable option agreement. The exercise price of an option may be paid as follows: (1) in cash or by check; (2) to the extent approved by our board of directors, in its sole discretion, provided our shares are registered under the Exchange Act through a broker-assisted exercise procedure; (3) by delivery of shares of

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our common stock previously owned by the participant; (4) to the extent approved by our board of directors, by delivery of a promissory note or by payment of other lawful consideration; or (5) by any combination of the above permitted forms of payment.

A participant must satisfy all applicable federal, state and local or other income and employment tax withholding obligations before we will deliver stock certificates or otherwise recognize ownership of our common stock under an option. If provided for in an option or approved by our board of directors, a participant may satisfy any tax withholding obligations in whole or in part by delivery of shares of our common stock, including shares retained from an option creating the tax obligation.

Termination of Service. Our board of directors will determine the effect on an option of the disability, death, termination of employment, authorized leave of absence or other change in the employment or other status of a participant and the extent to which, and the period during which, the participant (or the participant's legal representative) may exercise rights under the option following any such change in employment or status.

Capitalization Adjustments. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, or other similar change in capitalization or event, or any dividend or distributions to holders of our common stock other than an ordinary cash dividend, our board of directors will equitably adjust (1) the number and class of securities available under the 2009 Plan, and (2) the number and class of securities and the exercise price per share of each outstanding option.

Change in Control. In the event of a change in control, any then unexercisable portion of an outstanding option will become immediately exercisable as of a date prior to, but conditioned upon, the change in control, determined by our board of directors, except to the extent that (1) the option is either to be assumed by, or substituted with a comparable option to purchase shares of, the successor corporation (or parent thereof), (2) the option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested option at the time of the change in control and provides for subsequent payout in accordance with the same vesting schedule applicable to the option, or (3) the acceleration of the option is subject to other limitations imposed by our board of directors at the time the option was granted. Our board of directors may provide that any options which become exercisable solely by reason of these provisions and remain unexercised will terminate effective as of the date of the change in control. For purposes of the 2009 Plan, a change in control will be deemed to have occurred upon the consummation of a merger, consolidation, corporate reorganization, or sale or transfer of substantially all of our assets or stock (other than a reincorporation transaction or one in which the holders of our capital stock immediately prior to the merger or consolidation continue to hold at least a majority of the voting power of the surviving corporation).

Transferability. Unless otherwise provided by our board of directors, options may not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, other than in the case of an incentive stock option, pursuant to a qualified domestic relations order. During the life of a participant, an option will be exercisable only by the participant.

Amendment and Termination. Our board of directors may amend, modify or terminate any outstanding option, provided that no such action may materially and adversely affect the participant without such participant's consent. No options may be granted under the 2009 Plan after the expiration of 10 years from the earlier of: (1) the date on which the 2009 Plan was adopted by our board of directors; and (2) the date on which the 2009 Plan was approved by our stockholders. Our board of directors generally may amend, suspend or terminate the 2009 Plan or any portion thereof at any time; *provided*, that to the extent that any amendment requires stockholder approval, the 2009 Plan may not be so amended without such approval.

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1999 Stock Option Plan

Our board of directors adopted the Stock Option Plan, or the 1999 Plan, on November 4, 1999. The 1999 Plan was last amended by our board of directors on April 23, 2009 and approved by our stockholders on May 28, 2009. Our 1999 Plan provides for the grant of incentive stock options to our employees, and for the grant of nonstatutory stock options to our employees, directors and consultants.

Our 1999 Plan expired by its terms in November 2009, and we have not granted any options under our 1999 Plan since such date. However, outstanding options granted under the 1999 Plan remain subject to the terms of our 1999 Plan until such options are exercised or until they terminate or expire by their terms.

Authorized Shares. As of February 7, 2014, there were 1,534,336 shares of our common stock issuable upon the exercise of outstanding options under our 1999 Plan.

Plan Administration. Our board of directors or a duly authorized committee of our board of directors administers outstanding options granted under our 1999 Plan.

Stock Options. The 1999 Plan authorized the grant of incentive stock options to eligible employees and nonstatutory stock options to eligible employees, directors and consultants. Each option was evidenced by an option award agreement and was granted with an exercise price determined by our board of directors, which, for incentive stock options, was required to be at least 100% of the fair market value of our common stock on the date the option was granted (or at least 110% of the fair market value, if granted to a participant who owned more than 10% of the total combined voting power of all classes of our outstanding stock, or a ten percent stockholder). The term of any option granted under the 1999 Plan was established by our board of directors, except that no incentive stock option was granted with a term greater than ten years after the date of grant (or five years, if granted to a ten percent stockholder). Payment of the exercise price may be made in cash, by check, cash equivalent or in any other form as may be permitted by our board of directors.

Termination of Service. An option will terminate and cease to be exercisable no later than three months after the date on which an option holder terminates employment or service with us, except that if an option holder's employment or service terminates due to death (including, if the option holder dies within three months following the option holder's termination of employment) or disability, then such option will terminate and cease to be exercisable no later than twelve months from the date of death or disability. Notwithstanding the foregoing, no incentive stock option may be exercised after the date the option holder's employment with us is terminated for cause (as determined in the sole discretion of our board of directors).

Capitalization Adjustments. In the event of a stock dividend, stock split, reverse stock split, combination, reclassification or like change in our capital structure, our board of directors will make appropriate adjustments in the number and class of shares of stock subject to the 1999 Plan and to any outstanding options and the exercise price of any outstanding options.

Transfer of Control. In the event of a transfer of control, any then unexercisable portion of an outstanding option will become immediately exercisable as of a date prior to, but conditioned upon, the transfer of control, determined by our board of directors, except to the extent that (1) the option is either to be assumed by, or substituted with a comparable option to purchase shares of, the successor corporation (or parent thereof), (2) the option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested option at the time of the transfer of control and provides for subsequent payout in accordance with the same vesting schedule applicable to the option, or (3) the acceleration of the option is subject to other limitations imposed by our board of directors at the time the option was granted. Our board of directors may provide that any options which become exercisable solely by reason of these provisions and remain unexercised will terminate effective as of the date of the transfer of control. For purposes of the 1999 Plan, a transfer of control means a merger, consolidation, corporate reorganization, or sale or transfer of

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substantially all of our assets or stock (other than a reincorporation transaction or one in which the holders of our capital stock immediately prior to the merger or consolidation continue to hold at least a majority of the voting power of the surviving corporation).

Transferability. No option may be assignable or transferable by an option holder, except by will or by the laws of descent and distribution. During the lifetime of an option holder, an option will be exercisable only by the option holder.

Amendment: Termination. Our board of directors has the authority to amend the terms of an option at any time; provided, that no amendment may adversely affect any then-outstanding option or any unexercised portion of an option without the consent of the option holder (unless the amendment is required to enable an option designated as incentive stock option to so qualify).

2014 Employee Stock Purchase Plan

Our board of directors adopted the 2014 Employee Stock Purchase Plan, or ESPP, on February 11, 2014, and we expect our stockholders to approve the ESPP prior to the closing of this offering. The purpose of the ESPP is to secure the services of new employees, to retain the services of existing employees and to provide incentives for such individuals to exert maximum efforts toward our success and that of our affiliates. The ESPP is intended to qualify as an “employee stock purchase plan” within the meaning of Section 423 of the Internal Revenue Code.

Share Reserve. Following this offering, the ESPP authorizes the issuance of 975,000 shares of our common stock pursuant to purchase rights granted to our employees or to employees of any of our designated affiliates. The number of shares of our common stock reserved for issuance will automatically increase on January 1 of each calendar year, from January 1, 2015 (assuming the ESPP becomes effective in 2014) through January 1, 2024, by the least of (1) 0.8% of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, and (2) 600,000 shares; *provided*, that prior to the date of any such increase, our board of directors may determine that such increase will be less than the amount set forth in clauses (1) and (2). As of the date hereof, no shares of our common stock have been purchased under the ESPP.

Administration. Our board of directors has the authority administer the ESPP. The ESPP is implemented through a series of offerings under which eligible employees are granted purchase rights to purchase shares of our common stock on specified dates during such offerings. Under the ESPP, we may specify offerings with durations of not more than 27 months, and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of our common stock will be purchased for employees participating in the offering. We currently intend to have twenty-four month offerings with four purchase periods (of approximately six months in duration) per offering, except that the first purchase period under our first offering may be shorter or longer than six months, depending on the date on which the underwriting agreement relating to this offering becomes effective it is intended that offerings will be concurrent. An offering under the ESPP may be terminated under specified circumstances.

Payroll Deductions. Generally, all regular employees, including executive officers, employed by us or by any of our designated affiliates, may participate in the ESPP and may contribute, normally through payroll deductions, up to 15% of their earnings (as defined in the ESPP) for the purchase of our common stock under the ESPP. Unless otherwise determined by our board of directors, common stock will be purchased for the accounts of employees participating in the ESPP at a price per share equal to the lower of (a) 85% of the fair market value of a share of our common stock on the first date of an offering or (b) 85% of the fair market value of a share of our common stock on the date of purchase. For the initial offering,

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which we expect will commence upon the execution and delivery of the underwriting agreement relating to this offering, the fair market value on the first day of the offering period will be the price at which shares are first sold to the public.

Limitations. Employees may have to satisfy one or more of the following service requirements before participating in the ESPP, as determined by our board of directors, including: (1) being customarily employed for more than 20 hours per week; (2) being customarily employed for more than five months per calendar year; or (3) continuous employment with us or one of our affiliates for a period of time (not to exceed two years). No employee may purchase shares under the ESPP at a rate in excess of \$25,000 worth of our common stock based on the fair market value per share of our common stock at the beginning of an offering for each year a purchase right is outstanding. During any purchase period, the maximum number of shares an employee may purchase on a purchase date is 7,500. Finally, no employee will be eligible for the grant of any purchase rights under the ESPP if immediately after the rights are granted, the employee has voting power over 5% or more of our outstanding capital stock measured by vote or value pursuant to Section 424(d) of the Internal Revenue Code.

Changes to Capital Structure. In the event that there occurs a change in our capital structure through actions such as a stock split, merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or similar transaction, the board of directors will make appropriate adjustments to (1) the number of shares reserved under the ESPP, (2) the maximum number of shares by which the share reserve may increase automatically each year, (3) the number of shares and purchase price of all outstanding purchase rights, and (4) the number of shares that are subject to purchase limits under ongoing offerings.

Corporate Transactions. In the event of certain significant corporate transactions, including: (1) a sale of all or substantially all of our assets; (2) the sale or disposition of 90% of our outstanding securities; (3) the consummation of a merger or consolidation where we do not survive the transaction; and (4) the consummation of a merger or consolidation where we do survive the transaction but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction, any then-outstanding rights to purchase our stock under the ESPP may be assumed, continued or substituted for by any surviving or acquiring entity (or its parent company). If the surviving or acquiring entity (or its parent company) elects not to assume, continue or substitute for the purchase right, then the participants' accumulated payroll contributions will be used to purchase shares of our common stock within 10 business days prior to the corporate transaction, and the purchase rights will terminate immediately.

ESPP Amendment; Termination. Our board of directors has the authority to amend or terminate our ESPP, provided that except in certain circumstances any such amendment or termination may not materially impair any outstanding purchase rights without the holder's consent. We will obtain stockholder approval of any amendment to our ESPP as required by applicable law or listing requirements.

401(k) Plan

We maintain a tax-qualified retirement plan that provides eligible U.S. employees with an opportunity to save for retirement on a tax advantaged basis. Eligible employees are able to defer eligible compensation subject to applicable annual Internal Revenue Code limits. We have the ability to make discretionary contributions to the 401(k) plan and currently provide a \$0.50 match for every dollar our employees elect to defer up to 6% of their eligible compensation. Employees' pre-tax contributions are allocated to each participant's individual account and are then invested in selected investment alternatives according to the participants' directions. Employees are immediately and fully vested in their contributions, and matching

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contributions made by us vest in four equal annual installments over a period of four years. The 401(k) plan is intended to be qualified under Section 401(a) of the Internal Revenue Code with the 401(k) plan's related trust intended to be tax exempt under Section 501(a) of the Internal Revenue Code. As a tax-qualified retirement plan, contributions to the 401(k) plan and earnings on those contributions are not taxable to the employees until distributed from the 401(k) plan.

Limitation on Liability and Indemnification Matters

Upon the closing of this offering, our amended and restated certificate of incorporation will contain provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Such limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies, such as injunctive relief or rescission.

Our amended and restated certificate of incorporation and our amended and restated bylaws that will become effective immediately upon completion of this offering will provide that we are required to indemnify our directors and executive officers to the fullest extent permitted by Delaware law. Our amended and restated bylaws will also provide that, upon satisfaction of certain conditions, we shall advance expenses incurred by a director or executive officer in advance of the final disposition of any action or proceeding, and permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. Our amended and restated certificate of incorporation and amended and restated bylaws will also provide our board of directors with discretion to indemnify our other officers and employees when determined appropriate by our board of directors. We have entered and expect to continue to enter into agreements to indemnify our directors and executive officers. With certain exceptions, these agreements provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain customary directors' and officers' liability insurance.

The limitation on liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. At present, there is no pending litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought and we are not aware of any threatened litigation that may result in claims for indemnification.

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TRANSACTIONS WITH RELATED PERSONS

Other than compensation arrangements, we describe below transactions and series of similar transactions, since January 1, 2011, to which we were a party or will be a party, in which:

- the amounts involved exceeded or will exceed \$120,000; and
- any of our directors, executive officers, holders of more than 5% of our capital stock, or any affiliate of our directors, executive officers and holders of more than 5% of our capital stock, had or will have a direct or indirect material interest.

Compensation arrangements for our directors and named executive officers are described elsewhere in this prospectus.

Series D-2 Preferred Stock Financing

In December 2013, we sold 1,785,712 shares of our Series D-2 preferred stock and warrants exercisable for 1,785,712 shares of our common stock to five of our existing investors for aggregate proceeds of \$2.5 million, which we refer to as our 2013 financing, as follows.

<u>Purchasers(1)</u>	<u>Shares Purchased</u>	<u>Warrant Shares</u>	<u>Aggregate Purchase Price</u>
Alta BioPharma Partners II, LP(2)	1,205,648	1,205,648	\$ 1,687,907.20
Alta Embarcadero BioPharma Partners II, LLC(2)	44,352	44,352	62,092.80
F.C.P.R. Genavent	71,428	71,428	99,999.20
FCPR Biotechnology Fund(3)	107,142	107,142	149,998.80
Ventech Capital II(4)	357,142	357,142	499,998.80

- (1) See “Principal Stockholders” for more information about these directors, executive officers, holders of more than 5% of our capital stock, and their affiliates.
- (2) Entities affiliated with Alta BioPharma Partners II, LP (“ABP II”) and Alta Embarcadero BioPharma Partners II, LLC (“AEBP II”) are holders of more than 5% of our capital stock. Dr. Penhoet, a member of our board of directors, is a director of Alta BioPharma Management II, LLC, the general partner of ABP II and manager of AEBP II.
- (3) FCPR Biotechnology Fund is a holder of more than 5% of our capital stock. Dr. Nothias, a member of our board of directors, is a member of the investment board of FCPR Biotechnology Fund.
- (4) Ventech Capital II is a holder of more than 5% of our capital stock. Dr. Chaoui, a member of our board of directors, is a venture partner of Ventech Capital II.

In January 2014, in connection with our 2013 financing, we sold 379,284 shares of our Series D-2 Preferred Stock and warrants exercisable for 379,284 shares of our common stock to two members of our board of directors and our chief executive officer, as follows:

<u>Purchasers (1)</u>	<u>Shares Purchased</u>	<u>Warrant Shares</u>	<u>Aggregate Purchase Price</u>
Pamela Kirby, Ph.D.	260,000	260,000	\$ 364,000.00
DFC Langlois(2)	107,142	107,142	\$ 149,998.80
Yves J. Ribeill, Ph.D.	12,142	12,142	\$ 16,998.80

- (1) See “Principal Stockholders” for more information about these directors and executive officers.
- (2) Patrick J. Langlois, Ph.D. is a member of our board of directors and is the general partner of DFC Langlois.

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In December 2013, we issued 6,054,255 shares of Series D-1 preferred stock and 3,956,985 shares of Series D-2 preferred stock in connection with the conversion of all outstanding principal and interest on the convertible promissory notes previously issued in our 2011 bridge financing and 2013 bridge financing, each as described below. In addition, pursuant to the terms of our 2011 bridge financing and 2013 bridge financing, we issued warrants exercisable for 1,634,792 shares and 1,815,385 shares of our common stock, respectively, with an exercise price of \$0.01 per share. The following table sets forth the aggregate number of shares our Series D-1 preferred stock, Series D-2 preferred stock and warrants exercisable for shares of our common stock issued to our directors, executive officers, holders of more than 5% of our capital stock, and their affiliates in connection with the conversion of all outstanding principal and interest on the convertible promissory notes issued in our 2011 bridge financing and our 2013 bridge financing, as follows:

Purchasers(1)	Series D-1 Shares	Series D-2 Shares	Warrant Shares
Alta BioPharma Partners II, LP(2)	1,024,876	211,667	662,147
Alta Embarcadero BioPharma Partners II, LLC(2)	37,702	9,563	24,667
Burrill Biotechnology Capital Fund(3)	885,481	94,712	171,428
F.C.P.R. Genavent	955,215	270,028	214,284
FCPR Biotechnology Fund(4)	863,672	516,738	637,533
Ventech Capital II(5)	809,584	2,653,665	1,105,868
S.R. One, Limited	762,944	185,570	502,053

- (1) See “Principal Stockholders” for more information about these directors, executive officers, holders of more than 5% of our capital stock, and their affiliates.
- (2) Entities affiliated with Alta BioPharma Partners II, LP (“ABP II”) and Alta Embarcadero BioPharma Partners II, LLC (“AEBP II”) are holders of more than 5% of our capital stock. Dr. Penhoet, a member of our board of directors, is a director of Alta BioPharma Management II, LLC, the general partner of ABP II and manager of AEBP II.
- (3) Burrill Biotechnology Capital Fund, L.P. is a holder of more than 5% of our capital stock. Dr. Hanham, a member of our board of directors, is a former Managing Director and General Partner with Burrill & Company, an affiliate of Burrill Biotechnology Capital Fund, L.P.
- (4) FCPR Biotechnology Fund is a holder of more than 5% of our capital stock. Dr. Nothias, a member of our board of directors, is a member of the investment board of FCPR Biotechnology Fund.
- (5) Ventech Capital II is a holder of more than 5% of our capital stock. Dr. Chaoui, a member of our board of directors, is a venture partner of Ventech Capital II.

[Table of Contents](#)**Convertible Note and Warrant Issuances**

In December 2011, January 2012 and May 2012, we collectively issued and sold (a) an aggregate principal amount of \$11.4 million of convertible promissory notes and (b) warrants to purchase an aggregate of 530,719 shares of our common stock with an exercise price of \$0.01 per share for aggregate proceeds of \$5,722, to eleven investors, which we refer to as our 2011 bridge financing. In connection with our 2013 financing, these warrants were adjusted to be exercisable for an aggregate of 1,634,792 shares of our common stock with no additional proceeds to us. The following table sets forth the aggregate principal amount of such convertible promissory notes and warrants exercisable for shares of our common stock issued to our directors, executive officers, holders of more than 5% of our capital stock, and their affiliates:

Purchasers(1)	Principal Amount of Notes	Initial Warrant Shares	Warrant Shares After Adjustment
Alta BioPharma Partners II, LP(2)	\$ 1,300,000	60,290	185,714
Alta Embarcadero BioPharma Partners II, LLC(2)	50,000	2,319	7,142
Burrill Biotechnology Capital Fund, L.P.(3)	1,200,000	55,652	171,428
F.C.P.R. Genavent	1,500,000	69,565	214,284
FCPR Biotechnology Fund(4)	1,500,000	69,565	214,284
Ventech Capital II(5)	4,000,000	185,507	571,428
S.R. One, Limited	1,000,000	46,385	142,856

- (1) See “Principal Stockholders” for more information about these directors, executive officers, holders of more than 5% of our capital stock, and their affiliates.
- (2) Entities affiliated with Alta BioPharma Partners II, LP (“ABP II”) and Alta Embarcadero BioPharma Partners II, LLC (“AEBP II”) are holders of more than 5% of our capital stock. Dr. Penhoet, a member of our board of directors, is a managing director of Alta BioPharma Management II, LLC, the general partner of ABP II and manager of AEBP II.
- (3) Burrill Biotechnology Capital Fund, L.P. is a holder of more than 5% of our capital stock. Dr. Hanham, a member of our board of directors, is a former Managing Director and General Partner with Burrill & Company, an affiliate of Burrill Biotechnology Capital Fund, L.P.
- (4) FCPR Biotechnology Fund is a holder of more than 5% of our capital stock. Dr. Nothias, a member of our board of directors, is a member of the investment board of FCPR Biotechnology Fund.
- (5) Ventech Capital II is a holder of more than 5% of our capital stock. Dr. Chaoui, a member of our board of directors, is a venture partner of Ventech Capital II.

In June 2013, we issued and sold an aggregate principal amount of \$899,053 of convertible promissory notes to six investors, which we refer to as our 2013 bridge financing. The following table sets forth the aggregate principal amount of such convertible promissory notes and warrants issued on December 11, 2013, pursuant to the 2013 bridge financing and exercisable for shares of our common stock issued to our directors, executive officers, holders of more than 5% of our capital stock, and their affiliates:

Purchaser(1)	Principal Amount of Notes	Warrant Shares
Alta BioPharma Partners II, LP(2)	\$ 235,949	476,333
Alta Embarcadero BioPharma Partners II, LLC(2)	8,680	17,525
FCPR Biotechnology Fund(3)	209,609	423,249
Ventech Capital II(4)	264,676	534,440
S.R. One, Limited	177,889	359,197

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- (1) See “Principal Stockholders” for more information about these directors, executive officers, holders of more than 5% of our capital stock, and their affiliates.
- (2) Entities affiliated with Alta BioPharma Partners II, LP (“ABP II”) and Alta Embarcadero BioPharma Partners II, LLC (“AEBP II”) are holders of more than 5% of our capital stock. Dr. Penhoet, a member of our board of directors, is a director of Alta BioPharma Management II, LLC, the general partner of ABP II and manager of AEBP II.
- (3) FCPR Biotechnology Fund is a holder of more than 5% of our capital stock. Dr. Nothias, a member of our board of directors, is a member of the investment board of FCPR Biotechnology Fund.
- (4) Ventech Capital II is a holder of more than 5% of our capital stock. Dr. Chaoui, a member of our board of directors, is a venture partner of Ventech Capital II.

Investor Rights Agreement

We are party to an investor rights agreement that provides holders of our convertible preferred stock and shares of our common stock into which those shares will be converted at the closing of this offering, including certain holders of 5% of our capital stock and entities affiliated with certain of our directors, with certain registration rights, including the right to demand that we file a registration statement or request that their shares be covered by a registration statement that we are otherwise filing. The investor rights agreement also provides for a right of first refusal in favor of certain holders of our stock with regard to certain issuances of our capital stock. The rights of first refusal will not apply to, and will terminate upon, closing of this offering. For a more detailed description of these registration rights, see the section of this prospectus titled “Description of Capital Stock—Registration Rights.”

Voting Agreement

We are party to a voting agreement under which certain holders of our capital stock, including certain holders of 5% of our capital stock and entities affiliated with certain of our directors, have agreed to vote in a certain way on certain matters, including with respect to the election of directors. Upon the closing of this offering, the voting agreement will terminate and none of our stockholders will have any special rights regarding the election or designation of members of our board of directors.

Right of First Refusal and Co-Sale Agreement

We are party to a right of first refusal and co-sale agreement with holders of our convertible preferred stock and our founders, including certain holders of 5% of our capital stock and entities affiliated with certain of our directors, pursuant to which the holders of convertible preferred stock have a right of first refusal and co-sale in respect of certain sales of securities by our founders. Upon the closing of this offering, the right of first refusal and co-sale agreement will terminate.

Indemnification Agreements

Our amended and restated certificate of incorporation, which will be effective upon the closing of this offering, will contain provisions limiting the liability of directors, and our amended and restated bylaws will provide that we will indemnify each of our directors and executive officers to the fullest extent permitted under Delaware law. Our amended and restated certificate of incorporation and amended and restated bylaws will also provide our board of directors with discretion to indemnify our other officers and employees when determined appropriate by our board of directors. In addition, we have entered and expect to continue to enter into agreements to indemnify our directors and executive officers. For more information regarding these agreements, see the section of this prospectus titled “Executive Compensation—Limitations on Liability and Indemnification Matters.”

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Change in Control Arrangements

We have entered into employment agreements with each of our executive officers that provide certain change in control severance benefits, as described in greater detail in the section of this prospectus titled “Executive Compensation—Change in Control Severance Benefits.”

Loan Guarantee with Sanofi

Sanofi is the parent corporation of Merial, a holder of more than 5% of our capital stock. In connection with our 2010 Credit Agreement with HSBC Bank USA, National Association, in April 2010, we entered into a Stand Alone First Demand Guarantee, which we refer to as the Sanofi Guarantee, and a Reimbursement and General Security Agreement, which we refer to as the Sanofi Reimbursement Agreement, with Sanofi, both of which were amended in March 2013. The Sanofi Guarantee provides that Sanofi has agreed to guarantee our loan obligations under the 2010 Credit Agreement, and the Sanofi Reimbursement Agreement provides that we will reimburse Sanofi for any payment it makes to the lender under the Sanofi Guarantee. In connection with the Sanofi Reimbursement Agreement, we also entered into a side letter in April 2010, which provides that we will either (1) subject to the prior written request of Sanofi, apply the net proceeds of certain capital-raising activities to repay all amounts owed under our 2010 Credit Agreement to fully release Sanofi from its obligations under the Sanofi Guarantee, or (2) provide Sanofi with a waiver from HSBC Bank USA, National Association fully releasing Sanofi from its obligations under the Sanofi Guarantee. The amendments to the Sanofi Guarantee and Sanofi Reimbursement Agreement entered into in March 2013 provide that the terms of these agreements extend until January 30, 2015.

In April 2010, we also entered into a Right of First Negotiation Agreement with Sanofi, which granted Sanofi an exclusive right of first negotiation with respect to intellectual property rights related to SCY-635. This agreement expired on April 9, 2012.

In March 2013, we entered into a Board Observation Rights Agreement with Sanofi, which provides Sanofi with the right to designate one observer to attend meetings of our board of directors.

Research Services Agreement with Merial

We entered into a Research Services Agreement with Merial effective in January 2012, under which we perform research services for Merial, including the synthesis, purification, and characterization of individual or libraries of compounds, phenotypic screening of compounds, and further testing and optimizing of compounds for the use of commercializing animal health products. In 2013, we received \$7.4 million from Merial under this agreement. This agreement expires on December 31, 2014. See “Business—Collaborations and Licensing Agreements” for more information.

License Agreement with Aventis

In May 2005, we entered into a license agreement with Aventis Pharma S.A., a leading global healthcare company, pursuant to which Aventis granted us a world-wide license (with a right to sub-license) to certain of Aventis’s know-how, compounds and patents concerning cyclosporine derivatives exclusively in the field of treatment and prevention of HIV/AIDS and non-exclusively in all fields outside the treatment and prevention of HIV/AIDS. Aventis was acquired by Sanofi, the parent corporation of Merial, in 2004. This license agreement is further described in the section titled “Business—Collaborations and Licensing Agreements—Aventis.”

Engagement Letters with Burrill Securities

In March 2013, we entered into an engagement letter with Burrill Securities, an affiliate of Burrill Biotechnology Capital Fund, L.P., a holder of more than 5% of our capital stock, and an entity with

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which one of our directors, Dr. Hanham, was affiliated at the time. Pursuant to the letter, we engaged Burrill Securities to assist us with the identification of certain strategic alternatives. Under the letter, we would have owed Burrill Securities a success fee of \$1.0 million upon the closing of specified strategic transactions during the term of the letter or within twelve months after the end of the term of the letter. The term of the letter expired on September 6, 2013.

In May 2013, we entered into an engagement letter with Burrill Securities. Pursuant to the letter, we engaged Burrill Securities to assist us with the identification of certain strategic alternatives. Under the letter, we would have owed Burrill Securities a success fee of 5% of the transaction value of any strategic transaction or financing transaction resulting from the engagement and closed during the term of the letter or within twelve months after the end of the term of the letter. The term of the letter expired on November 17, 2013. In December 2013, we entered into an amendment to the engagement letter which provided that notwithstanding anything to the contrary in the engagement letter, in the event we consummate a public offering of our common stock prior to November 17, 2014, we will pay Burrill Securities a success fee of \$500,000 as payment in full for all our obligations under the engagement letter.

Policies and Procedures for Related Person Transactions

Our board of directors adopted a policy that our executive officers, directors, nominees for election as a director, beneficial owners of more than 5% of any class of our common stock and any members of the immediate family of any of the foregoing persons are not permitted to enter into a related person transaction with us without the prior consent of our audit committee. Any request for us to enter into a transaction with an executive officer, director, nominee for election as a director, beneficial owner of more than 5% of any class of our common stock or any member of the immediate family of any of the foregoing persons in which the amount involved exceeds \$120,000 and such person would have a direct or indirect interest must first be presented to our audit committee for review, consideration and approval. In approving or rejecting any such proposal, our audit committee is to consider the material facts of the transaction, including, but not limited to, whether the transaction is on terms no less favorable than terms generally available to an unaffiliated third party under the same or similar circumstances and the extent of the related person's interest in the transaction. We did not have a formal review and approval policy for related party transactions at the time of any of the transactions described above. However, all of the transactions described above were entered into after presentation, consideration and approval by our board of directors.

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PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding the beneficial ownership of our common stock as of February 7, 2014, by the following:

- each of our directors and named executive officers;
- all of our directors and executive officers as a group; and
- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our common stock.

Beneficial ownership is determined according to the rules of the SEC and generally means that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power of that security, including options and warrants that are currently exercisable or exercisable within 60 days of February 7, 2014. Shares of our common stock issuable pursuant to stock options and warrants are deemed outstanding for computing the percentage of the person holding such options or warrants and the percentage of any group of which the person is a member but are not deemed outstanding for computing the percentage of any other person. Except as indicated by the footnotes below, we believe, based on the information furnished to us, that the persons named in the table below have sole voting and investment power with respect to all shares of common stock shown that they beneficially own, subject to community property laws where applicable. The information does not necessarily indicate beneficial ownership for any other purpose, including for purposes of Section 13(d) and 13(g) of the Securities Exchange Act of 1934, as amended.

Our calculation of the percentage of beneficial ownership prior to this offering is based on 41,621,980 shares of common stock outstanding as of February 7, 2014, assuming the conversion of all outstanding shares of our convertible preferred stock into common stock immediately upon the closing of this offering, as if this conversion had occurred as of February 7, 2014. Our calculation of the percentage of beneficial ownership after this offering is based on _____ shares of common stock outstanding immediately after the closing of this offering (assuming no exercise of the underwriters' over-allotment option to purchase additional shares of our common stock).

Unless otherwise indicated, the address of each beneficial owner listed in the table below is c/o SCYNEXIS, Inc., 3501 C Tricenter Boulevard, Durham, North Carolina 27713.

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Beneficially Owned	
		Before the Offering	After the Offering
5% Stockholders:			
Alta BioPharma Partners II, LP and affiliate(1)	7,880,881	18.09%	
Burrill Biotechnology Capital Fund, L.P.(2)	3,993,499	9.56%	
F.C.P.R. Genavent(3)	4,643,064	11.08%	
FCPR Biotechnology Fund(4)	4,999,697	11.80%	
Merial Limited(5)	2,617,457	6.29%	
S.R. One, Limited(6)	3,937,388	9.35%	
Ventech Capital II(7)	7,878,782	18.29%	

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<u>Name of Beneficial Owner</u>	<u>Number of Shares Beneficially Owned</u>	<u>Percentage of Shares Beneficially Owned</u>	
		<u>Before the Offering</u>	<u>After the Offering</u>
Named Executive Officers and Directors:			
Yves J. Ribeill, Ph.D.(8)	979,585	2.32%	
Eileen C. Pruette(9)	52,120	*	
Charles F. Osborne, Jr.(10)	336,266	*	
Pamela J. Kirby, Ph.D.(11)	793,000	1.88%	
Laurent Arthaud(12)	90,000	*	
Mounia Chaoui, Ph.D.	—	*	
Ann F. Hanham, Ph.D.	—	*	
Patrick J. Langlois, Ph.D.(13)	389,284	*	
Jean-Yves Nothias, Ph.D.(14)	4,999,697	11.80%	
Edward E. Penhoet, Ph.D.	—	—	
All executive officers and directors as a group (13 persons)(14)	7,863,452	18.89%	

* Less than 1% of the outstanding shares of common stock

- (1) Consists of shares issuable upon conversion of 570,159 shares of Series C preferred stock, 1,024,876 shares of Series D-1 preferred stock, 1,417,315 shares of Series D-2 preferred stock, and 1,867,795 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 held by Alta BioPharma Partners II, LP and shares issuable upon conversion of 20,975 shares of Series C preferred stock, 37,702 shares of Series D-1 preferred stock, 53,915 shares of Series D-2 preferred stock and 69,019 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 held by Alta Embarcadero BioPharma Partners II, LLC. Alta Partners II, Inc. provides investment advisory services to several venture capital funds, including Alta BioPharma Partners II, L.P. (“ABP II”) and Alta Embarcadero BioPharma Partners II, LLC (“AEBP II”). Farah Champsi (known as the “Principal”) is the managing director of Alta BioPharma Management II, LLC (“ABM II”) (which is the general partner of ABP II), and manager of AEBP II. As managing director and manager of such entities, Ms. Champsi may be deemed to have voting and investment power for the shares held by ABP II and AEBP II. The Principal of Alta Partners II, Inc. disclaims beneficial ownership of all such shares held by ABP II and AEBP II, except to the extent of their proportionate pecuniary interests therein. ABM II disclaims beneficial ownership of all such shares held by ABP II and AEBP II, except to the extent of its pecuniary interest therein. The address for Alta Partners II, Inc. is One Embarcadero Center, 37th Floor, San Francisco, California 94111.
- (2) Consists of shares issuable upon conversion of 492,611 shares of Series C preferred stock, 885,481 shares of Series D-1 preferred stock, 94,712 shares of Series D-2 preferred stock, and 171,428 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 held by Burrill Biotechnology Capital Fund, L.P. (“Burrill Biotechnology”). Voting and investment decisions for Burrill Biotechnology are made by the unanimous vote of G. Steven Burrill and Victor A. Hebert. The address for Burrill Biotechnology is One Embarcadero Center, Suite 2700, San Francisco, California 94111.
- (3) Consists of shares issuable upon conversion of 188,679 shares of Series B preferred stock, 342,726 shares of Series C preferred stock, 955,215 shares of Series D-1 preferred stock, 341,456 shares of Series D-2 preferred stock, and 285,712 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 held by F.C.P.R. Genavent. Voting and investment decisions for F.C.P.R.

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Genavent are made by the unanimous vote of Stanislas Cuny, Frederic Exshaw and Amar Douhane. The address for F.C.P.R. Genavent is 90 boulevard Pasteur, CS 21564, Paris Cedex 15, France 75730.

- (4) Consists of shares issuable upon conversion of 166,482 shares of Series B preferred stock, 313,996 shares of Series C preferred stock, 863,672 shares of Series D-1 preferred stock, 623,880 shares of Series D-2 preferred stock and 744,676 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 held by FCPR Biotechnology Fund (“FCPR Biotechnology”). Voting and investment decisions for FCPR Biotechnology are made by the unanimous vote of Jean-Yves Nothias and Pierre Gillet. The address for FCPR Biotechnology is 57 Rue de Richelieu, 75002, Paris, France.
- (5) Consists of shares issuable upon conversion of 1,739,130 shares of Series C-2 preferred stock held by Merial Limited. Voting and investment decisions for Merial Limited are made by Corsten Hellmann as legal representative. The address for Merial Limited is 3239 Satellite Boulevard, Duluth, Georgia 30096-4640. Sanofi, as the ultimate parent corporation of Merial Limited, may be deemed to beneficially own the shares held by Merial Limited. The address of Sanofi is 54, rue La Boétie, 75008 Paris, France.
- (6) Consists of shares issuable upon conversion of 272,267 shares of Series C preferred stock, 608,696 shares of Series C-2 preferred stock, 762,944 shares of Series D-1 preferred stock, 185,570 shares of Series D-2 preferred stock, and 502,053 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 held by S.R. One, Limited. All of the shares and warrants are held of record by S.R. One, Limited. S.R. One, Limited is a wholly-owned subsidiary of GlaxoSmithKline plc. Generally, voting and investment decisions for S.R. One, Limited are made by a majority ratification, but may deviate from that process in the ordinary course. The address for S.R. One, Limited is 161 Washington Street, Suite 500 Conshohocken, Pennsylvania 19428-2077.
- (7) Consists of shares issuable upon conversion of 109,879 shares of Series B preferred stock, 340,509 shares of Series C preferred stock, 809,584 shares of Series D-1 preferred stock, 3,010,807 shares of Series D-2 preferred stock, and 1,463,010 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 held by Ventech Capital II (“Ventech”). Voting and investment decisions for Ventech are made by Alain Caffi. The address for Ventech is 47 avenue de l’opera, Paris Cedex 07, France 75002.
- (8) Consists of 346,301 shares of common stock, shares of common stock issuable upon conversion of 12,142 shares of Series D-2 Preferred Stock, 12,142 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014 and shares issuable upon exercise of options to acquire 609,000 shares of common stock exercisable within 60 days of February 7, 2014.
- (9) Consists of shares issuable upon exercise of options to acquire 52,120 shares of common stock exercisable within 60 days of February 7, 2014.
- (10) Includes shares issuable upon exercise of options to acquire 153,674 shares of common stock exercisable within 60 days of February 7, 2014.
- (11) Consists of shares of common stock issuable upon conversion of 260,000 shares of Series D-2 Preferred Stock, 260,000 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014, and shares issuable upon exercise of options to acquire 273,000 shares of common stock exercisable within 60 days of February 7, 2014.
- (12) Includes shares issuable upon exercise of options to acquire 75,000 shares of common stock exercisable within 60 days of February 7, 2014.

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- (13) Consists of shares of common stock issuable upon conversion of 107,142 shares of Series D-2 Preferred Stock and 107,142 shares of common stock issuable pursuant to warrants exercisable within 60 days of February 7, 2014, held by DFC Langlois and includes shares issuable upon exercise of options to acquire 175,000 shares of common stock exercisable within 60 days of February 7, 2014 held by Dr. Langlois. Dr. Langlois is a general partner of DFC Langlois and holds sole voting and dispositive authority over the shares held by DFC Langlois. The address for DFC Langlois is 6 Avenue Frederic Le Play 75007 Paris, France.
- (14) See Note 4. Dr. Nothias disclaims beneficial ownership of the shares held by FCPR Biotechnology, except to the extent of his ability to direct the voting or disposition of such shares or his pecuniary interest therein.
- (15) Consists of shares held by each executive officer and director including the shares described in footnotes 8 through 14 above.

DESCRIPTION OF CAPITAL STOCK

The following description of our capital stock and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws are summaries and are qualified by reference to the amended and restated certificate of incorporation and the amended and restated bylaws that will be in effect upon the closing of this offering. Copies of these documents will be filed with the SEC as exhibits to our registration statement, of which this prospectus forms a part. The descriptions of our common stock and convertible preferred stock reflect changes to our capital structure that will occur upon the closing of this offering.

General

Upon the closing of this offering, our amended and restated certificate of incorporation will provide for common stock and will authorize shares of undesignated preferred stock, the rights, preferences and privileges of which may be designated from time to time by our board of directors.

Upon the closing of this offering, our authorized capital stock will consist of _____ shares, all with a par value of \$0.001 per share, of which:

- _____ shares are designated as common stock; and
- _____ shares are designated as preferred stock.

Common stock

As of February 7, 2014, we had outstanding 41,621,980 shares of common stock, which assumes the conversion of all outstanding shares of convertible preferred stock into shares of common stock immediately prior to the closing of this offering. As of February 7, 2014, we had outstanding 17,803,273 shares of convertible preferred stock, all of which will be converted into 34,515,023 shares of common stock immediately prior to the closing of this offering and 6,820,681 shares of our common stock. Our outstanding capital stock was held by approximately 155 stockholders of record as of February 7, 2014. As of February 7, 2014, we had outstanding options to acquire 1,543,386 shares of common stock and 2,206,635 shares of common stock held by employees, directors and consultants pursuant to our 1999 Stock Plan and 2009 Stock Plan, respectively, having a weighted-average exercise price of \$1.63 per share. As of February 7, 2014, we also had outstanding warrants exercisable for 5,624,530 shares of common stock, having an exercise price of \$0.01 per share, warrants exercisable for 12,308 shares of our common stock having an exercise price of \$3.25 per share and warrants exercisable for 196,923 shares of convertible preferred stock, having an exercise price of \$3.25 per share, which will become exercisable for 286,276 shares of common stock immediately prior to the closing of this offering.

Voting Rights

Each holder of our common stock is entitled to one vote for each share of common stock held on all matters submitted to a vote of stockholders, except as otherwise expressly provided in our amended and restated certificate of incorporation or required by applicable law. Cumulative voting for the election of directors is not provided for in our amended and restated certificate of incorporation, which means that the holders of a majority of our shares of common stock can elect all of the directors then standing for election.

Dividends and Distributions. Subject to preferences that may apply to any shares of convertible preferred stock outstanding at the time, the holders of outstanding shares of our common stock are entitled to receive dividends out of funds legally available at the times and in the amounts that our board of directors may determine.

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Liquidation Rights. Upon our liquidation, dissolution or winding-up, the assets legally available for distribution to our stockholders would be distributable ratably among the holders of our common stock and any participating convertible preferred stock outstanding at that time after payment of liquidation preferences, if any, on any outstanding shares of convertible preferred stock and payment of other claims of creditors.

The rights, preferences, and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of holders of shares of any series of convertible preferred stock that we may designate and issue in the future.

Preemptive or Similar Rights. Our common stock is not entitled to preemptive rights and is not subject to conversion, redemption or sinking fund provisions.

Preferred Stock

As of February 7, 2014, there were 17,803,273 shares of our convertible preferred stock outstanding and warrants exercisable for 196,923 shares of our preferred stock with an exercise price of \$3.25 per share. Immediately prior to the closing of this offering, all outstanding shares of our convertible preferred stock will convert into 34,515,023 shares of our common stock.

Upon the closing of this offering, our board of directors may, without further action by our stockholders, fix the rights, preferences, privileges and restrictions of up to an aggregate of 5,000,000 shares of preferred stock in one or more series and authorize their issuance. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of our common stock. The issuance of our preferred stock could adversely affect the voting power of holders of our common stock and the likelihood that these holders will receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change of control or other corporate action. Upon the closing of this offering, no shares of preferred stock will be outstanding, and we have no present plan to issue any shares of preferred stock.

Warrants

As of February 7, 2014, we had warrants to purchase an aggregate of 5,624,530 shares of our common stock outstanding with an exercise price of \$0.01 per share. Each of these warrants has a net exercise provision under which the holder, in lieu of payment of the exercise price in cash, can surrender the warrant and receive a net number of shares of our common stock based on the fair market value of such stock at the time of exercise of the warrant after deducting of the aggregate exercise price. Unless earlier exercised, these warrants will expire upon the closing of this offering.

As of February 7, 2014, we had a warrant to purchase an aggregate of 12,308 shares of our common stock outstanding with an exercise price of \$3.25 per share. This warrant has a net exercise provision under which the holder, in lieu of payment of the exercise price in cash, can surrender the warrant and receive a net number of shares of our common stock based on the fair market value of such stock at the time of exercise of the warrant after deduction of the aggregate exercise price. Unless earlier exercised, this warrant will expire on the earlier of September 14, 2014 or five years after the closing of this offering.

As of February 7, 2014, we had warrants to purchase an aggregate of 196,923 shares of our Series C-1 convertible preferred stock outstanding with an exercise price of \$3.25 per share. Each of these warrants has a net exercise provision under which the holder, in lieu of payment of the exercise price in cash, can surrender the warrant and receive a net number of shares of Series C-1 convertible preferred stock

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based on the fair market value of such stock at the time of exercise of the warrant after deduction of the aggregate exercise price. Unless earlier exercised, these warrants will expire on the later of July 14, 2016 or five years after the closing of this offering. Upon the closing of this offering, these warrants will become exercisable for 286,276 shares of our common stock with an exercise price of \$2.24 per share.

Registration Rights

Stockholder Registration Rights

We are party to an investor rights agreement which provides that holders of our convertible preferred stock have certain registration rights, as set forth below. This investor rights agreement was entered into in August 2000 and has been amended and/or restated from time to time in connection with our preferred stock financings. The registration of shares of our common stock pursuant to the exercise of registration rights described below would enable the holders to sell these shares without restriction under the Securities Act of 1933, as amended, or the Securities Act, when the applicable registration statement is declared effective. We will pay the registration expenses, other than underwriting discounts and commissions, of the shares registered pursuant to the demand, piggyback and Form S-3 registrations described below.

Generally, in an underwritten offering, the managing underwriter, if any, has the right, subject to specified conditions, to limit the number of shares such holders may include. The demand, piggyback and Form S-3 registration rights described below will expire the later of (1) three years after the effective date of the registration statement containing this prospectus or (2) with respect to each stockholder, at such time as the (A) our capital stock is publicly traded and (B) such stockholder holds less than one percent (1%) of the our common stock outstanding and is entitled to sell all of its shares pursuant to Rule 144 of the Securities Act during any ninety (90) day period.

Demand Registration Rights

The holders of an aggregate of 42,791,042 shares of our common stock issuable upon conversion of outstanding convertible preferred stock will be entitled to certain demand registration rights. At any time beginning 180 days after the closing of this offering, the holders of forty percent (40%) of these shares may request that we file a registration statement having an aggregate offering price to the public of not less than \$5.0 million to register all or a portion of their shares.

Piggyback Registration Rights

In connection with this offering, the holders of an aggregate of 44,151,015 shares of our common stock, issuable (1) upon conversion of outstanding convertible preferred stock, (2) upon exercise of outstanding common stock warrants, and (3) conversion of preferred stock currently subject to outstanding warrants, were entitled to, and the necessary percentage of holders waived, their rights to include their shares of registrable securities in this offering. In the event that we propose to register any of our securities under the Securities Act either for our own account or for the account of other security holders, the holders of these shares will be entitled to certain "piggyback" registration rights allowing them to include their shares in the registration, subject to certain marketing and other limitations. As a result, whenever we propose to file a registration statement under the Securities Act including a registration statement on Form S-3 as discussed below, other than with respect to a demand registration or a registration statement on Forms S-4 or S-8, the holders of these shares are entitled to notice of the registration and have the right, subject to limitations that the underwriters may impose on the number of shares included in the registration, to include their shares in the registration.

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Form S-3 Registration Rights

The holders of an aggregate of 44,151,015 shares of our common stock, issuable upon (1) conversion of outstanding convertible preferred stock, (2) exercise of outstanding common stock warrants, and (3) conversion of preferred stock currently subject to outstanding warrants will be entitled to certain Form S-3 registration rights. These holders may make a request that we register their shares on Form S-3 if we are qualified to file a registration statement on Form S-3. The request for registration on Form S-3 must cover securities the aggregate offering price of which, before payment of underwriting discounts and commissions, is at least \$1,000,000.

Anti-Takeover Provisions

Certificate of Incorporation and Bylaws to be in Effect Upon the Closing of This Offering

Because our stockholders do not have cumulative voting rights, our stockholders holding a majority of the voting power of our shares of common stock outstanding will be able to elect all of our directors. Our amended and restated certificate of incorporation and amended and restated bylaws to be effective upon the closing of this offering will provide that all stockholder actions must be effected at a duly called meeting of stockholders and not by consent in writing. A special meeting of stockholders may be called only by a majority of our whole board of directors, the chair of our board of directors, or our chief executive officer.

Our amended and restated certificate of incorporation will further provide that, immediately after this offering, the affirmative vote of holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of voting stock, voting as a single class, will be required to amend certain provisions of our certificate of incorporation, including provisions relating to the size of the board, removal of directors, special meetings, actions by written consent and cumulative voting. The affirmative vote of holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then outstanding shares of voting stock, voting as a single class, will be required to amend or repeal our bylaws, although our bylaws may be amended by a simple majority vote of our board of directors.

The foregoing provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of our company by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change the control of our company.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of our company. These provisions are also designed to reduce our vulnerability to an unsolicited acquisition proposal and to discourage certain tactics that may be used in proxy rights. However, these provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of deterring hostile takeovers or delaying changes in control of our company or our management. As a consequence, these provisions also may inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts.

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Section 203 of the Delaware General Corporation Law

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned by (1) persons who are directors and also officers and (2) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines business combination to include the following:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loss, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an “interested stockholder” as an entity or person who, together with the person’s affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

Limitations on Liability and Indemnification

See the section of this prospectus titled “Executive Compensation—Limitation on Liability and Indemnification Matters.”

Listing

We will be applying to have our common stock to be approved for listing on the NASDAQ Global Market under the trading symbol “SCYX.”

Transfer Agent and Registrar

Upon the closing of this offering, the transfer agent and registrar for our common stock will be .

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our capital stock. Future sales of our common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect market prices prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of our common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price at such time and our ability to raise equity capital in the future.

Based on the number of shares outstanding as of December 31, 2013, upon the closing of this offering, _____ shares of our common stock will be outstanding, assuming no exercise of the underwriters' over-allotment option to purchase additional shares of common stock and no exercise of outstanding options or warrants. Of the outstanding shares, all of the shares sold in this offering will be freely tradable, except that any shares held by our affiliates, as that term is defined in Rule 144 under the Securities Act of 1933, as amended, or the Securities Act, may only be sold in compliance with the limitations described below.

The remaining shares of our common stock outstanding after this offering are restricted securities as such term is defined in Rule 144 under the Securities Act or are subject to lock-up agreements with us as described below. Following the expiration of the lock-up period, restricted securities may be sold in the public market only if registered or if they qualify for an exemption from registration under Rule 144 or 701 promulgated under the Securities Act described in greater detail below.

Rule 144

In general, a person who has beneficially owned restricted shares of our common stock for at least six months would be entitled to sell their securities provided that (a) such person is not deemed to have been one of our affiliates at the time of, or at any time during the 90 days preceding a sale and (b) we are subject to the periodic reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, for at least 90 days before the sale. Persons who have beneficially owned restricted shares of our common stock for at least six months but who are our affiliates at the time of, or any time during the 90 days preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares of our common stock outstanding after this offering, which will equal approximately _____ shares immediately after the closing of this offering, based on the number of common shares outstanding as of December 31, 2013, and assuming no exercise of the underwriters' over-allotment option to purchase additional shares of our common stock; or
- the average weekly trading volume of our common stock on the _____ during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale;

provided, in each case, that we are subject to the periodic reporting requirements of the Exchange Act, for at least 90 days before the sale. Such sales both by affiliates and by non-affiliates must also comply with the manner of sale, current public information and notice provisions of Rule 144.

Rule 701

Rule 701 under the Securities Act as in effect on the date of this prospectus, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions of Rule 144, including the holding period requirement. Most of our employees, executive officers, directors or consultants who

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purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701, but all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling their shares. However, substantially all Rule 701 shares are subject to lock-up agreements as described below and under the section of this prospectus titled “Underwriting” and will not become eligible for sale until the expiration of those agreements.

Lock-up Agreements

We, our directors and officers, and substantially all of our stockholders and optionholders have agreed with the underwriters that for a period of 180 days following the date of this prospectus, not to offer, sell, assign, transfer, pledge, contract to sell or otherwise dispose of or hedge any shares of our common stock or any securities convertible into or exchangeable for shares of our common stock, subject to specified exceptions. RBC Capital Markets, LLC may, in its sole discretion, at any time, release all or any portion of the shares from the restrictions in these agreements.

Registration Rights

On the date beginning 180 days after the date of this prospectus, the holders of approximately 44,151,015 shares of our common stock, or their transferees, will be entitled to certain rights with respect to the registration of those shares under the Securities Act. For a description of these registration rights, see the section of this prospectus titled “Description of Capital Stock—Registration Rights.” If these shares are registered, they will be freely tradable without restriction under the Securities Act.

Equity Incentive Plans

As soon as practicable after the closing of this offering, we intend to file a Form S-8 registration statement under the Securities Act, to register shares of our common stock issued or reserved for issuance under our equity compensation plans and agreements. This registration statement will become effective immediately upon filing, and shares covered by this registration statement will thereupon be eligible for sale in the public markets, subject to vesting restrictions, the lock-up agreements described above and Rule 144 limitations applicable to affiliates. For a more complete discussion of our equity compensation plans, see the section of this prospectus titled “Executive Compensation—Equity Incentive Plans.”

MATERIAL U.S. FEDERAL INCOME AND ESTATE TAX CONSIDERATIONS FOR NON-U.S. HOLDERS

The following summary describes the material U.S. federal income and estate tax consequences of the acquisition, ownership and disposition of our common stock acquired in this offering by Non-U.S. Holders (as defined below). This discussion does not address all aspects of U.S. federal income and estate taxes and does not deal with foreign, state and local consequences that may be relevant to Non-U.S. Holders in light of their particular circumstances, nor does it address U.S. federal tax consequences other than income and estate taxes. Special rules different from those described below may apply to certain Non-U.S. Holders that are subject to special treatment under the Internal Revenue Code of 1986, as amended, or the Code, such as financial institutions, insurance companies, tax-exempt organizations, broker-dealers and traders in securities, U.S. expatriates, “controlled foreign corporations,” “passive foreign investment companies,” corporations that accumulate earnings to avoid U.S. federal income tax, persons that hold our common stock as part of a “straddle,” “hedge,” “conversion transaction,” “synthetic security” or integrated investment or other risk reduction strategy, persons subject to the alternative minimum tax or Medicare contribution tax, partnerships and other pass-through entities, and investors in such pass-through entities. Such Non-U.S. Holders are urged to consult their own tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them. Furthermore, the discussion below is based upon the provisions of the Code, and Treasury regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be repealed, revoked or modified, perhaps retroactively, so as to result in U.S. federal income and estate tax consequences different from those discussed below. We have not requested a ruling from the U.S. Internal Revenue Service, or IRS, with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. This discussion assumes that the Non-U.S. Holder holds our common stock as a “capital asset” within the meaning of Section 1221 of the Code (generally, property held for investment).

Persons considering the purchase of our common stock pursuant to this offering should consult their own tax advisors concerning the U.S. federal income and estate tax consequences of acquiring, owning and disposing of our common stock in light of their particular situations as well as any consequences arising under the laws of any other taxing jurisdiction, including any state, local or foreign tax consequences.

For the purposes of this discussion, a “Non-U.S. Holder” is, for U.S. federal income tax purposes, a beneficial owner of common stock that is neither a U.S. Holder, nor a partnership (or other entity treated as a partnership for U.S. federal income tax purposes regardless of its place of organization or formation). A “U.S. Holder” means a beneficial owner of our common stock that is for U.S. federal income tax purposes (a) an individual who is a citizen or resident of the U.S., (b) a corporation or other entity treated as a corporation created or organized in or under the laws of the U.S., any state thereof or the District of Columbia, (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (d) a trust if it (1) is subject to the primary supervision of a court within the U.S. and one or more U.S. persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

Distributions

Subject to the discussion below, distributions, if any, made on our common stock to a Non-U.S. Holder of our common stock to the extent made out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles) generally will constitute dividends for U.S. tax purposes and will be subject to withholding tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. To obtain a reduced rate of withholding under a treaty, a Non-U.S. Holder

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generally will be required to provide us with a properly executed IRS Form W-8BEN, or other appropriate form, certifying the Non-U.S. Holder's entitlement to benefits under that treaty. In the case of a Non-U.S. Holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of a tax treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a Non-U.S. Holder holds stock through a financial institution or other agent acting on the holder's behalf, the holder will be required to provide appropriate documentation to such agent. The holder's agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If you are eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty, you may be able to obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

We generally are not required to withhold tax on dividends paid to a Non-U.S. Holder that are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the U.S. (and, if required by an applicable income tax treaty, are attributable to a permanent establishment that such holder maintains in the U.S.) if a properly executed IRS Form W-8ECI, stating that the dividends are so connected, is furnished to us (or, if stock is held through a financial institution or other agent, to such agent). In general, such effectively connected dividends will be subject to U.S. federal income tax, on a net income basis at the regular graduated rates. A corporate Non-U.S. Holder receiving effectively connected dividends may also be subject to an additional "branch profits tax," which is imposed, under certain circumstances, at a rate of 30% (or such lower rate as may be specified by an applicable treaty) on the corporate Non-U.S. Holder's effectively connected earnings and profits, subject to certain adjustments.

To the extent distributions on our common stock, if any, exceed our current and accumulated earnings and profits, they will first reduce the Non-U.S. Holder's adjusted basis in our common stock, but not below zero, and then will be treated as gain to the extent of any excess, and taxed in the same manner as gain realized from a sale or other disposition of common stock as described in the next section.

Gain on Disposition of Our Common Stock

Subject to the discussion below regarding backup withholding and foreign accounts, a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to gain realized on a sale or other disposition of our common stock unless (a) the gain is effectively connected with a trade or business of such holder in the U.S. (and, if required by an applicable income tax treaty, is attributable to a permanent establishment that such holder maintains in the U.S.), (b) the Non-U.S. Holder is a nonresident alien individual and is present in the U.S. for 183 or more days in the taxable year of the disposition and certain other conditions are met or (c) we are or have been a "United States real property holding corporation" within the meaning of Code Section 897(c)(2) at any time within the shorter of the five-year period preceding such disposition or such holder's holding period. In general, we would be a U.S. real property holding corporation if interests in U.S. real estate comprised (by fair market value) at least half of our business assets. We believe that we are not, and do not anticipate becoming, a U.S. real property holding corporation. Even if we are treated as a U.S. real property holding corporation, gain realized by a Non-U.S. Holder on a disposition of our common stock will not be subject to U.S. federal income tax so long as (1) the Non-U.S. Holder owned, directly, indirectly and constructively, no more than five percent of our common stock at all times within the shorter of (i) the five-year period preceding the disposition or (ii) the holder's holding period and (2) our common stock is regularly traded on an established securities market. There can be no assurance that our common stock will continue to qualify as regularly traded on an established securities market.

If you are a Non-U.S. Holder described in (a) above, you will be required to pay tax on the net gain derived from the sale at regular graduated U.S. federal income tax rates, and corporate Non-U.S. Holders described in (a) above may be subject to the additional branch profits tax at a 30% rate or such lower rate as

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may be specified by an applicable income tax treaty. If you are an individual Non-U.S. Holder described in (b) above, you will be required to pay a flat 30% tax on the gain derived from the sale, which gain may be offset by U.S. source capital losses (even though you are not considered a resident of the U.S.).

Information Reporting Requirements and Backup Withholding

Generally, we must report information to the IRS with respect to any dividends we pay on our common stock including the amount of any such dividends, the name and address of the recipient, and the amount, if any, of tax withheld. A similar report is sent to the holder to whom any such dividends are paid. Pursuant to tax treaties or certain other agreements, the IRS may make its reports available to tax authorities in the recipient's country of residence.

Dividends paid by us (or our paying agents) to a Non-U.S. Holder may also be subject to U.S. backup withholding. U.S. backup withholding generally will not apply to a Non-U.S. Holder who provides a properly executed IRS Form W-8BEN or otherwise establishes an exemption.

Under current U.S. federal income tax law, U.S. information reporting and backup withholding requirements generally will apply to the proceeds of a disposition of our common stock effected by or through a U.S. office of any broker, U.S. or foreign, except that information reporting and such requirements may be avoided if the holder provides a properly executed IRS Form W-8BEN or otherwise meets documentary evidence requirements for establishing Non-U.S. Holder status or otherwise establishes an exemption. Generally, U.S. information reporting and backup withholding requirements will not apply to a payment of disposition proceeds to a Non-U.S. Holder where the transaction is effected outside the U.S. through a non-U.S. office of a non-U.S. broker. Information reporting and backup withholding requirements may, however, apply to a payment of disposition proceeds if the broker has actual knowledge, or reason to know, that the holder is, in fact, a U.S. person. For information reporting purposes, certain brokers with substantial U.S. ownership or operations will generally be treated in a manner similar to U.S. brokers.

Any amounts of tax withheld under the backup withholding rules may be credited against the tax liability of persons subject to backup withholding, provided that the required information is timely furnished to the IRS.

Foreign Accounts

A U.S. federal withholding tax of 30% may apply on dividends on and the gross proceeds of a disposition of our common stock paid to a foreign financial institution (as specifically defined by applicable rules) unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity holders of such institution, as well as certain account holders that are foreign entities with U.S. owners). This U.S. federal withholding tax of 30% will also apply on dividends on and the gross proceeds of a disposition of our common stock to a non-financial foreign entity unless such entity provides the withholding agent with either a certification that it does not have any substantial direct or indirect U.S. owners or provides information regarding substantial direct and indirect U.S. owners of the entity. The withholding tax described above will not apply if the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from the rules. Under certain circumstances, a Non-U.S. Holder might be eligible for refunds or credits of such taxes. Holders are encouraged to consult with their own tax advisors regarding the possible implications of these rules for their investment in our common stock.

The IRS has issued guidance providing that the withholding provisions described above will generally apply to payments of dividends made on or after July 1, 2014 and to payments of gross proceeds from a sale or other disposition of common stock on or after January 1, 2017.

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Federal Estate Tax

An individual Non-U.S. Holder who is treated as the owner of, or has made certain lifetime transfers of, an interest in our common stock will be required to include the value thereof in his or her gross estate for U.S. federal estate tax purposes, and may be subject to U.S. federal estate tax unless an applicable estate tax treaty provides otherwise, even though such individual was not a citizen or resident of the U.S. at the time of his or her death.

EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF PURCHASING, HOLDING AND DISPOSING OF OUR COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAW.

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UNDERWRITING

Subject to the terms and conditions set forth in the underwriting agreement, dated _____, 2014, among us, RBC Capital Markets, LLC, and Canaccord Genuity Inc. as the representatives of the underwriters named below and the joint book-running managers of this offering, we have agreed to sell to the underwriters, and each of the underwriters has agreed, severally and not jointly, to purchase from us, the respective number of shares of common stock shown opposite its name below:

UNDERWRITER	NUMBER OF SHARES
RBC Capital Markets, LLC	
Canaccord Genuity Inc.	
JMP Securities LLC	
Total	

The underwriting agreement provides that the obligations of the several underwriters are subject to certain conditions precedent such as the receipt by the underwriters of officers' certificates and legal opinions and approval of certain legal matters by their counsel. The underwriting agreement provides that the underwriters will purchase all of the shares of common stock if any of them are purchased. If an underwriter defaults, the underwriting agreement provides that the purchase commitments of the nondefaulting underwriters may be increased or the underwriting agreement may be terminated. We have agreed to indemnify the underwriters and certain of their controlling persons against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make in respect of those liabilities.

The underwriters have advised us that, following the completion of this offering, they currently intend to make a market in the common stock as permitted by applicable laws and regulations. However, the underwriters are not obligated to do so, and the underwriters may discontinue any market-making activities at any time without notice in their sole discretion. Accordingly, no assurance can be given as to the liquidity of the trading market for the common stock, that you will be able to sell any of the common stock held by you at a particular time or that the prices that you receive when you sell will be favorable.

The underwriters are offering the shares of common stock subject to their acceptance of the shares of common stock from us and subject to prior sale. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part. In addition, the underwriters have advised us that they do not expect sales to accounts over which they have discretionary authority to exceed 5% of the common stock being offered.

Commissions and Expenses

The underwriters have advised us that they propose to offer the shares of common stock to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers, which may include the underwriters, at that price less a concession not in excess of \$ _____ per share of common stock. After the offering, the initial public offering price, the concession to dealers or any other term of the offering may be changed by the representatives. No such change will change the amount of proceeds to be received by us as set forth on the cover page of this prospectus.

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The following table shows the public offering price, the underwriting discounts and commissions that we are to pay the underwriters and the proceeds, before expenses, to us in connection with this offering. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase additional shares.

	Per Share		Total	
	Without Option to Purchase Additional Shares	With Option to Purchase Additional Shares	Without Option to Purchase Additional Shares	Without Option to Purchase Additional Shares
Public offering price	\$	\$	\$	\$
Underwriting discounts and commissions paid by us	\$	\$	\$	\$
Proceeds to us, before expenses	\$	\$	\$	\$

We estimate expenses payable by us in connection with this offering, other than the underwriting discounts and commissions referred to above, will be approximately \$ million.

Determination of Offering Price

Prior to this offering, there has not been a public market for our common stock. Consequently, the initial public offering price for our common stock will be determined by negotiations between us and the representatives. Among the factors to be considered in these negotiations will be prevailing market conditions, our financial information, market valuations of other companies that we and the underwriters believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

We offer no assurances that the initial public offering price will correspond to the price at which the common stock will trade in the public market subsequent to the offering or that an active trading market for the common stock will develop and continue after the offering.

Listing

We have applied to list our common stock on the NASDAQ Global Market under the symbol "SCYX."

Option to Purchase Additional Shares

We have granted to the underwriters an option, exercisable for 30 days from the date of this prospectus, to purchase, from time to time, in whole or in part, up to an aggregate of shares from us at the public offering price set forth on the cover page of this prospectus, less underwriting discounts and commissions, to cover over-allotments. If the underwriters exercise this option, each underwriter will be obligated, subject to specified conditions, to purchase a number of additional shares proportionate to that underwriter's initial purchase commitment as indicated in the table above.

No Sales of Similar Securities

Pursuant to certain lock-up agreements, we, our officers, directors and holders of substantially all of our outstanding capital stock have agreed, subject to specified exceptions, not to directly or indirectly:

- sell, offer to sell, contract to sell, effect any short sale, pledge, transfer, establish a "put equivalent position" within the meaning of Rule 16a-1(h) under the Exchange Act, or

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- otherwise dispose of, or enter into any swap, hedge or similar arrangement that transfers, in whole or in part, the economic risk of ownership of, any shares of common stock, options or warrants to acquire shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock currently or hereafter owned either of record or beneficially, or
- make any demand for, or exercise any right with respect to, the registration under the Securities Act of the offer and sale of any shares of common stock, options or warrants to acquire shares of common stock, or securities exchangeable or exercisable for or convertible into shares of common stock, or
- publicly announce any intention to do any of the foregoing

for a period of 180 days after the date of this prospectus without the prior written consent of the representatives, subject to specified exceptions.

This restriction terminates after the close of trading of the common stock on and including the 180th day after the date of this prospectus. The representatives may, in its sole discretion and at any time or from time to time before the termination of the 180-day period release all or any portion of the securities subject to lock-up agreements. There are no existing agreements between the underwriters and any of our stockholders who will execute a lock-up agreement providing consent to the sale of shares prior to the expiration of the lock-up period.

Stabilization

The underwriters have advised us that, pursuant to Regulation M under the Exchange Act, certain persons participating in the offering may engage in short sale transactions, stabilizing transactions, syndicate covering transactions or the imposition of penalty bids in connection with this offering. These activities may have the effect of stabilizing or maintaining the market price of the common stock at a level above that which might otherwise prevail in the open market. Establishing short sales positions may involve either “covered” short sales or “naked” short sales.

“Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of our common stock in this offering. The underwriters may close out any covered short position by either exercising their option to purchase additional shares of our common stock or purchasing shares of our common stock in the open market. In determining the source of shares to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares.

“Naked” short sales are sales in excess of the option to purchase additional shares of our common stock. The underwriters must close out any naked short position by purchasing shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares of our common stock in the open market after pricing that could adversely affect investors who purchase in this offering.

A stabilizing bid is a bid for the purchase of shares of common stock on behalf of the underwriters for the purpose of fixing or maintaining the price of the common stock. A syndicate covering transaction is the bid for or the purchase of shares of common stock on behalf of the underwriters to reduce a short position incurred by the underwriters in connection with the offering. Similar to other purchase transactions, the underwriter’s purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As a result, the price of our common stock may be higher than the price that might otherwise exist in the open market. A penalty bid is an arrangement permitting the underwriters to reclaim the selling

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concession otherwise accruing to a syndicate member in connection with the offering if the common stock originally sold by such syndicate member are purchased in a syndicate covering transaction and therefore have not been effectively placed by such syndicate member.

Neither we nor any of the underwriters make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. The underwriters are not obligated to engage in these activities and, if commenced, any of the activities may be discontinued at any time.

Electronic Distribution

A prospectus in electronic format may be made available by e-mail or through online services maintained by one or more of the underwriters or their affiliates. In those cases, prospective investors may view offering terms online and may be allowed to place orders online. The underwriters may agree with us to allocate a specific number of shares of common stock for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriters on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' web sites and any information contained in any other web site maintained by any of the underwriters is not part of this prospectus, has not been approved and/or endorsed by us or the underwriters and should not be relied upon by investors.

Other Activities and Relationships

The underwriters and certain of their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The underwriters and certain of their respective affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and certain of their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the underwriters or their respective affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The underwriters and their respective affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the common stock offered hereby. Any such short positions could adversely affect future trading prices of the common stock offered hereby. The underwriters and certain of their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

In February 2014, we entered into an agreement with RBC Capital Markets, LLC, pursuant to which RBC Capital Markets, LLC may act as a financial advisor to us in a transaction that constitutes a sale of SCYNEXIS, a private placement of our securities, a license of SCY-078 in the United States or Western Europe, and pursuant to which RBC Capital Markets, LLC will receive a fee depending on the size of the transaction. Under the terms of the engagement we will indemnify RBC Capital Markets, LLC and its affiliates for losses incurred arising as a result of the services rendered by it under this agreement.

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Burrill Securities, an affiliate of Burrill Biotechnology Capital Fund, L.P., a holder of more than 5% of our capital stock, and an entity with which one of our directors, Dr. Hanham, was previously affiliated, will receive a fee of \$500,000 in connection with the closing of this offering.

Notice to Residents of Canada

The securities may be sold only to purchasers purchasing as principal that are both “accredited investors” as defined in National Instrument 45-106 Prospectus and Registration Exemptions and “permitted clients” as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from the prospectus requirements and in compliance with the registration requirements of applicable securities laws.

Notice to Prospective Investors in the United Kingdom

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are “qualified investors” (as defined in the Prospectus Directive) (i) who have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, which we refer to as the Order, and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”). This document must not be acted on or relied on in the United Kingdom by persons who are not relevant persons. In the United Kingdom, any investment or investment activity to which this document relates is only available to, and will be engaged in with, relevant persons.

Notice to Prospective Investors in the EEA

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive, which we refer to as a Relevant Member State, an offer to the public of any shares of common stock that are the subject of the offering contemplated by this prospectus may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of any shares may be made at any time under the following exemptions under the Prospectus Directive, if they have been implemented in that Relevant Member State:

- (a) to legal entities which are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- (b) to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- (c) by the underwriters to fewer than 100 natural or legal persons (other than “qualified investors” as defined in the Prospectus Directive) subject to obtaining the prior consent of the representative for any such offer; or
- (d) in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer of shares shall result in a requirement for the publication by us or any representative of a prospectus pursuant to Article 3 of the Prospectus Directive.

Any person making or intending to make any offer of shares within the EEA should only do so in circumstances in which no obligation arises for us or any of the underwriters to produce a prospectus for such offer. Neither we nor the underwriters have authorized, nor do they authorize, the making of any offer

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of shares through any financial intermediary, other than offers made by the underwriters which constitute the final offering of shares contemplated in this prospectus.

For the purposes of this provision, and your representation below, the expression an “offer to the public” in relation to any shares in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any shares to be offered so as to enable an investor to decide to purchase any shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

Each person in a Relevant Member State who receives any communication in respect of, or who acquires any shares under, the offer of shares contemplated by this prospectus will be deemed to have represented, warranted and agreed to and with us and each underwriter that:

- (a) it is a “qualified investor” within the meaning of the law in that Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive; and
- (b) in the case of any shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the shares acquired by it in the offering have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than “qualified investors” (as defined in the Prospectus Directive), or in circumstances in which the prior consent of the representative has been given to the offer or resale; or (ii) where shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those shares to it is not treated under the Prospectus Directive as having been made to such persons.

Notice to Prospective Investors in Switzerland

The Prospectus does not constitute an issue prospectus pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations (“CO”) and the shares will not be listed on the SIX Swiss Exchange. Therefore, the Prospectus may not comply with the disclosure standards of the CO and/or the listing rules (including any prospectus schemes) of the SIX Swiss Exchange. Accordingly, the shares may not be offered to the public in or from Switzerland, but only to a selected and limited circle of investors, which do not subscribe to the shares with a view to distribution.

LEGAL MATTERS

Cooley LLP, Palo Alto, California, will pass upon the validity of the shares of common stock offered hereby. The underwriters are being represented by DLA Piper LLP (US), East Palo Alto, California, in connection with this offering.

EXPERTS

The financial statements included in this prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein and elsewhere in the Registration Statement (which report expresses an unqualified opinion on the financial statements and includes an explanatory paragraph referring to going concern uncertainty). Such financial statements have been so included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to this offering of our common stock. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some items of which are contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits and the financial statements and notes filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The exhibits to the registration statement should be referenced for the complete contents of these contracts and documents. A copy of the registration statement and the exhibits filed therewith may be inspected without charge at the public reference room of the SEC, located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. You may obtain information on the operation of the public reference rooms by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet website that contains reports, proxy statements, and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

As a result of this offering, we will become subject to the information and reporting requirements of the Exchange Act and, in accordance with this law, will file periodic and current reports, proxy statements, and other information with the SEC. These periodic and current reports, proxy statements, and other information will be available for inspection and copying at the SEC's public reference facilities and the website of the SEC referred to above. We also maintain a website at www.scynexis.com. After the closing of this offering, you may access our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act with the SEC free of charge at our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not incorporated by reference into this prospectus.

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SCYNEXIS, INC.
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
SCYNEXIS, Inc.
Durham, North Carolina

We have audited the accompanying balance sheets of SCYNEXIS, Inc. (the "Company") as of December 31, 2013 and 2012, and the related statements of operations, changes in convertible preferred stock and stockholders' deficit, and cash flows for each of the two years in the period ended December 31, 2013. 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 the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, 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, such financial statements present fairly, in all material respects, the financial position of SCYNEXIS, Inc., as of December 31, 2013 and 2012, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2013, 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 Note 1 to the financial statements, the Company has experienced recurring losses from operations and negative cash flows. The Company also has negative working capital and a stockholders' deficit at December 31, 2013. These matters raise substantial doubt about the Company's ability to continue as a going concern. Management's plans concerning these matters are also discussed in Note 1 to the financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Deloitte & Touche LLP
Raleigh, North Carolina
February 27, 2014

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SCYNEXIS, INC.
BALANCE SHEETS
(in thousands, except share and per share data)

	<u>December 31,</u>		<u>December</u>
	<u>2013</u>	<u>2012</u>	<u>31,</u> <u>2013</u>
			<u>(Pro forma)</u> <u>(unaudited)</u>
Assets			
Current assets:			
Cash and cash equivalents	\$ 1,402	\$ 2,385	\$ 1,454
Accounts receivable, net of allowance for bad debts	719	1,661	719
Unbilled services	343	757	343
Prepaid expenses and other current assets	489	421	489
Total current assets	<u>2,953</u>	<u>5,224</u>	<u>3,005</u>
Property and equipment, net of accumulated depreciation	5,401	6,284	5,401
Deferred financing costs	2,144	530	2,144
Other assets	114	80	114
Deferred offering costs	1,775	—	1,775
Total assets	<u>\$ 12,387</u>	<u>\$ 12,118</u>	<u>\$ 12,439</u>
Liabilities, convertible preferred stock, and stockholders' deficit			
Current liabilities:			
Accounts payable	\$ 1,932	\$ 1,018	\$ 1,932
Accrued expenses	1,058	811	1,058
Deferred revenue, current portion	487	182	487
Interest payable — related party	—	776	—
Convertible notes — related party, net of discount	—	11,444	—
Current portion of long-term debt	15,000	—	15,000
Total current liabilities	<u>18,477</u>	<u>14,231</u>	<u>18,477</u>
Deferred revenue, net of current portion	1,144	—	1,144
Long-term debt	—	15,000	—
Derivative liability	12,237	683	37
Deferred rent	1,481	1,533	1,481
Total liabilities	<u>33,339</u>	<u>31,447</u>	<u>21,139</u>
Commitments and contingencies (Note 8)			
Series A convertible preferred stock, \$0.001 par value, authorized 31,410 shares; 31,407 shares issued and outstanding as of December 31, 2013 and 2012; 0 shares issued and outstanding pro forma	250	250	—
Series B convertible preferred stock, \$0.001 par value, authorized 711,987 shares; 467,814 shares issued and outstanding as of December 31, 2013 and 2012; 0 shares issued and outstanding pro forma	4,215	4,215	—
Series C convertible preferred stock, \$0.001 par value, authorized 2,967,678 shares; 2,770,633 shares issued and outstanding as of December 31, 2013 and 2012; 0 shares issued and outstanding pro forma	28,121	28,121	—
Series C-1 convertible preferred stock, \$0.001 par value, authorized 3,076,923 shares; 0 shares issued and outstanding as of December 31, 2013 and 2012; 0 shares issued and outstanding pro forma	—	—	—
Series C-2 convertible preferred stock, \$0.001 par value, authorized 2,347,826 shares; 2,347,826 shares issued and outstanding as of December 31, 2013 and 2012; 0 shares issued and outstanding pro forma	13,500	13,500	—
Series D-1 convertible preferred stock, \$0.001 par value, authorized 10,000,000 and 5,000,000 shares at December 31, 2013 and 2012, respectively; 6,054,255 and 0 shares issued and outstanding as of December 31, 2013 and 2012, respectively; 0 shares issued and outstanding pro forma	16,952	—	—
Series D-2 convertible preferred stock, \$0.001 par value, authorized 10,000,000 and 5,000,000 shares at December 31, 2013 and 2012, respectively; 5,742,697 and 0 shares issued and outstanding as of December 31, 2013 and 2012, respectively; 0 shares issued and outstanding pro forma	24,119	—	—
Stockholders' deficit:			
Common stock, \$0.001 par value, authorized 70,000,000 and 54,000,000 shares at December 31, 2013 and 2012, respectively; 6,816,181 and 6,851,149 shares issued and outstanding as of December 31, 2013 and 2012, respectively; 45,956,071 issued and outstanding pro forma	7	7	46
Additional paid-in capital	5,161	17,394	104,531
Accumulated deficit	(113,277)	(82,816)	(113,277)
Total stockholders' deficit	<u>(108,109)</u>	<u>(65,415)</u>	<u>(8,700)</u>
Total liabilities, convertible preferred stock, and stockholders' deficit	<u>\$ 12,387</u>	<u>\$ 12,118</u>	<u>\$ 12,439</u>

The accompanying notes are an integral part of the financial statements.

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SCYNEXIS, INC.
STATEMENTS OF OPERATIONS
(in thousands, except share and per share data)

	Year ended December 31,	
	2013	2012
Revenue — related party	\$ 7,288	\$ 7,424
Revenue	9,569	9,413
Total revenue	16,857	16,837
Cost of revenue	16,305	14,364
Gross profit	552	2,473
Operating expenses:		
Research and development	4,363	8,927
Selling, general and administrative	4,381	4,742
Gain on sale of asset	(988)	(3,412)
Total operating expenses	7,756	10,257
Loss from operations	(7,204)	(7,784)
Other (expense) income:		
Amortization of deferred financing costs and debt discount	(3,485)	(2,918)
Interest expense for beneficial conversion feature	(10,802)	—
Interest expense — related party	(892)	(747)
Interest expense	(192)	(225)
Derivative fair value adjustment	(7,886)	185
Other income	—	12
Total other expense:	(23,257)	(3,693)
Net loss	(30,461)	(11,477)
Deemed dividend for beneficial conversion feature on Series D-2 convertible preferred stock	(4,232)	—
Deemed dividend for antidilution adjustments to convertible preferred stock	(6,402)	—
Accretion of convertible preferred stock	(5,714)	—
Net loss attributable to common stockholders	\$ (46,809)	\$ (11,477)
Net loss per share attributable to common stockholders:		
Basic and diluted	\$ (6.84)	\$ (1.73)
Basic and diluted, pro forma (unaudited)	\$ (0.70)	—
Weighted average common shares outstanding:		
Basic and diluted	6,847,684	6,642,837
Basic and diluted, pro forma (unaudited)	32,258,881	—

The accompanying notes are an integral part of the financial statements.

December 31, 2013,	\$	250	\$	4,215	\$	28,121	\$	—	\$	13,500	\$	16,952	\$	24,119	\$	7	\$	5,161	\$	(113,277)	\$	(108,109)
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The accompanying notes are an integral part of the financial statements.

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SCYNEXIS, INC.
STATEMENTS OF CASH FLOWS
(in thousands)

	Year ended December 31,	
	2013	2012
Cash flows from operating activities:		
Net loss	\$(30,461)	\$ (11,477)
Adjustments to reconcile net loss to net cash used in operating activities:		
Beneficial conversion feature on convertible notes — related party	10,802	—
Gain on sale of asset, net of transaction expenses	(988)	(3,412)
Depreciation	1,329	1,489
Stock-based compensation expense	180	358
Amortization of deferred financing costs and debt discount	3,485	2,918
Allowance for bad debts	(10)	(204)
Change in fair value of derivative liability	7,886	(185)
Changes in deferred rent	(53)	(26)
Changes in operating assets and liabilities:		
Accounts receivable and unbilled services	1,366	(430)
Prepaid expenses, other assets, and deferred costs	(102)	77
Accounts payable and accrued expenses	(82)	(408)
Interest payable — related party	892	747
Deferred revenue	1,449	(43)
Net cash used in operating activities	<u>(4,307)</u>	<u>(10,596)</u>
Cash flows from investing activities:		
Proceeds from sale of asset, net of transaction expenses	988	3,412
Purchases of property and equipment	(431)	(361)
Net cash provided by investing activities	<u>557</u>	<u>3,051</u>
Cash flows from financing activities:		
Proceeds from issuance of convertible notes and related warrants	899	5,947
Proceeds from sale of preferred stock	2,500	—
Preferred stock issuance costs	(95)	—
Payments of deferred offering costs	(542)	—
Proceeds from exercise of stock options	5	7
Net cash provided by financing activities	<u>2,767</u>	<u>5,954</u>
Decrease in cash and cash equivalents	(983)	(1,591)
Cash and cash equivalents, beginning of year	2,385	3,976
Cash and cash equivalents, end of year	<u>\$ 1,402</u>	<u>\$ 2,385</u>
Supplemental cash flow information:		
Cash paid for interest	<u>\$ 197</u>	<u>\$ 236</u>
Noncash financing and investing activities:		
Conversion of convertible notes into preferred stock	<u>\$ 14,016</u>	<u>\$ —</u>
Beneficial conversion feature for antidilution adjustment	<u>\$ 6,402</u>	<u>\$ —</u>
Beneficial conversion feature on sale of preferred stock	<u>\$ 4,232</u>	<u>\$ —</u>
Adjustment of preferred stock to redemption value	<u>\$ 5,714</u>	<u>\$ —</u>
Issuance of warrants allocated to debt discount	<u>\$ 1,168</u>	<u>\$ 328</u>
Deemed contribution of a loan guarantee	<u>\$ 3,930</u>	<u>\$ —</u>
Conversion of preferred shares into common shares	<u>\$ —</u>	<u>\$ 7,400</u>
Issuance of warrants with preferred stock	<u>\$ 2,500</u>	<u>\$ —</u>
Equipment purchase in accounts payable	<u>\$ 15</u>	<u>\$ —</u>
Deferred offering costs included in accounts payable	<u>\$ 1,233</u>	<u>\$ —</u>

The accompanying notes are an integral part of the financial statements.

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1. Description of Business and Basis of Preparation

Organization

SCYNEXIS, Inc. (“SCYNEXIS” or the “Company”) is a Delaware corporation formed on November 4, 1999. SCYNEXIS is a chemistry-focused drug discovery and development company headquartered in Research Triangle Park, North Carolina.

The Company offers its services and partnerships in the drug discovery and development phases, primarily in the form of integrated research teams consisting of medicinal, computational, analytical, and process scientists working on a collaborative basis with its customers on research projects.

Going Concern

The Company has experienced recurring losses from operations and negative cash flows due to its ongoing research and development investment in cyclophilin inhibitor and anti-fungal products. The Company also has negative working capital and a stockholders’ deficit at December 31, 2013. The conditions described above raise 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.

The Company believes it will receive continued support from its existing investors, and it intends to raise additional funds through an initial public equity offering, the proceeds from which would enable the Company to carry on its activities and meet its obligations for at least the next 12 months. If continued support from the Company’s investors is not received or if the planned initial public offering is not successful, the Company will be required to obtain additional sources of financing through a debt or equity offering, or through the sale of assets in order to meet its obligations when they become due. There can be no assurances that the Company would be successful in completing any such offerings or sales of assets.

2. Summary of Significant Accounting Policies

The Company has filed a Registration Statement on Form S-1 with the U.S. Securities and Exchange Commission (the “SEC”) for the proposed initial public offering (“IPO”) of shares of its common stock. The Company believes that the preferred stockholders intend to consent to an automatic conversion of their preferred stock into common stock if the IPO is consummated. In addition, the Company issued certain common stock warrants at a nominal exercise price and these will be exercised automatically upon an IPO. Upon exercise of these warrants, a derivative liability of \$12,200 as of December 31, 2013 would be reclassified to reduce stockholders’ deficit.

The unaudited pro forma net loss per share for the year ended December 31, 2013 assumes the conversion as of January 1, 2013 or the time of issuance, if later, of all outstanding shares of convertible preferred stock and the exercise of all common stock warrants issued with the convertible notes and convertible preferred stock into an aggregate of approximately 39,139,890 million shares of common stock upon the completion of an IPO.

The Company believes that the unaudited pro forma information is material to investors because the conversion of the convertible preferred stock into common stock and the exercise of all common stock warrants issued with the convertible notes and convertible preferred stock are expected to occur upon the

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closing of an IPO and, therefore, the disclosure provides a measure of total liabilities, stockholders' deficit, and net loss per share that is comparable to what will be reported as a public company.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Company to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of 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. Significant estimates include the accounts receivable allowance; valuation of the related-party deemed contribution; the fair value of the Company's common stock used to measure stock-based compensation for options granted to employees and nonemployees and determine the fair value of common stock warrants; the fair value of convertible preferred stock; the fair value of the Company's derivative liability; and the estimated useful lives of property and equipment.

Concentration of Credit Risk

Financial instruments, which potentially expose the Company to concentrations of credit risk, consist principally of cash on deposit with a bank, which exceeds insured limits, and accounts receivable and unbilled services. Ongoing credit evaluations of customer's financial condition are performed by the Company and collateral is not required.

Two customers each represented 16% and one customer represented 14% of accounts receivable and unbilled services at December 31, 2013. Another customer represented 18% of accounts receivable and unbilled services at December 31, 2012. No other customer accounted for 10% or more of accounts receivable and unbilled services.

One customer accounted for more than 10% of the Company's total revenues in the years ended December 31, 2013 and 2012. This customer, which is a related-party (Note 14), accounted for 43% and 44% of the Company's total revenues in 2013 and 2012, respectively.

Cash and Cash Equivalents

The Company considers any highly liquid investments with a remaining maturity of three months or less when purchased to be cash and cash equivalents.

Accounts Receivable and Unbilled Services

Accounts receivable and unbilled services consist of amounts billed and unbilled under the Company's service contracts with its customers. The Company extends credit to customers without requiring collateral. Accounts receivable are stated at net realizable value. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance based on its history of collections and write-offs and the current status of all receivables. The Company does not accrue interest on trade receivables.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is determined on a straight-line basis over the estimated useful lives of the assets, which generally range from three to

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seven years. Leasehold improvements are amortized over the shorter of the useful life of the asset or the term of the related lease. Maintenance and repairs are charged against expense as incurred.

Deferred Financing Costs

Deferred financing costs are transaction costs associated with issuing debt as well as costs related to a deemed contribution for a guarantee from a related party. The Company recognizes these costs in the balance sheet as noncurrent assets. Deferred financing costs are amortized over the life of the related debt.

Other Assets

Other assets consist primarily of the refundable long-term deposit on the leased building facility and the refundable amount held by the Company's employee dental plan insurance provider as required by its agreement.

Deferred Offering Costs

Deferred offering costs are expenses related to the proposed IPO that the Company capitalized. These costs consist of legal, accounting, printing, and filing fees, including fees incurred by the independent registered public accounting firm directly related to the offering. The deferred offering costs will be offset against IPO proceeds upon the effectiveness of the offering. In the event the offering is terminated, deferred offering costs will be expensed. At December 31, 2013 and 2012, the amount capitalized as deferred offering costs was \$1,775 and \$0, respectively.

Impairment of Long-Lived Assets

Long-lived assets to be held and used are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. When such events occur, the Company compares the carrying amounts of the assets to their undiscounted expected future cash flows. If the undiscounted cash flows are insufficient to recover the carrying value, an impairment loss is recorded for the difference between the carrying value and fair value of the asset. To date, no such impairment has occurred.

Revenue Recognition and Deferred Revenue

The Company derives the majority of its revenue from providing contract research and development services under fee for service arrangements. The Company also has entered into collaboration arrangements in exchange for non-refundable upfront payments and consideration as services are performed. These arrangements include multiple elements, such as the sale of licenses and the provision of services. Under these arrangements, the Company also is entitled to receive development milestone payments and royalties in the form of a designated percentage of product sales.

Revenue is recognized when all of the following conditions are met: (i) persuasive evidence of an arrangement exists, (ii) delivery has occurred or services have been rendered, (iii) fees are fixed or determinable, and (iv) collection of fees is reasonably assured.

When entering into an arrangement, the Company first determines whether the arrangement includes multiple deliverables and is subject to accounting guidance in ASC subtopic 605-25, *Multiple-Element Arrangements*. If the Company determines that an arrangement includes multiple elements, it determines whether the arrangement should be divided into separate units of accounting and how the arrangement consideration should be measured and allocated among the separate units of accounting.

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An element qualifies as a separate unit of accounting when the delivered element has standalone value to the customer. The Company's arrangements do not include a general right of return relative to delivered elements. Any delivered elements that do not qualify as separate units of accounting are combined with other undelivered elements within the arrangement as a single unit of accounting. If the arrangement constitutes a single combined unit of accounting, the Company determines the revenue recognition method for the combined unit of accounting and recognizes the revenue over the period from inception through the date the last deliverable within the single unit of accounting is delivered.

The Company's contract research and development services revenue is recognized in the period in which the services are performed. The Company historically has recognized milestone payments received on a straight-line basis over the remaining service period. No milestone payments were received in either period presented in the accompanying statements of operations. In arrangements that include license rights and other non-contingent deliverables, such as participation in a steering committee, these deliverables do not have standalone value because the non-contingent deliverables are dependent on the license rights. That is, the non-contingent deliverables would not have value without the license rights, and only the Company can perform the related services. Upfront license rights and non-contingent deliverables, such as participation in a steering committee, do not have standalone value as they are not sold separately and they cannot be resold. In addition, when non-contingent deliverables are sold with upfront license rights, the license rights do not represent the culmination of a separate earnings process. As such, the Company accounts for the license and the non-contingent deliverables as a single combined unit of accounting. Therefore, license revenue in the form of non-refundable upfront payments is deferred and recognized over the applicable relationship period, which historically has been the estimated period of the Company's substantive performance obligations or the period the rights granted are in effect. The Company recognizes contingent event-based payments under license agreements when the payments are received. The Company recognized an immaterial amount of license revenue from the receipt of upfront payments in the accompanying statement of operations. The Company has not received any royalty payments to date.

The Company will recognize a milestone payment when earned if it is substantive and the Company has no ongoing performance obligations related to the milestone. A milestone payment is considered substantive if it 1) is commensurate with either the Company's performance to achieve the milestone or the enhanced value of the delivered item as a result of a specific outcome resulting from the Company's performance to achieve the milestone; 2) relates solely to past performance; and 3) is reasonable relative to all of the deliverables and payment terms, including other potential milestone consideration, within the arrangement.

Amounts received prior to satisfying all revenue recognition criteria are recorded as deferred revenue in the accompanying balance sheets.

In August 2013, the Company entered into a development, license, and supply agreement with R-Pharm, CJSC ("R-Pharm"), granting it exclusive rights to develop and commercialize an anti-fungal drug (SCY-078) in the field of human health in Russia and certain smaller non-core markets. The Company received an upfront payment of \$1,500, which composes the substantial majority of its deferred revenue balance as of December 31, 2013, and is entitled to receive payments on contingent events, including 1) a development milestone payment of \$3,000 upon the first registration of SCY-078 in any country covered by the agreement; 2) sales-based payments of up to \$15,000 upon R-Pharm's achievement of specified targets

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for cumulative net sales of SCY-078; and 3) percentage royalties of up to the mid-teens on SCY-078 net sales.

The Company deferred the upfront payment received and is recognizing it over the estimated relationship period of 70 months, which includes the product development period and an additional period during which the Company is required to participate in a product development committee. The development milestone payment is considered substantive and will be recognized when R-Pharm achieves certain specified milestones.

The sales-based payments will not be recognized until the Company 1) receives the payments, and 2) has no continuing performance obligations. If the Company has any continuing performance obligations when the sales-based payments are received, those payments will be deferred and recognized over the remaining period of continuing performance obligations. Royalties will be recognized when payment is received.

The Company entered into a licensing agreement with Elanco Animal Health (Elanco) in December 2013. The agreement includes an upfront payment of \$500 and multi-year contract research and development services with fees of \$2,750 annually for the first two years and \$3,000 annually for the second two years, and entitles the Company to 1) development milestone payments of up to \$1,500 for each compound Elanco and the Company decide to develop; 2) a one-time payment of up to \$2,000 for the first regulatory approval of any product in the U.S.; 3) a one-time payment of \$4,000 for the first commercial sale of a product in the U.S. and a one-time payment of \$1,500 for the first commercial sale of a product in the European Union; 4) one-time payments of up to \$15,000 for reaching specified annual sales of a product; and 5) mid-single-digit percentage royalties on net annual sales. The Company will defer the upfront payment, which it received in January 2014, and will recognize the revenue over the research and development period of four years.

Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, based on the Company's principal or, in absence of a principal, most advantageous market for the specific asset or liability.

The Company uses a three-tier fair value hierarchy to classify and disclose all assets and liabilities measured at fair value on a recurring basis, as well as assets and liabilities measured at fair value on a non-recurring basis, in periods subsequent to their initial measurement. The hierarchy requires the Company to use observable inputs when available, and to minimize the use of unobservable inputs when determining fair value. The three tiers are defined as follows:

- Level 1 — Observable inputs that reflect quoted market prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2 — Observable inputs other than quoted prices in active markets that are observable either directly or indirectly in the marketplace for identical or similar assets and liabilities; and
- Level 3 — Unobservable inputs that are supported by little or no market data, which require the Company to develop its own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available in the circumstances.

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Research and Development

Major components of research and development costs include cash compensation, stock-based compensation, preclinical studies, clinical trial and related clinical manufacturing, drug development, materials and supplies, legal, regulatory compliance, and fees paid to consultants and other entities that conduct certain research and development activities on the Company's behalf.

Amortization of Deferred Financing Costs and Debt Discount

Amortization of deferred financing costs and debt discount includes the amortization of debt discount related to the warrants issued with the convertible notes, the amortization of issuance costs related to the convertible notes, and amortization of the deferred financing costs related to a deemed contribution for a guarantee from a related party.

Comprehensive Loss

The Company has no items of comprehensive income or loss other than net loss.

Income Taxes

The Company provides for deferred income taxes under the asset and liability method, whereby deferred income taxes result from temporary differences between the tax bases of assets and liabilities and their reported amounts in the financial statements. Valuation allowances are established when necessary to reduce deferred tax assets to the amount that the Company believes is more likely than not to be realized. The Company recognizes uncertain tax positions when the positions will be more likely than not sustained based solely upon the technical merits of the positions.

Stock-Based Compensation

The Company measures and recognizes compensation expense for all stock-based payment awards made to employees, officers, and directors based on the estimated fair values of the awards as of grant date. The value of the portion of the award that is ultimately expected to vest is recorded as expense over the requisite service periods.

The Company also accounts for equity instruments issued to non-employees using a fair value approach. The Company values equity instruments and stock options granted to employees using the Black-Scholes valuation model. The measurement of non-employee share-based compensation is subject to periodic adjustments as the underlying equity instruments vest and is recognized as an expense over the term of the related financing or the period over which services are received. The Company estimates the fair value of common stock warrants granted to lenders at their intrinsic value, which is the estimated fair value of the common stock less the exercise price for the warrant.

Deferred Rent

The Company recognizes rent expense on a straight-line basis over the non-cancelable term of its operating lease and records the difference between cash rent payments and the recognition of rent expense as a deferred rent liability. The Company also records landlord-funded lease incentives, such as reimbursable leasehold improvements, as a deferred rent liability, which is amortized as a reduction of rent expense over the non-cancelable term of its operating lease.

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Basic and Diluted Net Loss per Share of Common Stock

The Company uses the two-class method to compute net loss per common share because the Company has issued securities, other than common stock, that contractually entitle the holders to participate in dividends and earnings of the Company. The two-class method requires earnings for the period to be allocated between common stock and participating securities based upon their respective rights to receive distributed and undistributed earnings. Holders of each series of the Company's convertible preferred stock are entitled to participate in distributions, when and if declared by the board of directors that are made to common stockholders, and as a result are considered participating securities.

Segment and Geographic Information

Operating segments are defined as components of an enterprise (business activity from which it earns revenue and incurs expenses) about which discrete financial information is available and regularly reviewed by the chief operating decision maker in deciding how to allocate resources and in assessing performance. The Company's chief operating decision maker ("CODM") is the Chief Executive Officer. The CODM reviews consolidated operating results to make decisions about allocating resources and assessing performance for the entire Company. The Company views its operations and manages its business as one operating segment. All assets of the Company were held in the United States for the years ended December 31, 2013 and 2012.

Although all operations are based in the United States, the Company generated a portion of its revenue from customers outside of the United States. Information about the Company's revenue from different geographic regions for the years ended December 31, 2013 and 2012 is presented as follows:

	Year Ended December 31,			
	2013		2012	
United States	\$15,126	90%	\$13,072	78%
Europe	1,626	10%	3,765	22%
Other non-US	105	0%	—	—
Total	<u>\$16,857</u>	<u>100%</u>	<u>\$16,837</u>	<u>100%</u>

All sales, including sales outside of the United States, are denominated in United States dollars.

3. Allowance for Bad Debts

A summary of activity in the allowance for bad debts for the years ended December 31, 2013 and 2012 is as follows:

	Balance at Beginning of Period	Additions Charged to Expense	Deductions	Balance at End of Period
Year ended December 31, 2012	\$ 455	\$ 50	\$ (254)	\$ 251
Year ended December 31, 2013	\$ 251	\$ —	\$ (88)	\$ 163

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4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

	December 31,	
	2013	2012
Prepaid service contract	\$ 86	\$ 129
Prepaid insurance	97	83
Other prepaid expenses	301	201
Other current assets	5	8
	<u>\$ 489</u>	<u>\$ 421</u>

5. Property and Equipment

Property and equipment consists of the following:

	December 31,	
	2013	2012
Equipment	\$ 9,577	\$ 9,665
Furniture and fixtures	378	399
Leasehold improvements	13,115	13,115
Total property and equipment	23,070	23,179
Less accumulated depreciation	<u>(17,669)</u>	<u>(16,895)</u>
Property and equipment — net	<u>\$ 5,401</u>	<u>\$ 6,284</u>

Depreciation expense for the years ended December 31, 2013 and 2012 was \$1,329 and \$1,489, respectively.

6. Debt Obligations

Credit Facility Agreement

In April 2010, the Company entered into a \$15,000 credit facility agreement with HSBC Bank (the “2010 Credit Agreement”). The agreement comprises a \$5,000 term loan and a \$10,000 revolving credit facility. Borrowings under the 2010 Credit Agreement carry interest at a rate of London InterBank Offered Rate plus 0.95% per annum. The weighted-average interest rate was 1.2% and 1.4% for the years ended December 31, 2013 and 2012, respectively. As of December 31, 2013 and 2012, both the \$5,000 term loan and the \$10,000 revolving credit facility were outstanding. The 2010 Credit Agreement required interest-only payments through March 2013. All outstanding borrowings under the agreement were due on March 11, 2013. The 2010 Credit Agreement was guaranteed by a related party that has an investment in the Company. The 2010 Credit Agreement contained no financial covenants.

On March 8, 2013, the Company entered into an agreement to amend the 2010 Credit Agreement with HSBC Bank (the “2013 Credit Agreement”). The 2013 Credit Agreement requires interest-only payments through December 2014. All outstanding borrowings under the agreement are due on December 31, 2014.

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Other significant terms of the 2010 Credit Agreement remained the same. The 2013 Credit Agreement is guaranteed by a related party that has an investment in the Company.

At the inception of the 2010 Credit Agreement, a deemed contribution in relation to the guarantee of the 2010 Credit Agreement was recognized as deferred financing costs and amortized over the life of the loan. The value of the guarantee was determined based on the difference between the loan's stated interest rate and the interest rate that would apply if there had been no guarantee from the related party. The Company determined the value of the 2010 Credit Agreement guarantee to be \$6,338, which was amortized over the original life of the loan. The 2013 Credit Agreement represents a new loan, and the Company determined that the value of the extended guarantee under the 2013 Credit Agreement is \$3,930, which is being amortized over the term of the 2013 Credit Agreement.

Future Debt Maturities

Future debt maturities as of December 31, 2013 are as follows:

2014	<u>\$15,000</u>
Total	<u>\$15,000</u>

Note and Warrant Purchase Agreements

In December 2011, the Company executed a Note and Warrant Purchase Agreement (the "December 2011 Note and Warrant Agreement") to issue convertible notes in an aggregate amount not to exceed \$15,000. In 2011 and 2012, the Company issued convertible notes (the "2011-2012 Notes") with a total principal amount of \$11,444 to related parties that hold investments in the Company. The 2011-2012 Notes included warrants to purchase 530,719 shares of the Company's common stock at \$0.01 per share.

The 2011-2012 Notes were convertible into shares of the Company's stock through different methods, including:

- In the event the Company issues and sells shares of its equity securities to investors on or before June 30, 2012, in an equity financing with total proceeds actually received by the Company of not less than \$25,000, including the conversion of the aggregate principal amount and all unpaid accrued interest outstanding under the convertible notes (a "Qualified Financing"), the outstanding principal balance of the convertible notes shall automatically convert in whole without any further action by the noteholders into such equity securities at a price equal to 85% of the issue price of such equity securities. Equity securities shall mean any series of preferred stock that (i) ranks pari passu or senior to the Company's Series C-2 convertible preferred stock upon any liquidation, dissolution or winding-up of the Company and upon any acquisition or asset transfer and (ii) is convertible into shares of common stock of the Company. This conversion option is no longer available given it expired on June 30, 2012.
- Upon the occurrence of either an acquisition or asset transfer, the entire outstanding principal balance of the convertible notes shall, at the option of the noteholder, either (i) become fully due and payable, provided however that the repayment shall also require prior written consent of the noteholder majority and HSBC Bank, or (ii) convert into whole shares of the Company's Series D-1 convertible preferred stock or Series D-2 convertible preferred stock, as applicable, at a conversion price equal to \$4.3125

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per share subject to proportionate and equitable adjustment upon any stock split, stock dividend, reverse stock split or other similar event.

- Upon closing by the Company of any equity financing that is not a Qualified Financing, the entire principal balance of the convertible notes and all unpaid accrued interest shall, at the sole option of the noteholder, convert in whole into the same class or type of equity securities sold by the Company in connection with such equity financing. The conversion price shall be at a conversion price that is equal to the price paid by the investors participating in such equity financing and shall otherwise be on the same terms and conditions applicable to such investors.
- Upon written consent of the Company and noteholder majority, the aggregate principal balance of the convertible notes and all accrued interest shall be automatically converted into shares of the Company's Series D-1 convertible preferred stock or Series D-2 convertible preferred stock as applicable pursuant to the conversion price detailed above at any time on or after December 31, 2012.

None of the events that trigger conversion of the convertible notes occurred during the year ended December 31, 2012. Total notes payable due as of December 31, 2012 were classified as current and amounted to \$11,444.

In June 2013, the Company executed another Note and Warrant Purchase Agreement (the "June 2013 Note and Warrant Agreement") with certain existing lenders. Under the June 2013 Note and Warrant Agreement, the lenders agreed to loan to the Company up to \$1,500 in exchange for convertible notes (the "June 2013 Notes"). The Company issued June 2013 Notes for an aggregate amount of \$899. In addition, the Company agreed to issue warrants to purchase shares of the Company's common stock upon the request of a majority of the noteholders. The warrants were issued in December 2013, as further described below. The June 2013 Notes were convertible into shares of the Company's stock through the same methods as described above for the 2011-2012 Notes. In addition, the June 2013 Notes include conversion of the entire outstanding principal and interest balance into equity securities upon the closing of any equity financing at the option of the noteholders.

The 2011-2012 Notes and June 2013 Notes bear interest at a rate of 8% per annum and contain no financial covenants. The outstanding principal amount and unpaid accrued interest on the convertible notes issued under the December 2011 Note and Warrant Agreement and the June 2013 Note and Warrant Agreement were due on December 31, 2012 and December 31, 2013, respectively, contingent upon (i) the prior written consent of holders of at least 70% of the outstanding aggregated principal amount of the convertible notes issued under the same agreement, and (ii) the prior written consent of HSBC Bank for so long as any of the principal and interest related to the 2010 Credit Agreement or the 2013 Credit Agreement remained outstanding.

On the date of issuance, the fair value of warrants issued in the year ended December 31, 2012 under the December 2011 Note and Warrant Agreement was \$328. The fair value of these warrants was accounted for as debt discount and amortized to expense over the stated term of the 2011-2012 Notes. The fair value of the obligation to issue warrants in connection with the June 2013 Notes was \$1,168. The fair value of the obligation to issue warrants was \$269 above the face value of the June 2013 Notes and this excess was expensed at issuance. The \$899 remaining amount of the fair value of the obligation to issue warrants was

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accounted for as a debt discount and was amortized to expense over the term of the June 2013 Notes. The amount of the discount related to the 2011-2012 Notes' warrants and the June 2013 Notes' obligation to issue warrants that was amortized to expense for the years ended December 31, 2013 and 2012 was \$1,168 and \$613, respectively.

On December 11, 2013, holders of the June 2013 Notes elected to receive and the Company issued warrants to purchase 1,815,385 shares of the Company's common stock at \$0.01 per share. In addition, the holders elected to convert the June 2013 Notes into shares of Series D-2 convertible preferred stock. Under the election, the outstanding principal and accrued interest balance of \$899 and \$33, respectively, was converted into 665,542 shares of Series D-2 convertible preferred stock at a conversion price of \$1.40 per share. Consistent with the original terms of the June 2013 Notes, the conversion price was adjusted to \$1.40 per share because the Company issued additional equity shares at a price less than the conversion price of the Series D-2 convertible preferred stock in effect at the time the Company issued the June 2013 Notes (Note 9).

Also on December 11, 2013, the holders elected to convert the 2011-2012 Notes into shares of Series D-1 and Series D-2 convertible preferred stock. Under the election, the outstanding principal and accrued interest balance of \$11,444 and \$1,640, respectively, was converted into 6,054,255 shares of Series D-1 convertible preferred stock and 3,291,443 shares of Series D-2 convertible preferred stock at a conversion price of \$1.40 per share. Consistent with the original terms of the 2011-2012 Notes, the conversion price was adjusted to \$1.40 per share because the Company issued additional equity shares at a price less than the conversion price of the Series D-1 and Series D-2 convertible preferred stock in effect at the time the Company issued the 2011-2012 Notes (Note 9).

Because the Company adjusted the original conversion price on the 2011-2012 Notes and the June 2013 Notes from \$4.3125 to \$1.40, the Company recorded additional interest expense of \$10,802 as a result of the beneficial conversion for the antidilution adjustment on the Series D-1 convertible preferred stock and the Series D-2 convertible preferred stock. The intrinsic value of the beneficial conversion feature is calculated by multiplying the incremental number of shares of Series D-1 and Series D-2 convertible preferred stock the investors received (as a result of the Company reducing the conversion price to \$1.40) by the estimated fair value of the Series D-1 and the Series D-2 convertible preferred stock on the commitment date. Because the intrinsic value of the beneficial conversion feature was greater than the proceeds allocated to the 2011-2012 Notes and the June 2013 Notes, the amount recognized for the beneficial conversion feature was limited by the amount of the proceeds allocated to the convertible notes.

7. Accrued Expenses

Accrued expenses consist of the following:

	December 31,	
	2013	2012
Accrued research and development expenses	\$ 102	\$ 440
Interest payable	23	30
Employee withholdings	61	63
Other accrued expenses	872	278
	<u>\$1,058</u>	<u>\$ 811</u>

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8. Commitments and Contingencies

Leases

The Company leases its facilities and certain office equipment under long-term non-cancelable operating leases. The Company's lease for its primary North Carolina facility expires in 2019. The lease agreement includes a renewal option to extend the lease through March 31, 2024.

Rent expense was approximately \$906 and \$1,049 for the years ended December 31, 2013 and 2012, respectively. Future minimum lease payments for all operating leases as of December 31, 2013 are as follows:

2014	\$1,032
2015	1,075
2016	1,104
2017	1,123
2018	1,156
Thereafter	291
Total	<u>\$5,781</u>

Contingencies

A former client alleged that the Company breached its service agreement with the former client and requested that the Company pay \$443 in compensation. On October 9, 2013, the Company agreed to settle the claim for \$195. The settlement was covered by the Company's intellectual property insurance provider and releases the Company from any further claims or demands.

License Arrangement with Potential Future Expenditures

As of December 31, 2013, the Company had a license arrangement with Merck that involves potential future expenditures. Under the terms of the license agreement, Merck is eligible to receive milestone payments from the Company upon initiation of phase 2 and 3 clinical studies, new drug application, and marketing approvals in each of the U.S., major European markets and Japan that could total \$19,000. In addition, Merck is eligible to receive tiered royalties from the Company based on a percentage of worldwide net sales of SCY-078. The aggregate royalties are mid- to high-single digits. The Company has two additional licensing agreements that could require it to make payments of up to \$2,300 upon achievement of certain milestones by the Company.

9. Convertible Preferred Stock

Convertible preferred stock has par value \$0.001 and was issued beginning in 2000. Each issuance is briefly described as follows:

Series A Convertible Preferred Stock ("Series A Preferred")

In 2000, the Company issued 31,407 shares of Series A Preferred at \$7.96 per share to initial employees and consultants of SCYNEXIS.

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Series B Convertible Preferred Stock (“Series B Preferred”)

In 2000, the Company issued 600,999 shares of Series B Preferred at \$9.01 per share in exchange for \$2,200 in equipment, intellectual property, and conversion of existing debt, and \$3,215 in cash, and incurred issuance costs of \$43. Subsequently in 2000, the Company issued an additional 110,988 shares of Series B convertible preferred stock at \$9.01 per share for cash. As part of the issuance of the Series C convertible preferred stock in June 2002, the holders of Series B Preferred agreed to modify the redemption feature of the Series B Preferred to eliminate this feature. As described below, 244,173 shares of Series B Preferred were mandatorily converted into common stock during 2012.

Series C Convertible Preferred Stock (“Series C Preferred”) and Warrants

The Company issued warrants to purchase 100,524 shares of Series C Preferred in conjunction with certain bridge loan financings during 2001 and the subsequent 2002 Series C Preferred financing. The warrants were issued with an exercise price of \$0.01 per share. Two of the investors exercised such warrants during 2003.

In 2002, the Company issued 2,867,154 shares of Series C Preferred for \$24,000 in cash and the conversion of approximately \$4,513 of 4.5% convertible notes and accrued interest, less issuance costs of approximately \$86. As described below, 197,045 shares of Series C Preferred were mandatorily converted into common stock during 2012. In January 2005, the remaining warrants to purchase 23,911 shares of Series C Preferred shares were exercised.

Series C-1 Convertible Preferred Stock (“Series C-1 Preferred”) and Warrants

In August 2004, the Company received cash of \$3,200 for the issuance of 984,615 shares of Series C-1 Preferred. As described below, these Series C-1 Preferred shares were mandatorily converted into common stock during 2012.

In July 2006, the Company issued warrants to purchase 196,923 shares of Series C-1 Preferred in conjunction with a loan financing agreement. The warrants were issued with an exercise price of \$3.25 per share and expire on July 14, 2016. The fair value at the date of grant for these instruments was \$459, which was recorded as a debt discount. The debt discount related to these warrants was fully amortized as of December 31, 2010. The Company determined that the warrants should be recorded as a derivative liability and stated at fair value at each reporting period. The Company recorded other income of \$115 and \$79 for the years ended December 31, 2013 and 2012, respectively, related to the fair value adjustment for these warrants.

Series C-2 Convertible Preferred Stock (“Series C-2 Preferred”)

In March 2008, the Company received cash of \$13,500 for the issuance of 2,347,826 shares of Series C-2 Preferred.

Series D-1 Convertible Preferred Stock (“Series D-1 Preferred”) and Series D-2 Convertible Preferred Stock (“Series D-2 Preferred”)

On December 11, 2013, the Company entered into an agreement to sell 1,785,712 shares of Series D-2 Preferred at \$1.40 per share for an aggregate price of \$2,500 (the “Series D-2 Purchase Agreement”), less issuance costs of \$95. The Series D-2 Purchase Agreement also included warrants to purchase 1,785,712

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shares of the Company's common stock at \$0.01 per share. The fair value of the warrants on the date of issuance was \$4,214, which was recorded as a discount to the Series D-2 Preferred. The fair value of the warrants was \$1,714 above the face amount of the Series D-2 Preferred and this excess was expensed to derivative fair value adjustment at issuance. The Company calculated the fair value of the warrants as the difference between the estimated fair value of the common stock on December 11, 2013 of \$2.37 per share and the exercise price per share of \$0.01 multiplied by the number of shares of common stock issuable upon exercise of the warrants of 1,785,712. The Company determined that the warrants should be classified as a derivative liability and stated at fair value at each reporting period. For the year ended December 31, 2013, other income related to the fair value adjustment of these warrants was insignificant.

The Series D-2 Preferred is convertible into shares of common stock at a conversion price of \$1.40 per share and the fair value of the common stock on December 11, 2013 was \$2.37. A convertible financial instrument includes a beneficial conversion feature if its conversion price is lower than the Company's stock price (i.e., it's in the money) at the commitment date. Therefore, the Company determined that the sale of the Series D-2 Preferred resulted in a beneficial conversion feature with an intrinsic value of \$4,232, which the Company recorded as a reduction to additional paid-in capital upon the sale of the Series D-2 Preferred. The Company calculated the intrinsic value of the beneficial conversion feature as the difference between the estimated fair value of the common stock on December 11, 2013 of \$2.37 per share and the effective conversion price per share of \$0 multiplied by the number of shares of common stock issuable upon exercise of the warrants of 1,785,712.

Concurrent with the sale of the Series D-2 Preferred, the Company modified the terms of the 2011-2012 Notes and the related warrants and the June 2013 Notes and related warrants (Note 6). Under the amendments, the outstanding principal and accrued interest balance was converted into Series D-1 Preferred and Series D-2 Preferred at a conversion price of \$1.40 per share. As a result of the conversions, the Company issued 6,054,255 shares of Series D-1 Preferred and 3,956,985 shares of Series D-2 Preferred.

Authorized, Issued, and Outstanding Preferred Shares

The following table summarizes authorized, issued, and outstanding preferred shares as of December 31, 2013:

	<u>Authorized</u>	<u>Outstanding</u>	<u>Issue Price</u>	<u>Liquidation Preference</u>
Series A Preferred	31,410	31,407	\$ 7.96	\$ 250
Series B Preferred	711,987	467,814	9.01	4,215
Series C Preferred	2,967,678	2,770,633	10.15	28,121
Series C-1 Preferred	3,076,923	—	3.25	—
Series C-2 Preferred	2,347,826	2,347,826	5.75	13,500
Series D-1 Preferred	10,000,000	6,054,255	1.40	16,952
Series D-2 Preferred	10,000,000	5,742,697	1.40	24,119
Total	<u>29,135,824</u>	<u>17,414,632</u>		<u>\$ 87,157</u>

At December 31, 2013, the convertible preferred stock has been adjusted to reflect the liquidation values shown in the table above.

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Preferred Stock Activity

The following table summarizes preferred stock activity for the years ended December 31, 2013 and 2012:

	Series A Convertible Preferred Stock	Series B Convertible Preferred Stock	Series C Convertible Preferred Stock	Shares of Series C-1 Convertible Preferred Stock	Series C-2 Convertible Preferred Stock	Series D-1 Convertible Preferred Stock	Series D-2 Convertible Preferred Stock
Balance, January 1, 2012	31,407	711,987	2,967,678	984,615	2,347,826	—	—
Conversion into common stock	—	(244,173)	(197,045)	(984,615)	—	—	—
Balance, December 31, 2012	31,407	467,814	2,770,633	—	2,347,826	—	—
Issuance of Series D-2 Preferred	—	—	—	—	—	—	1,785,712
Conversion of notes payable	—	—	—	—	—	6,054,255	3,956,985
Balance, December 31, 2013	31,407	467,814	2,770,633	—	2,347,826	6,054,255	5,742,697

Significant terms of the convertible preferred stock are as follows:

Voting rights

Each share has the right to vote equal to the number of shares of common stock into which it is convertible. Additionally, the approval of 65% of the Series B Preferred, Series C Preferred, and Series C-2 Preferred stockholders, voting as separate classes, is required to change any bylaws; issue stock or securities with a preference to Series B Preferred, Series C Preferred, and Series C-2 Preferred; change any rights, preferences and privileges of Series B Preferred, Series C Preferred, and Series C-2 Preferred; or change the number of directors outside a range. Furthermore, the approval of 65% of the Series C Preferred stockholders is required to liquidate, sell, or merge the Company.

Approval of 70% of the Series D-1 Preferred and the Series D-2 Preferred (the "Series D Preferred") stockholders, voting as a separate class, is required to change any bylaws; issue stock or securities with a preference to Series D Preferred; enter into a merger without loss of control by existing shareholders of the Company; or change any rights, preferences and privileges of Series D Preferred.

Dividend rights

Holders of Series D Preferred are entitled to receive 8% of the original issue price per annum as a dividend on a "when and if" declared basis in preference to any dividend paid to other convertible preferred or common stockholders. Such dividends are payable only when, and if, declared by the Board of Directors and are noncumulative.

After payment of the 8% Series D Preferred dividend, holders of all series of convertible preferred stock are entitled to receive dividends declared by the Board of Directors in preference to any dividend paid to common stockholders. Each share of preferred stock is entitled to the same amount as would have been declared or paid thereon had the holder thereof elected to convert the same into shares of common stock.

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Liquidation rights

Holders of Series D-1 Preferred and Series D-2 Preferred have a liquidation preference of two and three times the original issue price plus all declared and unpaid dividends adjusted for events of dilution, respectively. Holders of Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred, and Series C-2 Preferred have liquidation preferences of \$7.96, \$9.01, \$10.15, \$3.25, and \$5.75 per share, plus declared but unpaid dividends adjusted for events of dilution, respectively. Upon occurrence of a liquidation event, Series D-1 Preferred and Series D-2 Preferred participate pari passu; then Series C-2 Preferred, Series C-1 Preferred, and Series C Preferred participate pari passu; then Series B Preferred; then Series A Preferred would receive their liquidation preference; and the remaining assets would be distributed ratably to the preferred and common stockholders on an “as converted” basis.

Conversion rights

Each share of Series A Preferred is convertible into four shares of common stock. Each share of Series B Preferred and Series C Preferred is convertible into 5.7 shares of common stock as of December 31, 2013, subject to adjustment for events of dilution, at the option of the holder at any time after the date of issuance.

Each share of Series C-1 Preferred and Series C-2 Preferred is convertible into 1.5 shares of common stock as of December 31, 2013, subject to adjustment for events of dilution, at the option of the holder at any time after the date of issuance. Each share of Series D-1 Preferred and Series D-2 Preferred is convertible into one share of common stock as of December 31, 2013, subject to adjustment for events of dilution, at the option of the holder at any time after the date of issuance.

Series A Preferred will convert automatically into common stock at the conversion price upon completion of a public offering of the common stock of the Company.

Shares of Series B Preferred will convert automatically into common stock at the conversion price upon completion of a public offering of common stock with aggregate proceeds not less than \$15,000 and at a price per share of not less than \$9.01 (Note 2).

Shares of Series C Preferred, Series C-1 Preferred, and Series C-2 Preferred will convert automatically into common stock at the conversion price upon completion of a public offering of common stock with aggregate proceeds not less than \$30,000 and at a price per share of not less than \$11.00 (Note 2).

Shares of Series D Preferred will convert automatically into common stock at the conversion price upon completion of a public offering of common stock with aggregate proceeds not less than \$30,000 and an IPO pre-money value of at least \$250,000 (Note 2).

The conversion price for Series B Preferred, Series C Preferred, Series C-1 Preferred, Series C-2 Preferred, and Series D Preferred are subject to adjustment if the Company issues additional shares of common stock at a price less than the Series B Preferred, Series C Preferred, Series C-1 Preferred, Series C-2 Preferred, and Series D Preferred conversion prices in effect at the time of the sale.

With the sale of the Series D-2 Preferred on December 11, 2013 at a price of \$1.40 per share, the antidilution provisions associated with the Series B Preferred, the Series C Preferred, the Series C-1 Preferred, and the Series C-2 Preferred were triggered. As of December 11, 2013, the conversion price of the Series B Preferred, the Series C Preferred, the Series C-1 Preferred, and the Series C-2 Preferred were reduced from \$2.2525, \$2.5375, \$3.25, and \$5.75, respectively, to \$1.5829, \$1.7764, \$2.2603, and \$3.8707, respectively.

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The Company recorded a deemed dividend as a reduction to additional paid-in capital of \$6,402 as a result of the beneficial conversion for the antidilution adjustment on the outstanding shares of Series B Preferred, Series C Preferred, and Series C-2 Preferred. The intrinsic value of the beneficial conversion feature is calculated by multiplying the incremental number of shares of the respective convertible preferred stock the investors received (as a result of the Company reducing the original conversion price) by the estimated fair value of the common stock on the issuance date of the respective convertible preferred stock. A deemed dividend for the beneficial conversion feature on the conversion of the 2011-2012 Notes into shares of Series D-1 Preferred was recorded as additional interest expense (Note 6). No shares of Series C-1 Preferred are outstanding and, therefore, no beneficial conversion feature was recognized for the Series C-1 Preferred.

In conjunction with the issuance of the 2011-2012 Notes and related warrants, the Company implemented a special mandatory conversion provision. Under this provision, preferred stockholders that met certain ownership criteria who elected not to purchase their pro rata amount of the convertible note round had their preferred shares converted into common stock in 2012.

Redemption

Upon liquidation, dissolution, or winding up of the Company, the holders of the Series D-2 Preferred receive an amount equal to three times the original issue price plus all declared and unpaid dividends; the holders of the Series D-1 Preferred receive an amount equal to two times the original issue price plus all declared and unpaid dividends; and the holders of the Series C-2 Preferred, Series C-1 Preferred, Series C Preferred, Series B Preferred, and the Series A Preferred receive an amount equal to the original issue price plus all declared and unpaid dividends. In addition, after receiving their liquidation preference, the holders of all series of preferred stock share ratably with holders of common stock on an as-if-converted to common stock basis. An asset transfer or acquisition of the Company is a deemed liquidation event in that holders of all series of preferred stock are treated in the same manner as upon liquidation, dissolution, or winding up of the Company. As a result of the existence of this deemed liquidation feature, the Company determined that all series of preferred stock are redeemable. They are carried at liquidation value at each reporting period and excluded from stockholders' deficit in the accompanying balance sheets.

10. Common Stock

Authorized, Issued, and Outstanding Common Shares

The Company's common stock has a par value of \$0.001 per share and consists of 70,000,000 and 54,000,000 authorized shares at December 31, 2013 and 2012, respectively, and 6,816,181 and 6,851,149 shares issued and outstanding at December 31, 2013 and 2012, respectively. At December 31, 2013, the Company had reserved a total of 43,257,157 of its authorized 70,000,000 shares of common stock for future issuance as follows:

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For conversion of Series A Preferred, Series B Preferred, Series C Preferred, Series C-2 Preferred, Series D-1 Preferred, and Series D-2 Preferred and exercise of warrants to purchase Series C-1 Preferred and subsequent conversion of the shares purchased	34,187,148
Outstanding stock options	2,809,128
Outstanding common stock warrants	5,248,197
For possible future issuance under stock option plan	1,012,684
Total common shares reserved for future issuance	<u>43,257,157</u>

Common Stock Activity

The following table summarizes common stock shares activity for the years ended December 31, 2013 and 2012:

	Shares of Common Stock
Balance, January 1, 2012	4,067,347
Exercise of stock options	6,685
Preferred stock conversion	<u>2,777,117</u>
Balance, December 31, 2012	6,851,149
Exercise of stock options	4,500
Repurchase of common stock	<u>(39,468)</u>
Balance, December 31, 2013	<u>6,816,181</u>

Liquidation Rights

In the event of any liquidation or dissolution of the Company, the holders of the common stock are entitled to share ratably with holders of the series of outstanding preferred stock, on an as-if-converted to common stock basis, in the remaining assets of the Company legally available for distribution after the payment of the full liquidation preference for all series of the outstanding preferred stock.

Dividends and Voting Rights

The holders of the common stock are entitled to receive dividends if and when declared by the Company, but not until all dividends on the preferred stock have been either (i) paid or (ii) declared and the Company has set aside the funds to pay those dividends declared. The holders of the common stock have the right to one vote per share.

Warrants

In 2007, in connection with the procurement of a debt financing agreement used to purchase equipment during that year, the Company issued warrants to purchase 12,308 shares of common stock. The warrants were issued with an exercise price of \$3.25 per share and will expire on September 14, 2014. The fair value at the date of grant for these instruments was insignificant.

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In 2012 and 2011, in connection with the issuance of the 2011-2012 Notes, the Company issued warrants to purchase 530,719 shares of common stock (Note 6). The warrants may be exercised into common stock at the earliest of:

- (i) the date the related convertible notes are converted in accordance with the terms disclosed in Note 6,
- (ii) the date the related convertible notes are repaid or prepaid in full in accordance with the terms disclosed in Note 6, and
- (iii) June 30, 2012.

These warrants will expire on June 30, 2017, and they are exercised automatically upon an IPO. The exercise price of the warrants is \$0.01 per share of common stock and the number of shares of common stock that may be purchased by exercising the warrants is calculated as follows:

- If a related convertible note is converted pursuant to and in accordance with the terms above, then the number of shares of common stock shall be equal to the quotient of (A) the product of (i) 20% multiplied by (ii) the principal amount of the convertible note divided by (B) the applicable per share conversion price at which the related convertible note is so converted; or
- If a related convertible note is repaid or prepaid in full prior to the conversion thereof pursuant to and in accordance with the terms above, then the number of shares of common stock shall be equal to the quotient of (A) the product of (i) 20% multiplied by (ii) the principal amount of the convertible note divided by (B) \$4.3125 (subject to proportionate adjustment upon any adjustment to the Series D-1 Preferred or Series D-2 Preferred conversion price); or
- If a warrant is first exercised at any time after June 30, 2012, and such first exercise of the warrant occurs prior to the conversion, repayment or prepayment of the related convertible note pursuant to and in accordance with the terms above, then the number of shares of common stock shall be equal to the quotient of (A) the product of (i) 20% multiplied by (ii) the principal amount of the convertible note divided by (B) \$4.3125 (subject to proportionate adjustment upon any adjustment to the Series D-1 Preferred or Series D-2 Preferred conversion price).

On December 11, 2013, holders of the June 2013 Notes, under the June 2013 Note and Warrant Agreement, requested to receive warrants to purchase shares of the Company's common stock. As a result of this request, the Company issued warrants to purchase 1,815,385 shares of the Company's common stock to the holders of the June 2013 Notes at an exercise price of \$0.01 per share. These warrants are exercisable from date of issuance until June 28, 2018, and they are exercised automatically upon an IPO.

On December 11, 2013, in connection to the Series D-2 Purchase Agreement (Note 9), the Company issued warrants to purchase 1,785,712 shares of the Company's common stock at an exercise price of \$0.01 per share. These warrants are exercisable from date of issuance until December 11, 2018. In addition, as a result of the conversion of the principal and interest outstanding on the 2011-2012 Notes into Series D-1 Preferred and Series D-2 Preferred (Note 6), in accordance with the amended terms of the agreement, the number of common shares underlying the warrants issued in connection with the 2011-2012 Notes was increased by 1,104,073 to a total of 1,634,792.

There were no warrants exercised for the years ended December 31, 2013 and 2012.

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These warrants meet the definition of a derivative financial instrument and are accounted for as derivatives. The combined fair values of the common stock warrant derivative liabilities is \$12,200 and \$525 as of December 31, 2013 and 2012, respectively, and are recorded as a long-term derivative liability in the accompanying balance sheets. The Company recorded other expense of \$8,007 and other income of \$106 for the years ended December 31, 2013 and 2012, respectively, related to the fair value adjustment of the long-term derivative liability for common stock warrants.

11. Stock-based Compensation

The Company has a share-based compensation plan. The compensation cost that has been charged against income for this plan for the years ended December 31, 2013 and 2012 was \$180 and \$358, respectively. The total income tax benefit recognized in the statements of operations for share-based compensation arrangements was \$0 for 2013 and 2012. Cash received or receivable from options exercised was \$5 and \$7 for the years ended December 31, 2013 and 2012, respectively.

Under the Company's stock option plan, the Company may grant options to purchase up to approximately 4,126,000 shares of common stock to employees, directors, and consultants as either incentive stock options or nonqualified stock options. Incentive stock options may be granted with exercise prices not less than 100% to 110% of the fair market value of the common stock. Options granted under the plan generally vest over three to four years and expire in 10 years from the date of grant.

Stock-based compensation expense related to stock options is included in the following line items in the accompanying statements of operations:

	Year Ended December 31,	
	2013	2012
Cost of revenue	\$ 45	\$ 103
Research and development	28	40
Selling, general and administrative	107	215
	<u>\$ 180</u>	<u>\$ 358</u>

The fair value of a stock option is estimated using an option-pricing model that takes into account as of the grant date the exercise price and expected life of the option, the current price of the underlying stock and its expected volatility, expected dividends on the stock, and the risk-free interest rate for the expected term of the option. The Company has used the simplified method in calculating the expected term of all option grants based on the vesting period. Compensation costs related to share-based payment transactions are recognized in the financial statements upon satisfaction of the requisite service or vesting requirements. Forfeitures are estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The Company based its estimated forfeiture rate on historical forfeitures of all stock option grants.

The Company has elected to use the Black-Scholes option-pricing model. The Black-Scholes option-pricing model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable rather than for use in estimating the fair value of stock options subject

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to vesting and transferability restrictions. Using the Black-Scholes option-pricing model, the weighted-average fair value of options granted during 2013 and 2012 was \$1.23 and \$0.68 per option, respectively. The aggregate fair value of options granted during 2013 and 2012 was \$290 and \$277, respectively. The assumptions used to estimate fair value and the resulting grant date fair values are as follows:

	Employees		Nonemployees	
	Year Ended December 31,		Year Ended December 31,	
	2013	2012	2013	2012
Expected dividend yield	—	—	—	—
Expected volatility	65.49%	64.10%	65.49%	64.10%
Risk-free interest rate	1.99 — 2.33%	0.98 — 1.28%	1.40 — 1.66%	0.98 — 1.28%
Expected term (in years)	6.49	6.13 — 6.49	5.00	5.00
Forfeiture rate	5.00%	5.00%	5.00%	5.00%

The activity of the plan for the years ended December 31, 2013 and 2012 is summarized as follows:

	Number of Shares	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Life (in years)	Aggregate Intrinsic Value
Outstanding — January 1, 2012	3,765,866	\$ 1.11	5.05	\$ 1,458
Granted	405,238	1.20		
Exercised	(6,685)	1.02		
Canceled	(1,015,148)	1.09		
Outstanding — December 31, 2012	<u>3,149,271</u>	\$ 1.13	5.02	\$ 213
Exercisable — December 31, 2012	<u>2,574,349</u>	\$ 1.10	4.14	\$ 262
Vested or expected to vest — December 31, 2012	<u>3,120,525</u>	\$ 1.07	4.47	\$ 218
Outstanding — January 1, 2013	3,149,271	\$ 1.13	5.02	\$ 213
Granted	235,218	2.47		
Exercised	(4,500)	1.03		
Canceled	(570,861)	1.02		
Outstanding — December 31, 2013	<u>2,809,128</u>	\$ 1.27	5.23	\$ 3,097
Exercisable — December 31, 2013	<u>2,357,478</u>	\$ 1.14	4.50	\$ 2,898
Vested or expected to vest — December 31, 2013	<u>2,774,447</u>	\$ 1.26	5.18	\$ 3,084

The intrinsic values in the table above represent the total intrinsic value (the difference between the Company's estimated fair value of common stock as of December 31, 2013 and 2012, and the exercise price multiplied by the number of options). The intrinsic value amounts presented above can be positive or

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negative based on the average exercise price being greater or less than the estimated fair value of common stock as of December 31, 2013 and 2012.

Information as of December 31, 2013, concerning currently outstanding and vested options is as follows:

Exercise Price	Outstanding		Exercisable	
	Number of Shares	Weighted-Average Remaining Contractual Life (in years)	Number of Shares	Weighted-Average Remaining Contractual Life (in years)
\$1.00	1,258,554	2.52	1,247,054	2.45
1.20	395,238	8.69	245,954	8.63
1.25	329,050	5.31	329,050	5.31
1.27	291,500	6.53	291,500	6.53
1.50	331,786	7.30	243,920	7.30
2.70	203,000	9.97	—	—
	<u>2,809,128</u>	5.23	<u>2,357,478</u>	4.50

The total fair value of shares vested during the years ended December 31, 2013 and 2012 was \$801 and \$716, respectively.

Unvested shares as of December 31, 2013 and 2012 are as follows:

Exercise Price	As of December 31	
	2013 Number of Unvested Shares	2012 Number of Unvested Shares
\$1.00	11,500	—
1.20	149,285	327,200
1.25	—	1,896
1.27	—	111,250
1.50	87,865	134,575
2.70	203,000	—
	<u>451,650</u>	<u>574,921</u>

As of December 31, 2013 and 2012, there was approximately \$404 and \$316, respectively, of total unrecognized compensation cost related to unvested share-based compensation arrangements granted under the plan. That cost is expected to be recognized over a weighted-average period of 1.8 years for the years ended December 31, 2013 and 2012. The aggregate intrinsic value of the options exercised during the years ended December 31, 2013 and 2012 was \$6 and \$1, respectively.

At December 31, 2013 and 2012, 1,012,684 and 677,041 options, respectively, were available for grant.

SCYNEXIS, INC.
NOTES TO THE FINANCIAL STATEMENTS — (Continued)
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12. Income Taxes

The Company's financial statements include a total tax expense of \$0 on a net loss of \$30,461 and \$11,477 for the years ended December 31, 2013 and 2012, respectively. A reconciliation of the difference between the benefit for income taxes and income taxes at the statutory U.S. federal income tax rate is as follows:

	Year Ended December 31,			
	2013		2012	
	Amount	Percent of Pretax Income	Amount	Percent of Pretax Income
Income taxes at statutory rate	\$(10,356)	34.0%	\$ (3,902)	34.0%
State income taxes	(127)	0.5%	(409)	3.6%
Beneficial conversion feature on convertible notes	3,673	(12.1)%	—	0.0%
Stock warrant derivative liability	2,686	(8.8)%	—	0.0%
Debt discount amortization	392	(1.3)%	—	0.0%
Deemed contribution interest	1,516	(5.0)%	718	(6.3)%
Provision to return adjustments	(184)	0.6%	(388)	3.4%
Stock compensation	57	(0.2)%	102	(0.9)%
Expiration of capital loss carryforward.	1,511	(5.0)%	—	0.0%
Change in statutory state income tax rate	1,000	(3.3)%	—	0.0%
Change in reserve for uncertain tax positions	623	(2.0)%	—	0.0%
Other	3	0.0%	96	(0.8)%
Increase in valuation allowance	(794)	2.6%	3,783	(33.0)%
	<u>\$ —</u>	<u>—</u>	<u>\$ —</u>	<u>—</u>

SCYNEXIS, INC.
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The components of deferred tax assets and liabilities are as follows:

	December 31,	
	2013	2012
Current deferred tax assets (liabilities):		
Accrued expenses	\$ 1,286	\$ 908
Stock-based compensation	241	244
Other	88	126
Accrued professional fees	—	(9)
	<u>1,615</u>	<u>1,269</u>
Noncurrent deferred tax assets (liabilities)		
Net operating loss carryforwards	26,286	25,182
Capital loss carryforwards	—	1,713
Research and development credits	2,373	2,228
Depreciation	1,201	1,156
Deferred financing costs	(800)	—
Derivative liability	—	(79)
	<u>29,060</u>	<u>30,200</u>
Total deferred tax assets	30,675	31,469
Valuation allowance	(30,675)	(31,469)
Net deferred tax asset	<u>\$ —</u>	<u>\$ —</u>

As of December 31, 2013 and 2012, the Company had federal net operating loss (NOL) carryforwards of approximately \$71,757 and \$64,804, respectively, North Carolina net economic loss (NEL) carryforwards of approximately \$75,990 and \$69,204, respectively, and Pennsylvania NOL carryforwards of approximately \$80 and \$80, respectively. The federal NOL, North Carolina NEL, and Pennsylvania NOL carryforwards begin to expire in 2020, 2015, and 2022, respectively. At December 31, 2013, the Company had federal research and development credit carryforwards of \$2,095 and North Carolina credit carryforwards of \$270, which begin to expire in 2020 and 2015, respectively.

At December 31, 2013 and 2012, the Company has concluded that it is more likely than not that the Company will not realize the benefit of its deferred tax assets due to its history of losses. Accordingly, the net deferred tax assets have been fully reserved.

In accordance with Section 382 of the Internal Revenue Code of 1986, as amended, a change in equity ownership of greater than 50% within a three-year period results in an annual limitation on the Company's ability to utilize its NOL carryforwards created during the tax periods prior to the change in ownership. The Company has determined that ownership changes have occurred and as a result, a portion of the Company's NOL carryforwards are limited.

Because the Company has incurred cumulative net operating losses since inception, all tax years remain open to examination by U.S. federal and state income tax authorities.

SCYNEXIS, INC.
NOTES TO THE FINANCIAL STATEMENTS — (Continued)
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The Company adopted FASB Accounting Standards Codification 740-10-25-5, *Income Taxes*, formerly FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes*, as amended, on January 1, 2009. The difference between the tax benefit recognized in the financial statements and the tax benefit claimed in the tax return is referred to as an unrecognized tax benefit.

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits:

	December 31,	
	2013	2012
Unrecognized tax benefit—January 1	\$ —	\$ —
Additions for tax positions of current period	333	—
Additions for tax positions of prior periods	290	—
Other	—	—
Unrecognized tax benefit—December 31	<u>\$ 623</u>	<u>\$ —</u>

None of the unrecognized tax benefits would, if recognized, affect the effective tax rate because the Company has recorded a valuation allowance to fully offset federal and state deferred tax assets. The Company has no tax positions for which it is reasonably possible that the total amount of unrecognized tax benefits will significantly increase or decrease within the coming year. The Company has not provided for interest and penalties associated with uncertain tax positions.

13. Net Loss Per Share Attributable to Common Stockholders

The following table summarizes the computation of basic and diluted net loss per share attributable to common stockholders of the Company (in thousands, except share and per share data):

	Year Ended December 31,	
	2013	2012
Net loss	\$ (30,461)	\$ (11,477)
Deemed dividend for beneficial conversion feature on Series D-2 Preferred	(4,232)	—
Deemed dividend for antidilution adjustments to convertible preferred stock	(6,402)	—
Accretion of convertible preferred stock to redemption value	(5,714)	—
Net loss attributable to common stockholders—basic and diluted	<u>\$ (46,809)</u>	<u>\$ (11,477)</u>
Weighted-average number of common shares—basic and diluted	6,847,684	6,642,837
Net loss per share attributable to common stockholders—basic and diluted	\$ (6.84)	\$ (1.73)

SCYNEXIS, INC.
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Diluted net loss per share is the same as basic net loss per share for all periods presented because the effects of potentially dilutive items were anti-dilutive given the Company's net loss. The following securities, presented on a common stock equivalent basis, have been excluded from the calculation of weighted average common shares outstanding because the effect is anti-dilutive:

	Year Ended December 31,	
	2013	2012
Convertible preferred stock:		
Series A Preferred	125,628	125,628
Series B Preferred	2,662,834	1,908,797
Series C Preferred	15,830,847	11,305,296
Series C-2 Preferred	3,487,740	2,447,159
Series D-1 Preferred	6,054,255	—
Series D-2 Preferred	5,742,697	—
Warrants to purchase Series C-1 Preferred	283,147	200,885
Warrants to purchase common stock	5,248,197	543,027
Stock options	2,809,128	3,149,271
Convertible notes	—	2,833,566

Pro Forma Net Loss Per Share (unaudited)

Under the two-class method, for periods with net income, basic net income per common share is computed by dividing the net income attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period. Net income attributable to common stockholders is computed by subtracting from net income the portion of current year earnings that the participating securities would have been entitled to receive pursuant to their dividend rights had all of the year's earnings been distributed. No such adjustment to earnings is made during periods with a net loss, as the holders of the participating securities have no obligation to fund losses. Diluted net loss per common share is computed under the two-class method by using the weighted average number of shares of common stock outstanding, plus, for periods with net income attributable to common stockholders, the potential dilutive effects of stock options and warrants. In addition, the Company analyzes the potential dilutive effect of the outstanding participating securities under the "if-converted" method when calculating diluted earnings per share, in which it is assumed that the outstanding participating securities convert into common stock at the beginning of the period. The Company reports the more dilutive of the approaches (two-class or "if-converted") as its diluted net income per share during the period. Due to the existence of net losses for the years ended December 31, 2013 and 2012, basic and diluted loss per share were the same, as the effect of potentially dilutive securities would have been anti-dilutive.

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The numerator and denominator used in computing pro forma net loss per share for the year ended December 31, 2013 have been adjusted to assume the conversion of all outstanding shares of convertible preferred stock into common stock and the exercise of common stock warrants issued with the convertible notes and convertible preferred stock as of the beginning of the year or at the time of issuance, if later. The calculation of pro forma net loss per share is as follows:

	Year Ended December 31, 2013
Numerator:	
Historical net loss available to common stockholders	\$ (46,809)(a)
Plus: add back other expense related to fair value adjustment of common stock warrants	8,007(b)
Plus: add back deemed dividend for beneficial conversion feature on Series D-2 Preferred	4,232(c)
Plus: add back deemed dividend for antidilution adjustments to convertible preferred stock	6,402(d)
Plus: add back accretion of convertible preferred stock	5,714(e)
Pro forma numerator for basic and diluted net loss per share	<u>\$ (22,454)</u>
Denominator:	
Historical denominator for basic and diluted net loss per share — weighted-average shares	6,847,684(f)
Plus: conversion of convertible preferred stock to common stock	22,753,457(g)
Plus: exercise of common stock warrants issued with the convertible notes and Series D Preferred	2,657,740(h)
Pro forma denominator for basic and diluted net loss per share	<u>32,258,881</u>
Pro forma basic and diluted net loss per share	<u>\$ (0.70)</u>

- (a) Represents actual net loss attributable to common stockholders as reported in the accompanying statements of operations for the period presented.
- (b) Represents adjustment to remove other expense related to the fair value adjustment of the long-term derivative liability for common stock warrants that are assumed to be exercised as of January 1, 2013 or the date the warrants were committed to be issued, if later.
- (c) Represents adjustment to remove the deemed dividend related to the issuance of Series D-2 Preferred that are assumed to convert into common stock at the time of issuance.
- (d) Represents adjustment to remove deemed dividend related to the beneficial conversion feature on the Series B, Series C, and Series C-2 Preferred.
- (e) Represents adjustment to remove accretion to liquidation value of convertible preferred stock assumed to convert into common stock at the time of issuance.
- (f) Represents actual weighted average common shares outstanding — basic, as reported in the accompanying statements of operations for the period presented.

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- (g) *Assumes the number of common shares that would have been outstanding had all outstanding shares of the Company's convertible preferred stock converted into shares of common stock as of the later of the issuance dates of the convertible preferred stock or the beginning of the period presented, computed on a weighted average basis.*
- (h) *Assumes the number of common shares that would have been outstanding had the outstanding common stock warrants issued with the Company's convertible notes and Series D-2 Preferred been exercised as of the later of the issuance date or the beginning of the period presented.*

14. Related-Party Transactions

The Company had transactions with related parties for the years ended December 31, 2013 and 2012, as follows:

	Year Ended December 31,	
	2013	2012
Revenue	\$ 7,288	\$ 7,424
Travel expense	31	77

Sanofi owns 100% of a subsidiary that is a customer of SCYNEXIS. Both Sanofi and the subsidiary have an investment in the Company. The Company's related-party revenue with the subsidiary comprised 43% and 44% of total revenue as of December 31, 2013 and 2012, respectively.

15. Employee Benefit Plan

The Company has a 401(k) retirement plan, which covers all U.S. employees scheduled for and working more than 20 hours per week. The Company may provide a discretionary match with a maximum amount of 50% of the first 6% of eligible participant's compensation, which vests ratably over four years. Contributions under the plan during 2013 and 2012 were approximately \$239 and \$250, respectively.

16. Gain on Sale of Asset

On May 17, 2012, the Company sold the rights to its HEOS software to a third party for consideration of \$4,500. The Company received \$3,500 on May 17, 2012 and recorded a gain on sale of asset of \$3,412 within total operating expenses, net of transaction expenses. The remaining balance of \$1,000 was held in escrow by the buyer until certain conditions were met.

On May 17, 2013, the Company met all the contractual conditions and collected the \$1,000 held in escrow. The Company recognized \$988, which is net of transaction expenses, as a gain on sale of asset within total operating expenses.

17. Fair Value Measurements

The carrying amounts of certain financial instruments, including cash and cash equivalents, accounts receivable, unbilled services, prepaid expenses and other current assets, accounts payable, and accrued expenses approximate their respective fair values due to the short-term nature of such instruments.

As of December 31, 2013, the Company estimated that the fair value of its obligation under the 2013 Credit Agreement was \$13,023. As of December 31, 2012, the Company estimated that the fair value of its

SCYNEXIS, INC.
NOTES TO THE FINANCIAL STATEMENTS — (Continued)
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obligation under the 2010 Credit Agreement was \$14,485. As of December 31, 2012, the carrying value of the Company's obligations under the December 2011 Note and Warrant Purchase Agreement approximated fair value because the 2011-2012 Notes were callable on that date. The fair value of debt falls within Level 3 of the fair value hierarchy as it is significantly driven by the creditworthiness of the Company, which is an unobservable input.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The Company evaluates its financial assets and liabilities subject to fair value measurements on a recurring basis to determine the appropriate level in which to classify them for each reporting period. This determination requires significant judgments to be made. The following table summarizes the conclusions reached as of December 31, 2013 and 2012:

	Balance as of December 31, 2013	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivative liability — Series C-1 warrants	\$ 37	\$ —	\$ —	\$ 37
Derivative liability — common stock warrants	\$ 12,200	—	—	\$ 12,200
Total derivative liability	\$ 12,237	\$ —	\$ —	\$ 12,237

	Balance as of December 31, 2012	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Derivative liability — Series C-1 warrants	\$ 158	\$ —	\$ —	\$ 158
Derivative liability — common stock warrants	525	—	—	\$ 525
Total derivative liability	\$ 683	\$ —	\$ —	\$ 683

The Company's derivative liabilities are the only balance sheet amounts that are measured at fair value on a recurring basis. The fair value of these warrant derivatives is based on a valuation of the Company's common stock. In order to determine the fair value of the Company's common stock, the Company used a probability-weighted expected return method, or PWERM. Significant inputs for the PWERM included an estimate of the Company's equity value, a weighted average cost of capital and an estimated probability and timing for each valuation scenario.

SCYNEXIS, INC.
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A reconciliation of the beginning and ending balances for liabilities measured at fair value on a recurring basis using significant unobservable inputs (Level 3) is as follows:

	<u>Year Ended December 31,</u>	
	<u>2013</u>	<u>2012</u>
Beginning balance	\$ 683	\$ 540
Issuance of warrants	5,382	328
Excess of fair value of warrants over proceeds	(1,714)	—
Adjustment to fair value	7,886	(185)
Ending balance	<u>\$ 12,237</u>	<u>\$ 683</u>

18. Subsequent Events

The Company evaluated subsequent events through February 27, 2014, the date on which the December 31, 2013 financial statements were issued. There are no significant events that require disclosure in these financial statements, except as follows:

Stock Option Grants

On January 16, 2014, the Company granted options to purchase 951,393 shares of common stock, with an exercise price per share of \$2.70.

Sale of Stock

On January 31, 2014, the Company sold 388,641 shares of Series D-2 Preferred under the Series D-2 Purchase Agreement at \$1.40 per share for an aggregate price of \$544 to related parties. The sale also included warrants to purchase 388,641 shares of the Company's common stock at \$0.01 per share.

Shares



SCYNEXIS, Inc.

Common Stock

PROSPECTUS

RBC CAPITAL MARKETS

JMP SECURITIES

CANACCORD GENUITY

, 2014

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other expenses of issuance and distribution

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by us in connection with the sale and distribution of our common stock being registered. All amounts are estimates except for the SEC registration fee, the FINRA filing fee, and the listing fee of the NASDAQ Global Market.

SEC registration fee	\$7,728
FINRA filing fee	9,500
NASDAQ Global Market listing fee	*
Legal fees and expenses	*
Accounting fees and expenses	*
Printing and engraving expenses	*
Transfer agent and registrar fees and expenses	*
Blue sky fees and expenses	*
Miscellaneous fees and expenses	*
Total	<u>\$</u> *

* To be completed by amendment.

Item 14. Indemnification of directors and officers

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act of 1933, as amended, or the Securities Act.

Our amended and restated certificate of incorporation that will be in effect upon the closing of this offering provides for indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the Delaware General Corporation Law, and our amended and restated bylaws that will be in effect upon the closing of this offering provide for indemnification of our directors, officers, employees and other agents to the maximum extent permitted by the Delaware General Corporation Law.

We have entered and expect to continue to enter into agreements to indemnify our directors and executive officers. With certain exceptions, these agreements provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding.

We maintain insurance policies that indemnify our directors and officers against various liabilities arising under the Securities Act and the Exchange Act of 1934, as amended, that might be incurred by any director or officer in his capacity as such.

In an underwriting agreement we enter into in connection with the sale of our common stock being registered hereby, or the Underwriting Agreement, the underwriters will agree to indemnify, under certain circumstances, us, our officers, our directors, and our controlling persons within the meaning of the Securities Act, against certain liabilities.

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Item 15. Recent sales of unregistered securities

The following sets forth information regarding all unregistered securities sold during the last three years:

Preferred Stock Issuances

- On December 11, 2013, we sold 1,785,712 shares of our Series D-2 Preferred Stock and warrants exercisable for 1,785,712 shares of our common stock to five investors for aggregate proceeds of \$2.5 million, which we refer to as our 2013 financing. In addition, we issued 6,054,255 shares of Series D-1 Preferred Stock and 3,956,985 shares of Series D-2 Preferred Stock in connection with the conversion of all outstanding principal and interest on the convertible promissory notes previously issued in our 2011 bridge financing and 2013 bridge financing, described below. In January 2014, pursuant to the terms of our 2013 financing, we sold 388,641 shares of our Series D-2 Preferred Stock and warrants exercisable for 388,641 shares of our common stock to five investors for aggregate proceeds of \$544,100.

Convertible Note and Warrant Issuances

- On December 7, 2011, January 27, 2012 and May 15, 2012, we collectively issued and sold (i) an aggregate principal amount of \$11.4 million of convertible promissory notes and (ii) warrants to purchase an aggregate of 530,719 shares of our common stock with an exercise price of \$0.01 per share for aggregate proceeds of \$5,722, to eleven investors, which we refer to as our 2011 bridge financing. In connection with our 2013 financing, these warrants were adjusted to be exercisable for 1,634,792 shares of our common stock with no additional proceeds to us.
- On June 28, 2013, we issued and sold an aggregate principal amount of \$899,053 convertible promissory notes to six investors, which we refer to as our 2013 bridge financing.
- On December 11, 2013, pursuant to the terms of our 2013 bridge financing, we issued warrants exercisable for 1,815,385 shares our common stock with an exercise price of \$0.01 per share to six investors with no additional proceeds to us.

Option and Common Stock Issuances

- From January 1, 2011 to date, we issued pursuant to our 2009 Stock Option Plan options exercisable for an aggregate of 2,040,249 of our common stock, of which no options to purchase shares of our common stock have been exercised, options to purchase 126,614 shares had been forfeited and options to purchase 1,913,635 shares remained outstanding, at a weighted average exercise price of \$2.15 per share to certain of our officers, employees, directors and consultants.
- From January 1, 2011 to date, we issued an aggregate of 101,085 shares of our common stock to certain of our officers, employees, directors and consultants for an aggregate purchase price of \$36,516 pursuant to the exercise of options issued under our 1999 Stock Option Plan.
- On January 27, 2012, we issued an aggregate of 2,777,117 shares of our common stock to three holders of our preferred stock upon the conversion of such preferred stock into shares of our common stock with no additional proceeds to us.

The sales of the preferred stock, warrant and convertible notes described above were deemed to be exempt from registration under the Securities Act in reliance upon Section 4(2) of the Securities Act (or Regulation D promulgated thereunder). The sales of the options and common stock above were deemed to be exempt from registration under the Securities Act in reliance upon Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or pursuant to benefit plans and contracts relating to compensation as provided under Rule 701. The issuance of shares

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of preferred stock upon conversion of outstanding convertible promissory notes were deemed to be exempt from registration in reliance on Section 3(a)(9) of the Securities Act. We did not pay or give, directly or indirectly, any commission or other remuneration, including underwriting discounts or commissions, in connection with any of the issuances of securities listed above. The recipients of the preferred stock, warrants and convertible notes in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions. All recipients had adequate access, through their employment or other relationship with us or through other access to information provided us, to information about us. The sales of these securities were made without any general solicitation or advertising.

Item 16. Exhibits and financial statement schedules

(a) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Underwriting Agreement.
3.1	Amended and Restated Certificate of Incorporation, as amended and as currently in effect.
3.2	Form of Amended and Restated Certificate of Incorporation to become effective upon closing of this offering.
3.3	Bylaws, as amended and as currently in effect.
3.4	Form of Amended and Restated Bylaws to become effective upon closing of this offering.
5.1*	Opinion of Cooley LLP.
10.1*	Form of Indemnity Agreement between the Registrant and its directors and officers.
10.2	SCYNEXIS, Inc. 1999 Stock Option Plan, as amended, and Forms of Stock Option Grant Notice, Stock Option Agreement and Notice of Stock Option Exercise.
10.3	SCYNEXIS, Inc. 2009 Stock Option Plan, as amended, and Forms of Stock Option Grant Notice, Stock Option Agreement and Notice of Stock Option Exercise.
10.4	SCYNEXIS, Inc. 2014 Equity Incentive Plan and Form of Stock Option Agreement and Form of Stock Option Grant Notice thereunder.
10.5	SCYNEXIS, Inc. 2014 Employee Stock Purchase Plan.
10.6	Non-Employee Director Compensation Policy.
10.7	Amended and Restated Employment Agreement, dated December 7, 2012, between SCYNEXIS, Inc. and Charles F. Osborne, Jr.
10.8	Employment Agreement, dated August 20, 2012, between SCYNEXIS, Inc. and Eileen C. Pruetten.
10.9	Amended and Restated Employment Agreement, dated December 7, 2012, between SCYNEXIS, Inc. and Yves J. Ribeill.
10.10†	Development, License and Supply Agreement, dated August 1, 2013, between SCYNEXIS, Inc. and R-Pharm, CJSC.
10.11†	License Agreement, dated August 7, 2012, as amended, between SCYNEXIS, Inc. and Dechra Ltd.

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<u>Exhibit No.</u>	<u>Description</u>
10.12†	Termination and License Agreement, dated May 24, 2013, between SCYNEXIS, Inc. and Merck Sharp & Dohme Corp.
10.13†	Agreement for the Assignment of Patents and Know How concerning Cyclosporin Derivatives, dated June 10, 2005, between SCYNEXIS, Inc. and C-CHEM AG.
10.14†	Research Services Agreement, dated December 19, 2011 between SCYNEXIS, Inc. and Merial Limited.
10.15†	Exclusive Worldwide License Agreement, dated May 10, 2005, between SCYNEXIS, Inc. and Aventis Pharma S.A.
10.16	Amendment No. 1 to Exclusive Worldwide License Agreement, dated October 26, 2006, between SCYNEXIS, Inc. and Aventis Pharma S.A.
10.17	Letter Agreement, dated April 9, 2010, as amended, between SCYNEXIS, Inc. and HSBC Bank USA, National Association.
10.18	Stand Alone First Demand Guarantee, dated April 9, 2010, as amended, in favor of SCYNEXIS, Inc., by and between Sanofi-Aventis S.A. and HSBC Bank USA, National Association.
10.19	Reimbursement & General Security Agreement, dated April 9, 2010, between SCYNEXIS, Inc. and Sanofi-Aventis S.A.
10.20	Guarantee Extension Agreement, dated March 5, 2013, between SCYNEXIS, Inc. and Sanofi-Aventis S.A.
10.21	Fifth Amended and Restated Investor Rights Agreement, dated December 11, 2013.
10.22	Industrial Building Lease, dated as of July 1, 2007, as amended, between SCYNEXIS, Inc. and Durham Research Tri-Center, LLC.
10.23†	Amended and Restated License, Development and Commercialization Agreement, dated December 23, 2013, between SCYNEXIS, Inc. and Elanco Animal Health.
10.24	Employment Agreement, dated January 2014, between SCYNEXIS, Inc. and Carole A. Sable.
10.25	Offer Letter, dated September 29, 2013, from SCYNEXIS, Inc. to Vivian W. Doelling.
10.26	Board Observation Rights Agreement, dated March 5, 2013, between SCYNEXIS, Inc. and Sanofi-Aventis S.A.
10.27	Form of Lock-up Agreement between the Registrant and its directors and officers.
10.28	Patent Assignment, dated January 28, 2014, between SCYNEXIS, Inc. and Merck Sharpe & Dohme Corp.
10.29	Amended and Restated Employment Agreement, dated December 7, 2012, between SCYNEXIS and Michael C. Garrett.
23.1	Consent of Independent Registered Public Accounting Firm.
23.2*	Consent of Cooley LLP. Reference is made to Exhibit 5.1.
24.1	Power of Attorney (included on the signature page to this registration statement).

* To be filed by amendment.

† Confidential Treatment Requested.

(b) Financial Statement Schedules

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Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Patrick J. Langlois</u> Patrick J. Langlois, Ph.D.	Director	February 24, 2014
<u>/s/ Jean-Yves Nothias</u> Jean-Yves Nothias, Ph.D.	Director	February 24, 2014
<u>/s/ Edward E. Penhoet</u> Edward E. Penhoet, Ph.D.	Director	February 24, 2014

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Underwriting Agreement.
3.1	Amended and Restated Certificate of Incorporation, as amended and as currently in effect.
3.2	Form of Amended and Restated Certificate of Incorporation to become effective upon closing of this offering.
3.3	Bylaws, as amended and as currently in effect.
3.4	Form of Amended and Restated Bylaws to become effective upon closing of this offering.
5.1*	Opinion of Cooley LLP.
10.1*	Form of Indemnity Agreement between the Registrant and its directors and officers.
10.2	SCYNEXIS, Inc. 1999 Stock Option Plan, as amended, and Forms of Stock Option Grant Notice, Stock Option Agreement and Notice of Stock Option Exercise.
10.3	SCYNEXIS, Inc. 2009 Stock Option Plan, as amended, and Forms of Stock Option Grant Notice, Stock Option Agreement and Notice of Stock Option Exercise.
10.4	SCYNEXIS, Inc. 2014 Equity Incentive Plan and Form of Stock Option Agreement and Form of Stock Option Grant Notice thereunder.
10.5	SCYNEXIS, Inc. 2014 Employee Stock Purchase Plan.
10.6	Non-Employee Director Compensation Policy.
10.7	Amended and Restated Employment Agreement, dated December 7, 2012, between SCYNEXIS, Inc. and Charles F. Osborne, Jr.
10.8	Employment Agreement, dated August 20, 2012, between SCYNEXIS, Inc. and Eileen C. Pruette.
10.9	Amended and Restated Employment Agreement, dated December 7, 2012, between SCYNEXIS, Inc. and Yves J. Ribeill.
10.10†	Development, License and Supply Agreement, dated August 1, 2013, between SCYNEXIS, Inc. and R-Pharm, CJSC.
10.11†	License Agreement, dated August 7, 2012, as amended, between SCYNEXIS, Inc. and Dechra Ltd.
10.12†	Termination and License Agreement, dated May 24, 2013, between SCYNEXIS, Inc. and Merck Sharp & Dohme Corp.
10.13†	Agreement for the Assignment of Patents and Know How concerning Cyclosporin Derivatives, dated June 10, 2005, between SCYNEXIS, Inc. and C-CHEM AG.
10.14†	Research Services Agreement, dated December 19, 2011 between SCYNEXIS, Inc. and Merial Limited.
10.15†	Exclusive Worldwide License Agreement, dated May 10, 2005, between SCYNEXIS, Inc. and Aventis Pharma S.A.

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<u>Exhibit No.</u>	<u>Description</u>
10.16	Amendment No. 1 to Exclusive Worldwide License Agreement, dated October 26, 2006, between SCYNEXIS, Inc. and Aventis Pharma S.A.
10.17	Letter Agreement, dated April 9, 2010, as amended, between SCYNEXIS, Inc. and HSBC Bank USA, National Association.
10.18	Stand Alone First Demand Guarantee, dated April 9, 2010, as amended, in favor of SCYNEXIS, Inc., by and between Sanofi-Aventis S.A. and HSBC Bank USA, National Association.
10.19	Reimbursement & General Security Agreement, dated April 9, 2010, as amended, between SCYNEXIS, Inc. and Sanofi-Aventis S.A.
10.20	Guarantee Extension Agreement, dated March 5, 2013, between SCYNEXIS, Inc. and Sanofi-Aventis S.A.
10.21	Fifth Amended and Restated Investor Rights Agreement, dated December 11, 2013.
10.22	Industrial Building Lease, dated as of July 1, 2007, as amended, between SCYNEXIS, Inc. and Durham Research Tri-Center, LLC.
10.23†	Amended and Restated License, Development and Commercialization Agreement, dated December 23, 2013, between SCYNEXIS, Inc. and Elanco Animal Health.
10.24	Employment Agreement, dated January 2014, between SCYNEXIS, Inc. and Carole A. Sable.
10.25	Offer Letter, dated September 29, 2013, from SCYNEXIS, Inc. to Vivian W. Doelling.
10.26	Board Observation Rights Agreement, dated March 5, 2013, between SCYNEXIS, Inc. and Sanofi-Aventis S.A.
10.27	Form of Lock-up Agreement between the Registrant and its directors and officers.
10.28	Patent Assignment, dated January 28, 2014, between SCYNEXIS, Inc. and Merck Sharpe & Dohme Corp.
10.29	Amended and Restated Employment Agreement, dated December 7, 2012, between SCYNEXIS and Michael C. Garrett.
23.1	Consent of Independent Registered Public Accounting Firm.
23.2*	Consent of Cooley LLP. Reference is made to Exhibit 5.1.
24.1	Power of Attorney (included on the signature page to this registration statement).

* To be filed by amendment.

† Confidential Treatment Requested.

[] Shares

SCYNEXIS, Inc.

Common Stock

(\$0.001 Par Value)

EQUITY UNDERWRITING AGREEMENT

[], 2014

RBC Capital Markets, LLC
Canaccord Genuity Inc.
As the Representatives of the
several underwriters named in Schedule I hereto
c/o RBC Capital Markets, LLC
Three World Financial Center
200 Vesey Street
New York, NY 10281-8098

Ladies and Gentlemen:

SCYNEXIS, Inc., a Delaware corporation (the "Issuer"), proposes to sell to the several underwriters (the "Underwriters") named in Schedule I hereto for whom RBC Capital Markets, LLC and Canaccord Genuity Inc. are acting as representatives ("you" or the "Representatives") an aggregate of [] shares of the Issuer's Common Stock, \$0.001 par value (the "Firm Securities"). The respective amounts of the Firm Securities to be so purchased by the several Underwriters are set forth opposite their names in Schedule I hereto. The Issuer also proposes to sell at the Underwriters' option an aggregate of up to [] additional shares of the Issuer's Common Stock (the "Option Securities") solely to cover over-allotments, as set forth below.

As the Representatives, you have advised the Issuer (a) that you are authorized to enter into this underwriting agreement (the "Agreement") on behalf of the several Underwriters, and (b) that the several Underwriters are willing, acting severally and not jointly, to purchase the numbers of Firm Securities set forth opposite their respective names in Schedule I hereto, plus their pro rata portion of the Option Securities, if you elect to exercise the over-allotment option, in whole or in

part for the accounts of the several Underwriters. The Firm Securities and the Option Securities (to the extent the aforementioned option is exercised) are herein collectively called the “Shares.”

The Issuer has prepared a registration statement on Form S-1 (File No. 333-[]) with respect to the Shares pursuant to the Securities Act of 1933, as amended (the “Securities Act”), and the rules and regulations (the “Rules and Regulations”) of the United States Securities and Exchange Commission (the “Commission”) thereunder. As used in this Agreement, “Effective Time” means the date and the time as of which such registration statement, or the most recent post-effective amendment thereto, if any, was declared effective by the Commission; “Effective Date” means the date of the Effective Time; “Preliminary Prospectus” means each prospectus included in such registration statement, or amendments thereof, before it became effective under the Securities Act and any prospectus filed with the Commission by the Issuer with the consent of the Underwriters pursuant to Rule 424(a) of the Rules and Regulations; “Pricing Prospectus” means the Preliminary Prospectus that was included in the Registration Statement immediately prior to the Applicable Time (as defined below); “Prospectus” means the prospectus in the form first used to confirm sales of Shares; “Registration Statement” means such registration statement, as amended at the Effective Time, including all information deemed to be a part of the registration statement as of the Effective Time pursuant to Rule 430A of the Rules and Regulations; “Free Writing Prospectus” means any “free writing prospectus” as defined in Rule 405 under the Securities Act relating to the Shares; and “Issuer Free Writing Prospectus” means any “issuer free writing prospectus” as defined in Rule 433 under the Securities Act relating to the Shares. If the Issuer has filed an abbreviated registration statement to register additional shares of Common Stock pursuant to Rule 462(b) under the Securities Act (the “Rule 462 Registration Statement”), then any reference herein to the term “Registration Statement” shall be deemed to include such Rule 462 Registration Statement. For the purposes of this Agreement, the “Applicable Time” is []:[] []m (Eastern time) on the date of this Agreement.

In consideration of the mutual agreements contained herein and of the interests of the parties in the transactions contemplated hereby, the parties hereto agree as follows:

1. REPRESENTATIONS AND WARRANTIES OF THE ISSUER.

The Issuer represents and warrants to each of the Underwriters as follows:

(a) The Registration Statement has been filed with the Commission under the Securities Act and has been declared effective under the Securities Act. No stop order suspending the effectiveness of such registration statement is in effect, and no proceedings for such purpose are pending before or, to the knowledge of the Issuer, threatened by the Commission. The Commission has not issued any order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus. Copies of such registration statement and each of the amendments thereto have been delivered by the Issuer to you. The Registration Statement complies, and any further amendments or supplements to the Registration Statement will comply, in all material respects with the requirements of the Securities Act and the Rules and Regulations. The Prospectus and the Pricing Prospectus each complies and, as

amended or supplemented, will comply, in all material respects with the requirements of the Securities Act and the Rules and Regulations. As of the Effective Date, the date hereof, the Closing Date (as defined below) and each Option Closing Date (as defined below), if any, the Registration Statement does not and will not, and any further amendments to the Registration Statement will not, when they become effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; as of its date and the date hereof, the Prospectus does not, and as amended or supplemented on the Closing Date and each Option Closing Date, if any, will not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; the Pricing Prospectus, as supplemented by any Issuer Free Writing Prospectuses and other documents listed in Schedule II(a) hereto², taken together with the final pricing information included on the cover page of the Prospectus (collectively, the “Disclosure Package”), and any individual Written Testing-the-Waters Communication (as defined herein) all of which are listed on Schedule III, when considered together with the Disclosure Package, in each case as of the Applicable Time did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; any Issuer Free Writing Prospectus that is listed on Schedule II(b)³ hereto does not conflict with the information contained in the Registration Statement; and any Issuer Free Writing Prospectus listed on Schedule II(b), as supplemented by and taken together with the Disclosure Package as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the representations and warranties set forth in this sentence do not apply to statements or omissions in the Registration Statement, the Prospectus, the Pricing Prospectus, any Issuer Free Writing Prospectus, any individual Written Testing-the-Waters Communication or any such amendment or supplement in reliance upon and in conformity with written information furnished to the Issuer by any Underwriter through RBC Capital Markets, LLC expressly for use therein, such information being listed in Section 13 below.

(b) Each such Issuer Free Writing Prospectus listed in Schedule II(a) or Schedule II(b) complied in all material respects with the Securities Act, and has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby).

(c) This Agreement has been duly authorized, executed and delivered by the Issuer, and constitutes a valid, legal, and binding obligation of the Issuer, enforceable in accordance with its terms, except as rights to indemnity hereunder may be limited by federal or state securities laws and except as such enforceability may be limited by bankruptcy, insolvency, reorganization or

² Schedule II(a) will list any (i) free writing prospectuses necessary to effect compliance with Section 11(a)(2) of the Securities Act and (ii) Reports on Form 8-K necessary to effect compliance with Section 11(a)(2) of the Securities Act which are filed immediately after the Applicable Time but before oral confirmation of sale.

³ Schedule II(b) will list those free writing prospectuses used in connection with the offering but not included on Schedule II(a), such as any electronic road shows.

similar laws affecting the rights of creditors generally, and subject to general principles of equity. The Issuer has full power and authority to enter into this Agreement and to authorize, issue and sell the Shares as contemplated by this Agreement.

(d) The Issuer has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate power and authority to own or lease its properties and conduct its business as described in the Prospectus and the Disclosure Package. The Issuer has no subsidiaries. The Issuer is duly qualified to transact business and is in good standing in all jurisdictions in which the conduct of its business requires such qualification; except where the failure to be so qualified or to be in good standing would not, individually or in the aggregate, (i) have a material adverse effect on the condition (financial or otherwise), properties, assets, liabilities, rights, operations, earnings, business, management or prospects of the Issuer, whether or not arising from transactions in the ordinary course of business, (ii) prevent or materially interfere with consummation of the transactions contemplated hereby or (iii) prevent the Shares from being accepted for listing on, or resulting in delisting of the Shares from the NASDAQ Global Market (the occurrence of any of the foregoing events in clauses (i), (ii) or (iii) being a "Material Adverse Effect").

(e) The outstanding shares of Common Stock of the Issuer have been duly authorized and validly issued and are fully paid and non-assessable; the Shares to be issued and sold by the Issuer have been duly authorized and when issued and paid for as contemplated herein will be validly issued, fully paid and non-assessable; and no preemptive or similar rights exist or are applicable with respect to any of the Shares or the issue and sale thereof. Neither the filing of the Registration Statement nor the offering or sale of the Shares as contemplated by this Agreement gives rise to any rights for or relating to the registration of any shares of Common Stock, other than such rights that have been waived or otherwise satisfied and disclosed in the Registration Statement, the Prospectus or the Disclosure Package.

(f) The information set forth under the caption "Capitalization" in the Prospectus and the Disclosure Package is true and correct in all material respects. All of the Shares conform to the description thereof contained in the Prospectus and the Disclosure Package in all material respects. Immediately after the issuance and sale of the Shares to the Underwriters, no shares of Preferred Stock of the Issuer shall be issued and outstanding and no holder of any shares of capital stock, securities convertible into or exchangeable or exercisable for capital stock or options, warrants or other rights to purchase capital stock or any other securities of the Issuer shall have any existing or future right to acquire any shares of Preferred Stock of the Issuer, except to the extent disclosed in the Registration Statement, the Prospectus and the Disclosure Package. All of the issued and outstanding shares of capital stock of the Issuer have been duly authorized and validly issued, are fully paid and non-assessable, have been issued in compliance in all material respects with all applicable securities laws, and were not issued in violation of any preemptive right, resale right, right of first refusal or similar right.

(g) The financial statements of the Issuer, together with related notes and schedules as set forth in the Registration Statement, the Prospectus and the Disclosure Package,

present fairly in all material respects the financial position and the results of operations and cash flows of the Issuer, at the indicated dates and for the indicated periods. Such financial statements and related schedules have been prepared in accordance with U.S. generally accepted principles of accounting (“GAAP”), consistently applied throughout the periods involved, except as disclosed therein, and all adjustments necessary for a fair presentation of results for such periods have been made. There are no financial statements (historical or pro forma) that are required to be included in the Registration Statement, the Prospectus or the Disclosure Package that are not included as required. The summary financial data included in the Registration Statement, the Prospectus and the Disclosure Package presents fairly in all material respects the information shown therein and such data has been compiled on a basis consistent with the financial statements presented therein and the books and records of the Issuer.

(h) The Issuer maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management’s general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(i) Deloitte & Touche LLP, which has certified certain financial statements of the Issuer and delivered its opinion with respect to the audited financial statements and schedules included in the Registration Statement and the Prospectus, is an independent registered public accounting firm with respect to the Issuer within the meaning of the Securities Act and the Rules and Regulations.

(j) There is no action, suit, claim or proceeding pending or, to the knowledge of the Issuer, threatened against the Issuer before any court or administrative or regulatory agency or otherwise (i) that is required to be described in the Registration Statement, the Prospectus or the Disclosure Package and is not so described or (ii) which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, except as set forth in the Registration Statement, the Prospectus and the Disclosure Package.

(k) No labor problem or dispute with the employees of the Issuer exists or, to the Issuer’s knowledge, is threatened or imminent, and the Issuer is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers, contractors or customers, that might, individually or in the aggregate, have a Material Adverse Effect. To the Issuer’s knowledge, no union organizing activities are currently taking place concerning the employees of the Issuer and, there has been no material violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees, any applicable wage or hour laws or any provision of the Employee Retirement Income Security Act of 1974, as amended, or the rules and regulations promulgated thereunder concerning the employees of the Issuer.

(l) The Issuer has good and marketable title to all of the properties and assets reflected in the financial statements (or as described in the Prospectus and the Disclosure Package) hereinabove described, subject to no lien, mortgage, pledge, charge or encumbrance of any kind except those reflected in such financial statements (or as described in the Prospectus and the Disclosure Package) or which are not material in amount. The Issuer occupies its leased properties under valid and binding leases conforming in all material respects to the description thereof set forth in the Prospectus and the Disclosure Package.

(m) The Issuer has filed, or has properly requested extensions for, all material Federal, State, local, foreign and other tax returns which have been required to be filed by or with respect to it, and has paid all taxes shown on said tax returns and all written assessments received by it to the extent that such taxes have become due and payable, except for any such taxes as are being contested in good faith and for which adequate reserves for accrual have been established in accordance with GAAP. All material amounts of the tax liabilities of the Issuer have been adequately provided for in the financial statements of the Issuer as required in accordance with GAAP, and the Issuer does not know of any actual or proposed additional material tax assessments.

(n) Since the respective dates as of which information is given in the Registration Statement and the Prospectus, as it may be amended or supplemented, except as set forth in the Registration Statement and the Prospectus, or contemplated thereby, there has not been any material adverse change or any development involving a prospective change which has had or is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect, whether or not arising from transactions in the ordinary course of business, and there has not been any material transaction entered into or any material transaction that is probable of being entered into by the Issuer, other than transactions described in the Prospectus and the Disclosure Package. The Issuer has no material contingent obligations or liabilities that are not disclosed in the Issuer's financial statements in the Registration Statement and the Prospectus.

(o) The Issuer is not, nor with the giving of notice or lapse of time or both, will the Issuer be, in violation of or in default under (i) its Certificate of Incorporation ("Charter") or Bylaws or (ii) any agreement, lease, contract, indenture or other instrument or obligation to which it is a party or by which it, or any of its properties, is bound and, in the case of this clause (ii), which default has had or is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect. With respect to those agreements, leases, contracts, indentures or other instruments or obligations under clause (ii) above, which are material to the Issuer, the Issuer has not received or sent notice of termination or intentions to terminate, and no such termination has been threatened to the Issuer's knowledge, except those that, individually or in the aggregate, have not had and are not reasonably likely to have a Material Adverse Effect. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated and the fulfillment of the terms hereof will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, (x) any contract, indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party, (y) the Charter or Bylaws of the Issuer or (z) any order, rule or regulation applicable to the Issuer of any court or of any regulatory body or administrative agency or other governmental body having jurisdiction over the Issuer, except in the case of clauses (x) and

(z) where such conflict, breach or default would not individually or in the aggregate have a Material Adverse Effect.

(p) No approval, consent, order, authorization, designation, declaration or filing by or with any regulatory, administrative or other governmental body is necessary in connection with the execution and delivery by the Issuer of this Agreement and the consummation of the transactions herein contemplated (except such as have been already obtained or made and are in full force and effect, or such additional steps as may be required by the Commission, the Financial Industry Regulatory Authority, Inc. ("FINRA") or the NASDAQ Global Market, or such additional steps as may be necessary to qualify the Shares for public offering by the Underwriters under state securities or Blue Sky laws).

(q) The Issuer has all licenses, certifications, permits, franchises, approvals, clearances, exemptions and other regulatory authorizations ("Permits") from governmental authorities as are necessary to conduct its businesses as currently conducted and to own, lease and operate its properties in the manner described in the Prospectus and the Disclosure Package. There is no claim, proceeding or controversy, pending or, to the knowledge of the Issuer, threatened, involving the status of or sanctions under any of the Permits which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect. The Issuer (and to Issuer's knowledge, after reasonable inquiry, each third party carrying out activities on Issuer's behalf) has fulfilled and performed all of its material obligations with respect to the Permits, and to the Issuer's knowledge, no event has occurred which allows, or after notice or lapse of time would allow, the revocation, termination, modification or other impairment of the rights of the Issuer under such Permits or of any Permit of any third party carrying out activities on Issuer's behalf.

(r) To the Issuer's knowledge, there are no affiliations or associations between any member of FINRA and any of the Issuer's officers, directors or 5% or greater security holders, required to be disclosed in the Registration Statement, except as set forth in the Registration Statement.

(s) Neither the Issuer, nor to the Issuer's knowledge, any of its affiliates, has taken or may take, directly or indirectly, any action designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the shares of Common Stock to facilitate the sale or resale of the Shares. The Issuer acknowledges that the Underwriters may engage in passive market making transactions in the Shares on the NASDAQ Global Market in accordance with Regulation M under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(t) The Issuer is not an "investment company" within the meaning of such term under the Investment Issuer Act of 1940, and the rules and regulations of the Commission thereunder (collectively, the "1940 Act").

(u) The Issuer carries, or is covered by, insurance in such amounts and covering such risks as is adequate in all material respects for the conduct of its business and the value of its properties and as is customary for companies engaged in similar industries. All policies of insurance insuring the Issuer or any of its business, assets, employees, officers and directors are in full force and effect, and the Issuer is in compliance with the terms of such policies in all material respects. There are no material claims by the Issuer under any such policy or instrument as to which an insurance company is denying liability or defending under a reservation of rights clause.

(v) The Issuer and its applicable employee benefit plans are in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder (“ERISA”); no “reportable event” (as defined in ERISA) has occurred with respect to any “pension plan” (as defined in ERISA) for which the Issuer could have any liability; the Issuer has not incurred and does not expect to incur liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any “pension plan” or (ii) Sections 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the “Code”); and each “pension plan” for which the Issuer would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or by failure to act, which could reasonably be expected to cause the loss of such qualification.

(w) Other than as contemplated by this Agreement, the Issuer has not incurred any liability for any finder’s or broker’s fee, or agent’s commission in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

(x) The Issuer does not own, directly or indirectly, any shares of capital stock and does not have any other equity or ownership or proprietary interest in any corporation, partnership, association, trust, limited liability company, joint venture or other similar entity.

(y) There are no statutes, regulations, contracts or other documents (including, without limitation, any stockholders’ agreement, investor rights agreement or voting agreement) that are required to be described in the Registration Statement, the Prospectus or the Disclosure Package or to be filed as exhibits to the Registration Statement that are not described or filed as required. The Issuer has not sent or received any notice indicating the termination of or intention to terminate any of the contracts or agreements referred to or described in the Registration Statement, Prospectus or the Disclosure Package, or filed as an exhibit to the Registration Statement, and no such termination has been threatened by the Issuer or any other party to any such contract or agreement, in each case except to the extent described in the Registration Statement, Prospectus or the Disclosure Package.

(z) The Issuer is not in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the

use, disposal or release of hazardous chemicals, toxic substances or radioactive and biological materials or relating to the protection or restoration of the environment or human exposure to hazardous chemicals, toxic substances or radioactive and biological materials (collectively, "Environmental Laws"). The Issuer does not own or operate any real property contaminated with any substance that is subject to any Environmental Laws, is not liable for any off-site disposal or contamination pursuant to any Environmental Laws, nor is subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and the Issuer is not aware of any pending investigation which might lead to such a claim.

(aa) No payments or inducements have been made or given, directly or indirectly, to any federal or local official or candidate for, any federal or state office in the United States or foreign offices by the Issuer, by any of its officers, directors, employees or agents or, to the knowledge of the Issuer, by any other person in connection with any opportunity, contract, permit, certificate, consent, order, approval, waiver or other authorization relating to the business of the Issuer, except for such payments or inducements as were lawful under applicable laws, rules and regulations. Neither the Issuer, nor, to the knowledge of the Issuer, any director, officer, agent, employee or other person associated with or acting on behalf of the Issuer has not, (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business of the Issuer.

(bb) Except to the extent described in the Prospectus and the Disclosure Package, the Issuer owns, licenses, or otherwise has rights in all United States and foreign patents, trademarks, service marks, tradenames, copyrights, trade secrets and other proprietary rights necessary for the conduct of its business as currently carried on and as proposed to be carried on as described in the Prospectus and the Disclosure Package (collectively and together with any applications or registrations for the foregoing, the "Intellectual Property"). Except as specifically described in the Prospectus and the Disclosure Package, (i) no third parties have obtained or will be able to establish any interest in or rights to any such Intellectual Property from the Issuer, other than licenses granted in the ordinary course; (ii) to the Issuer's knowledge, there is no infringement, misappropriation, or other violation by third parties of any such Intellectual Property; (iii) there is no pending or, to the Issuer's knowledge, threatened action, suit, proceeding or claim by others challenging the Issuer's rights in or to any such Intellectual Property, and the Issuer is unaware of any facts which would form a basis for any such claim; (iv) there is no pending or, to the Issuer's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability, or scope of any such Intellectual Property, and the Issuer is unaware of any facts which would form a basis for any such claim; (v) there is no prior, pending or, to the Issuer's knowledge, threatened action, suit, proceeding or claim by others that the Issuer has infringed, misappropriated or violated, does infringe, misappropriate or otherwise violate, or would upon further development or commercialization of any product, product

candidates, or services described in the Prospectus and the Disclosure Package as under development, infringe, misappropriate or violate, any Intellectual Property of others, and the Issuer is unaware of any facts which would form a basis for any such claim; (vi) to the Issuer's knowledge there is no patent or patent application that contains claims that would interfere with or cover (or may interfere with or cover) the claims of any patent or patent application included in the Issuer Intellectual Property described in the Prospectus or the Disclosure Package or that interferes with the issued or pending claims of any such Intellectual Property; (vii) there is no prior art or public or commercial activity of which the Issuer is aware that may render any patent held by the Issuer invalid or that would preclude the issuance of any patent on any patent application held by the Issuer unpatentable which has not been disclosed to the U.S. Patent and Trademark Office or, if required to be disclosed, to a relevant foreign patent authority, as the case may be; (viii) the Issuer has not committed any act or omitted to undertake any act the effect of such commission or omission would render the Intellectual Property invalid or unenforceable in whole or in part; (ix) to the Issuer's knowledge, the claims of the issued patents included in its Intellectual Property are valid and enforceable and the Issuer is unaware of any facts that would preclude the issuance of a valid and enforceable patent on any pending application included in the Issuer's Intellectual Property; (x) the manufacture, use and sale of the products or product candidates described in the Prospectus and the Disclosure Package as under development by the Issuer fall within the scope of one or more claims of the patents or patent applications included in the Issuer's Intellectual Property; (xi) the Issuer has taken reasonable steps necessary to secure the interest of the Issuer in its Intellectual Property purported to be owned by the Issuer from any employees, consultants, agents or contractors that developed (in whole or in part) such Intellectual Property; (xii) there are no outstanding options, licenses or agreements of any kind relating to the Issuer's Intellectual Property or Intellectual Property of any other person or entity that are required to be described in the Prospectus and the Disclosure Package that are not so described therein; and (xiii) no governmental agency, facilities or resources of a university, college, other educational institution or research center any claim or right in or to any such Issuer's Intellectual Property. To the Issuer's knowledge, none of the technology employed by the Issuer has been obtained or is being used by the Issuer in violation of the rights of any person or third party.

(cc) The conduct of business by the Issuer complies, and at all times has complied, in all material respects with federal, state, local and foreign laws (whether national or regional), statutes, ordinances, rules, regulations, decrees, orders, Permits and other similar items ("Laws") applicable to its business and operations, including, without limitation, (a) the Federal Food, Drug and Cosmetic Act (the "FD&C Act"), (b) the Occupational Safety and Health Act, (c) the Environmental Protection Act, the Toxic Substances Control Act and Laws applicable to hazardous or regulated substances and radioactive or biologic materials (d) the federal Anti-Kickback Statute, (e) the False Claims Act, (f) the Stark law, (g) the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act, (h) the federal False Statements Act, (i) the federal Program Fraud Civil Penalties Act, (j) the Public Health Service Act, (k) licensing and certification Laws covering any aspect of the business or operations of the Issuer, (l) similar federal, state, local and foreign (whether national or regional) Laws and (m) the regulations promulgated pursuant to all such

Laws. The Issuer has not received any written notification asserting, nor has knowledge of, any present or past failure by it to comply with, or violation of, any such Laws.

(dd) Except to the extent disclosed in the Registration Statement, the Prospectus and the Disclosure Package (and to the Issuer's knowledge, after due inquiry, with respect to such trials, studies or tests conducted, monitored, or supervised by third parties), the pre-clinical, clinical, and other studies, tests and research conducted by or on behalf of or sponsored by the Issuer are, and at all times have been, conducted in all material respects in accordance with the FD&C Act and the regulations and guidelines promulgated thereunder, including all U.S. Food and Drug Administration ("FDA") regulations and guidelines governing clinical trials, including good laboratory practice and good clinical practice regulations, as well as other applicable federal, state, local and foreign (whether national or regional) Laws, and consistent with the protocols submitted to the FDA or any other applicable regulatory authority and procedures and controls generally used by qualified experts in the pre-clinical and clinical development of drugs. The descriptions of the results of such trials, studies, tests and research that have been submitted to the FDA or other governmental authority as the basis for a Permit are accurate and complete in all material respects and fairly present the data derived from such trials, studies, tests and research, and the Issuer does not have any knowledge of any other trials, studies, tests or research the results of which are materially inconsistent with or otherwise call into question the results described or referred to in the Registration Statement, the Prospectus and the Disclosure Package. Except to the extent disclosed in the Registration Statement, the Prospectus and the Disclosure Package, no safety concerns have emerged with respect to any clinical or pre-clinical trials, studies, tests or research that are described in the Registration Statement, the Prospectus and the Disclosure Package, or the results of which are referred to in the Registration Statement and the Prospectus, and the Issuer has reported all adverse events and potential safety concerns that are required by Law to be reported to FDA or any other applicable regulatory authority. Except to the extent disclosed in the Registration Statement, the Prospectus and the Disclosure Package, the Issuer has not received any notices or other correspondence from the FDA or any other governmental agency with respect to any clinical or pre-clinical trials, studies, tests or research that are described in the Registration Statement, the Prospectus and the Disclosure Package or the results of which are referred to in the Registration Statement and the Prospectus that require the termination, suspension, delay or modification of such trials, studies, tests or research, otherwise require the Issuer to engage in any remedial activities with respect to such trials, studies, tests or research, or threaten to impose or actually impose any fines or other disciplinary actions.

(ee) All the operations of the Issuer, and, to the best of the Issuer's knowledge, all the manufacturing facilities and operations of the Issuer's suppliers and manufacturers of product candidates and the components thereof that are intended to be used in clinical trials are in compliance in all material respects with applicable FDA and other governmental regulations, including current good manufacturing practice regulations and applicable standards set forth in FDA guidance documents, the FD&C Act and other applicable federal, state, local or foreign (whether national or regional) Laws.

(ff) The information contained in the Registration Statement and the Prospectus that constitutes “forward-looking” information within the meaning of the Securities Act was made by the Issuer on a reasonable basis and reflect the Issuer’s good faith belief and/or estimate of the matters described therein.

(gg) The operations of the Issuer are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the USA Patriot Act, the Bank Secrecy Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”); and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator or non-governmental authority involving the Issuer with respect to the Money Laundering Laws is pending or, to the Issuer’s knowledge, threatened.

(hh) All statistical or market-related data included in the Registration Statement, the Disclosure Package and the Prospectus are based on or derived from sources that the Issuer reasonably and in good faith believes to be reliable and accurate.

(ii) The Issuer is in compliance with all applicable provisions of the Sarbanes–Oxley Act of 2002 (the “Sarbanes–Oxley Act”).

(jj) The Issuer has established and maintains “disclosure controls and procedures” (as defined in Rules 13a–15(e) and 15d–15(e) of the Exchange Act; the Issuer’s “disclosure controls and procedures” are reasonably designed to ensure that all information (both financial and non–financial) required to be disclosed by the Issuer in the reports that it will file or furnish under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and regulations of the Commission, including controls and procedures reasonably designed to ensure that such information is accumulated and communicated to the Issuer’s management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the Chief Executive Officer and Chief Financial Officer of the Issuer required under the Exchange Act with respect to such reports.

(kk) There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Issuer to or for the benefit of any of the officers or directors of the Issuer or any of their respective family members, except as disclosed in the Prospectus and the Disclosure Package. The Issuer has not directly or indirectly extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer of the Issuer.

(ll) The section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operation – Critical Accounting Policies” in the Registration Statement, the Prospectus and the Disclosure Package accurately and fully describes accounting

policies which the Issuer believes are the most important in the portrayal of the financial condition and results of operations of the Issuer and which require management's most difficult, subjective or complex judgments.

(mm) Neither the Issuer nor any of its affiliates has, prior to the date hereof, made any offer or sale of any securities which could be "integrated" for purposes of the Securities Act or the rules and regulations promulgated thereunder with the offer and sale of the Shares pursuant to the Registration Statement. Except as disclosed in the Prospectus and the Disclosure Package, neither the Issuer nor any of its affiliates has sold or issued any security during the six-month period preceding the date of the Prospectus, including but not limited to any sales pursuant to Rule 144A or Regulation D or S under the Securities Act, other than (i) shares of Common Stock issued pursuant to employee benefit plans, qualified stock option plans or the employee compensation plans or pursuant to outstanding options, rights or warrants or (ii) as otherwise described in the Registration Statement, the Prospectus and the Disclosure Package.

(nn) Since the date of the preliminary prospectus included in the Registration Statement confidentially submitted to the Commission on [], 2013 (or, if earlier, the first date on which the Issuer engaged directly or through any person authorized to act on its behalf in any Testing-the-Waters Communication (as defined herein)) through the date hereof, the Issuer has been and is an "emerging growth company," as defined in Section 2(a) of the Securities Act (an "Emerging Growth Company"). "Testing-the-Waters Communication" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Securities Act.

(oo) The Issuer (i) has not alone engaged in any Testing-the-Waters Communication other than Testing-the-Waters Communications with the consent of the Representatives with entities that are qualified institutional buyers within the meaning of Rule 144A under the Securities Act or institutions that are accredited investors within the meaning of Rule 501 under the Securities Act and (ii) has not authorized anyone other than the Representatives to engage in Testing-the-Waters Communications. The Issuer reconfirms that the Representatives have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Issuer has not distributed any Written Testing-the-Waters Communications (as defined herein), other than those listed on Schedule III. "Written Testing-the-Waters Communication" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act.

Any certificate signed by any officer of the Issuer and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Shares contemplated hereby shall be deemed a representation and warranty by the Issuer to each Underwriter and shall be deemed to be a part of this Section 1 and incorporated herein by this reference.

2. PURCHASE, SALE AND DELIVERY OF THE FIRM SECURITIES.

(a) On the basis of the representations, warranties and covenants herein contained, and subject to the conditions herein set forth, the Issuer agrees to sell to the Underwriters and each Underwriter agrees, severally and not jointly, to purchase, at a price of \$[] per share, the number of Firm Securities set forth opposite the name of each Underwriter in Schedule I hereof, subject to adjustments in accordance with Section 9 hereof.

(b) Payment for the Firm Securities to be sold hereunder is to be made in immediately available funds against delivery of Firm Securities to the Representatives for the several accounts of the Underwriters. Such payment and delivery are to be made through the facilities of the Depository Trust Company, New York, New York at 10:00 a.m., New York time, on the third business day after the date of this Agreement or at such other time and date not later than five business days thereafter as you and the Issuer shall agree upon, such time and date being herein referred to as the "Closing Date." As used herein, "business day" means a day on which the New York Stock Exchange is open for trading and on which banks in New York are open for business and are not permitted by law or executive order to be closed.

(c) In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Issuer hereby grants an option to the several Underwriters to purchase the Option Securities solely to cover over-allotments at the price per share as set forth in the first paragraph of this Section. The option granted hereby may be exercised in whole or in part, once or on multiple occasions, by giving written notice (i) at any time before the Closing Date and (ii) only once thereafter within 30 days after the date of this Agreement, by you, as the Representatives of the several Underwriters, to the Issuer setting forth the number of Option Securities as to which the several Underwriters are exercising the option, the names and denominations in which the Option Securities are to be registered and the time and date at which such Option Securities are to be delivered. The time and date at which the Option Securities are to be delivered shall be determined by the Representatives but shall not be earlier than three nor later than 10 full business days after the exercise of such option, nor in any event prior to the Closing Date (such time and date being herein referred to as an "Option Closing Date"). If the date of exercise of the option is three or more days before the Closing Date, the notice of exercise shall set the Closing Date as the Option Closing Date. The number of Option Securities to be purchased by each Underwriter shall be in the same proportion to the total number of Option Securities being purchased as the number of Firm Securities being purchased by such Underwriter bears to the total number of Firm Securities, adjusted by you in such manner as to avoid fractional shares. You, as the Representatives of the several Underwriters, may cancel such option at any time prior to its expiration by giving written notice of such cancellation to the Issuer. To the extent, if any, that the option is exercised, payment for the Option Securities shall be made on an Option Closing Date in immediately available funds through the facilities of the Depository Trust Company in New York, New York drawn to the order of the Issuer.

3. OFFERING BY THE UNDERWRITERS.

It is understood that the several Underwriters are to make a public offering of the Firm Securities as soon as the Representatives deem it advisable to do so. The Firm Securities are to be initially offered to the public at the initial public offering price set forth in the Prospectus. To the extent, if at all, that any Option Securities are purchased pursuant to Section 2 hereof, the Underwriters will offer them to the public on the foregoing terms.

It is further understood that you will act as the Representatives for the Underwriters in the offering and sale of the Shares in accordance with a Master Agreement Among Underwriters entered into by you and the several other Underwriters.

4. COVENANTS.

(a) The Issuer covenants and agrees with the several Underwriters that it will (i) prepare and timely file with the Commission under Rule 424(b) of the Rules and Regulations a Prospectus in a form approved by the Representatives containing information previously omitted at the time of effectiveness of the Registration Statement in reliance on Rule 430A of the Rules and Regulations; (ii) not file any amendment to the Registration Statement or supplement to the Prospectus, any Preliminary Prospectus or any Issuer Free Writing Prospectus of which the Representatives shall not previously have been advised and furnished with a copy or to which the Representatives shall have reasonably objected in writing or which is not in compliance with the Rules and Regulations; and (iii) file on a timely basis all reports and any definitive proxy or information statements required to be filed by the Issuer with the Commission subsequent to the date of the Prospectus and prior to the termination of the offering of the Shares by the Underwriters.

(b) The Issuer has not distributed and without the prior consent of the Representatives, it will not distribute any prospectus or other written offering material (including, without limitation, any offer relating to the Shares that would constitute a Free Writing Prospectus) in connection with the offering and sale of the Shares, other than the materials referred to in Section 1(a). Each Underwriter represents and agrees that it has not made and, without the prior consent of the Issuer and the Representatives, it will not make, any offer relating to the Offered Securities that would constitute an Issuer Free Writing Prospectus. Any such Issuer Free Writing Prospectus the use of which has been consented to by the Issuer and the Representatives is listed on Schedule II(a) or Schedule II(b) hereto. The Issuer has complied and will comply with the requirements of Rule 433 under the Securities Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending. The Issuer represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Securities Act to avoid a requirement to file with the Commission any electronic road show. The Issuer agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which any Issuer Free Writing Prospectus which is then in use would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a

material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances then prevailing, not misleading, the Issuer will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document which will correct such conflict, statement or omission.

(c) The Issuer will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Issuer.

(d) The Issuer will advise the Representatives promptly (i) when the Registration Statement or any post-effective amendment thereto shall have become effective; (ii) of receipt of any comments from the Commission; (iii) of any request of the Commission for amendment of the Registration Statement or for supplement to the Prospectus or for any additional information; and (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the use of the Prospectus or of the institution of any proceedings for that purpose. The Issuer will use its reasonable best efforts to prevent the issuance of any such stop order preventing or suspending the use of the Prospectus and to obtain as soon as possible the lifting thereof, if issued.

(e) The Issuer will cooperate with the Representatives in endeavoring to qualify the Shares for sale under (or obtain exemptions from the application of) the securities laws of such jurisdictions as the Representatives may reasonably have designated in writing and will make such applications, file such documents, and furnish such information as may be reasonably required for that purpose, provided the Issuer shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject. The Issuer will, from time to time, prepare and file such statements, reports, and other documents, as are or may be required to continue such qualifications in effect for so long a period as the Representatives may reasonably request for distribution of the Shares.

(f) The Issuer will deliver to, or upon the order of, the Representatives, from time to time, as many copies of any Preliminary Prospectus and any Issuer Free Writing Prospectuses as the Representatives may reasonably request. The Issuer will deliver to, or upon the order of, the Representatives during the period when delivery of a Prospectus is required under the Securities Act, as many copies of the Prospectus in final form, or as thereafter amended or supplemented, as the Representatives may reasonably request. At the request of the Representatives, the Issuer will deliver to the Representatives at or before the Closing Date, four copies of the signed Registration Statement and all amendments thereto including all exhibits filed therewith, and will deliver to the Representatives such number of copies of the Registration Statement (including such number of copies of the exhibits filed therewith that may reasonably be requested) and of all amendments thereto, as the Representatives may reasonably request.

(g) The Issuer will comply with the Securities Act and the Rules and Regulations, and the Exchange Act, and the rules and regulations of the Commission thereunder, so as to permit the completion of the distribution of the Shares as contemplated in this Agreement and the Prospectus. If the Pricing Prospectus is being used to solicit offers to buy Shares at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur as a result of which, in the judgment of the Issuer or in the reasonable opinion of the Underwriters, it becomes necessary to amend or supplement the Pricing Prospectus in order to make the statements therein (taken together with the Issuer Free Writing Prospectuses and other documents listed in Schedule II(a) hereto), in the light of the circumstances existing at such time, not misleading, or any event shall occur as a result of which, the information in the Pricing Prospectus (taken together with the Issuer Free Writing Prospectuses and other documents listed in Schedule II(a) hereto) conflicts with information contained in the Registration Statement then on file or if it is necessary at any time to amend or supplement the Pricing Prospectus (taken together with the Issuer Free Writing Prospectuses and other documents listed in Schedule II(a) hereto) to comply with any law, the Issuer promptly will prepare and file with the Commission an appropriate amendment to the Registration Statement or supplement to the Pricing Prospectus so that the Pricing Prospectus as so amended or supplemented will not, in the light of the circumstances at such time, be misleading, or so that the Pricing Prospectus will comply with the law. If during the period in which a prospectus is required by law to be delivered by an Underwriter or dealer (or in lieu thereof the notice referred to in Rule 173 under the Securities Act), any event shall occur as a result of which, in the judgment of the Issuer or in the reasonable opinion of the Underwriters, it becomes necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances existing at the time the Prospectus (or in lieu thereof the notice referred to in Rule 173 under the Securities Act) is delivered to a purchaser, not misleading, or, if it is necessary at any time to amend or supplement the Prospectus to comply with any law, the Issuer promptly will prepare and file with the Commission an appropriate amendment to the Registration Statement or supplement to the Prospectus so that the Prospectus as so amended or supplemented will not, in the light of the circumstances when it (or in lieu thereof the notice referred to in Rule 173 under the Securities Act) is so delivered, be misleading, or so that the Prospectus will comply with the law.

(h) If at any time following the distribution of any Written Testing-the-Waters Communication there occurred or occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Issuer will promptly notify the Representatives and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

(i) The Issuer will make generally available to its security holders, as soon as it is practicable to do so, but in any event not later than 15 months after the effective date of the Registration Statement, an earning statement (which need not be audited) in reasonable detail, covering a period of at least 12 consecutive months beginning after the effective date of the

Registration Statement, which earning statement shall satisfy the requirements of Section 11(a) of the Securities Act and Rule 158 of the Rules and Regulations.

(j) Prior to the Closing Date, the Issuer will furnish to the Underwriters, as soon as they have been prepared by or are available to the Issuer, a copy of any unaudited interim financial statements of the Issuer for any period subsequent to the period covered by the most recent financial statements appearing in the Registration Statement and the Prospectus.

(k) Beginning on the date hereof and ending on, and including, the date that is 180 days after the date of the Prospectus (the "Lock-Up Period"), without the prior written consent of the Representatives, the Issuer will not (i) issue, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act and the rules and regulations of the Commission promulgated thereunder, with respect to, any common stock of the Issuer or any other securities of the Issuer that are substantially similar to its common stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (ii) file or cause to become effective a registration statement under the Act relating to the offer and sale of any common stock of the Issuer or any other securities of the Issuer that are substantially similar to its common stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, other than any registration statement on Form S-8 filed to register securities to be offered under any of the Issuer's employee benefit or equity incentive plans disclosed in the Registration Statement; (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of common stock of the Issuer or any other securities of the Issuer that are substantially similar to its common stock, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, whether any such transaction is to be settled by delivery of common stock of the Issuer or any other securities, in cash or otherwise or (iv) publicly announce an intention to effect any transaction specified in clause (i), (ii) or (iii), except, in each case, for (A) the registration of the offer and sale of the Shares as contemplated by this Agreement, (B) issuances of common stock of the Issuer upon the conversion of securities or the exercise of options or warrants disclosed as outstanding in the Registration Statement (excluding the exhibits thereto), Disclosure Package and the Prospectus, or (C) issuances of common stock of the Issuer (including pursuant to restricted stock awards, restricted stock units and upon the exercise of options) and grants of equity-based awards pursuant to any employee stock option plan, employee stock incentive plan, employee stock purchase plan, employee dividend reinvestment plan or any other employee benefit plan of the Issuer described in the Disclosure Package and the Prospectus.

(l) The Issuer will use its reasonable best efforts to list, subject to notice of issuance, the Shares on the NASDAQ Global Market.

(m) The Issuer has caused each officer and director and substantially all holders of shares of Common Stock or any security convertible into or exercisable or exchangeable for

shares of Common Stock or any warrant or other right to acquire shares of Common Stock or any such security of the Issuer to furnish to you, on or prior to the date of this agreement, a letter or letters, in form and substance satisfactory to the Underwriters, pursuant to which each such person shall agree not to offer, sell, sell short or otherwise dispose of any shares of Common Stock of the Issuer or other capital stock of the Issuer, or any other securities convertible, exchangeable or exercisable for Common Shares or derivative of Common Shares owned by such person or request the registration for the offer or sale of any of the foregoing (or as to which such person has the right to direct the disposition of) for a period of 180 days after the date of this Agreement, directly or indirectly, except with the prior written consent of the Representatives (“Lockup Agreements”).

(n) The Issuer shall apply the net proceeds of its sale of the Shares in all material respects as described under the heading “Use of Proceeds” in the Prospectus and the Disclosure Package and shall report with the Commission with respect to the sale of the Shares and the application of the proceeds therefrom as may be required in accordance with Rule 463 under the Securities Act.

5. COSTS AND EXPENSES.

The Issuer will pay all costs, expenses and fees incident to the performance of the obligations of the Issuer under this Agreement, including, without limiting the generality of the foregoing, the following: (i) accounting fees of the Issuer; (ii) the fees and disbursements of counsel for the Issuer; (iii) the cost of preparing and printing and delivering to, or as requested by, the Underwriters copies of the Registration Statement, the Preliminary Prospectuses, the Pricing Prospectus, any Issuer Free Writing Prospectus, the Prospectus, the qualification of the Shares for offering and sale under state or foreign laws and the determination of their eligibility for investment under state or foreign securities or Blue Sky law (including the reasonable legal fees and filing fees and other disbursements of outside counsel for the Underwriters) and the printing and furnishing of copies of any blue sky surveys or legal investment surveys to the Underwriters and to dealers; (iv) the filing fees of the Commission and any stock or transfer taxes and stamp or similar duties payable upon the sale, issuance or delivery of the Shares to the Underwriters and the costs and expenses of qualifying the Shares for inclusion in the book-entry settlement system of the Depository Trust Company; (v) the filing fees and expenses (including reasonable legal fees of outside counsel for the Underwriters and disbursements) incident to securing any required review by FINRA of the terms of the sale of the Shares; (vi) the preparation and filing of the Exchange Act Registration Statement, including any amendments thereto; (vii) the listing fee of the NASDAQ Global Market and any related fees; (viii) the costs and expenses of the Issuer relating to presentations or meetings undertaken in connection with the marketing of the offering and sale of the Shares to prospective investors and the Underwriters’ sales forces, including, without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, and travel, lodging and other expenses incurred by the officers of the Issuer and any such consultants, and (ix) fifty percent (50%) of the cost of any aircraft chartered in connection with the road show (with the Underwriters agreeing to pay for the other fifty percent (50%).

The Issuer shall not, however, be required to pay for any of the Underwriters expenses (other than those related to qualification under FINRA regulation and State securities or Blue Sky laws) except that, if this Agreement shall not be consummated because the conditions in Section 6 hereof are not satisfied, or because this Agreement is terminated by the Representatives pursuant to Section 11 hereof, or by reason of any failure, refusal or inability on the part of the Issuer to perform any undertaking or satisfy any condition of this Agreement or to comply with any of the terms hereof on its part to be performed, unless such failure to satisfy said condition or to comply with said terms be due to the default or omission of any Underwriter, then the Issuer shall reimburse the several Underwriters for reasonable out-of-pocket expenses, including all fees and disbursements of outside counsel, reasonably incurred in connection with investigating, marketing and proposing to market the Shares or in contemplation of performing their obligations hereunder.

6. CONDITIONS OF OBLIGATIONS OF THE UNDERWRITERS.

The several obligations of the Underwriters to purchase the Firm Securities on the Closing Date and the Option Securities, if any, on each Option Closing Date are subject to the accuracy, as of the Closing Date and each Option Closing Date, if any, of the representations and warranties of the Issuer contained herein, and to the performance by the Issuer of its covenants and obligations hereunder and to the following additional conditions:

(a) The Registration Statement and all post-effective amendments thereto shall have become effective and any and all filings required by Rule 424 and Rule 430A of the Rules and Regulations shall have been made, and any request of the Commission for additional information (to be included in the Registration Statement or otherwise) shall have been disclosed to the Representatives and complied with to their reasonable satisfaction. All material required to be filed by the Issuer pursuant to Rule 433(d) under the Securities Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433 under the Securities Act; if the Issuer has elected to rely upon Rule 462(b) under the Securities Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 P.M., Washington, D.C. time, on the date of this Agreement. No stop order suspending the effectiveness of the Registration Statement, as amended from time to time, shall have been issued and no proceedings for that purpose shall have been taken or, to the knowledge of the Issuer, shall be contemplated by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the knowledge of the Issuer, shall be contemplated by the Commission; all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction; and no injunction, restraining order, or order of any nature by a Federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance of the Shares.

(b) The Representatives shall have received on the Closing Date and each Option Closing Date, if any, the opinion of Cooley LLP, counsel for the Issuer, in form and substance satisfactory to the Representatives and DLA Piper LLP, counsel for the Underwriters.

(c) The Representatives shall have received from DLA Piper LLP, counsel for the Underwriters, an opinion dated the Closing Date and the applicable Option Closing Date(s), if any, with respect to the formation of the Issuer, the validity of the Shares and other related matters as the Representatives reasonably may request, and such counsel shall have received such papers and information as they request to enable them to pass upon such matters.

(d) The Representatives shall have received, on each of the dates hereof, the Closing Date and the applicable Option Closing Date(s), if any, a letter dated the date hereof, the Closing Date or the Option Closing Date, if any, in form and substance satisfactory to you, of Deloitte & Touche LLP confirming that they are independent public accountants within the meaning of the Securities Act and the applicable published Rules and Regulations thereunder and stating that in their opinion the financial statements and schedules examined by them and included in the Registration Statement comply in form in all material respects with the applicable accounting requirements of the Securities Act and the related published Rules and Regulations; and containing such other statements and information as is ordinarily included in accountants' "comfort letters" to Underwriters with respect to the financial statements and certain financial and accounting information contained in the Registration Statement and the Prospectus.

(e) The Representatives shall have received on the Closing Date and the applicable Option Closing Date(s), if any, a certificate or certificates of the Issuer's Chief Executive Officer and Chief Financial Officer to the effect that, as of the Closing Date or the applicable Option Closing Date(s), if any, each of them severally represents, on behalf of the Issuer and not in their individual capacities, as follows:

(i) The Registration Statement has become effective under the Securities Act and no stop order suspending the effectiveness of the Registrations Statement has been issued, and no proceedings for such purpose have been taken or are, to his knowledge, contemplated by the Commission;

(ii) The representations and warranties of the Issuer contained in Section 1 hereof are true and correct as of the Closing Date or the applicable Option Closing Date(s), if any;

(iii) All filings required to have been made pursuant to Rules 424 or 430A under the Securities Act have been made;

(iv) They have carefully examined the Registration Statement and the Prospectus and, to their knowledge, as of the effective date of the Registration Statement, the statements contained in the Registration Statement were true and correct, and such Registration Statement and Prospectus did not omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and since the effective date of the Registration Statement, no event has occurred which should have been set forth in a supplement to or an amendment of the Prospectus which has not been so set forth in such supplement or amendment; and

(v) Since the respective dates as of which information is given in the Disclosure Package, (i) there has not been any material adverse change or any development involving a prospective change, which has had or is reasonably likely to have, individually or in the aggregate, a Material Adverse Effect, whether or not arising from transactions in the ordinary course of business; (ii) the Issuer has not sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Disclosure Package, and (iii) there shall not have been any change in the capital stock (other than issuances of capital stock in the ordinary course of business pursuant to the Issuer's employee benefit plans) or long-term debt of the Issuer.

(f) The Issuer shall have furnished to the Representatives such further certificates and documents confirming the representations and warranties, covenants and conditions contained herein and related matters as the Representatives may reasonably have requested.

(g) The Firm Securities and Option Securities, if any, shall have been approved for listing upon notice of issuance on the NASDAQ Global Market.

(h) The Lockup Agreements described in Section 4(m) shall be in full force and effect.

(i) The Representatives shall have received on the Closing Date and the applicable Option Closing Date(s), if any, opinions of Jones Day and Covington & Burling LLP, special counsels for the Issuer with respect to patent and proprietary rights, dated the Closing Date and the applicable Option Closing Date(s), if any, addressed to the Underwriters (and stating that it may be relied upon by DLA Piper LLP, counsel for the Underwriters), in form and substance satisfactory to Representatives and DLA Piper LLP, counsel for the Underwriters.

(j) The Representatives shall have received on the Closing Date and the applicable Option Closing Date(s), if any, opinions of Hogan Lovells US LLP, special counsel for the Issuer with respect to regulatory matters, in form and substance satisfactory to Representatives and DLA Piper LLP, counsel for the Underwriters.

The opinions and certificates mentioned in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are satisfactory to the Representatives and to DLA Piper LLP, counsel for the Underwriters.

If any of the conditions hereinabove provided for in this Section shall not have been fulfilled when and as required by this Agreement to be fulfilled, the obligations of the Underwriters hereunder may be terminated by the Representatives.

In such event, the Issuer and the Underwriters shall not be under any obligation to each other (except to the extent provided in Sections 5 and 8 hereof).

7. CONDITIONS OF THE OBLIGATIONS OF THE ISSUER.

The obligations of the Issuer to sell and deliver the portion of the Shares required to be delivered as and when specified in this Agreement are subject to the conditions that at the Closing Date or the applicable Option Closing Date(s), if any, no stop order suspending the effectiveness of the Registration Statement shall have been issued and in effect or proceedings therefor initiated or threatened.

8. INDEMNIFICATION.

(a) The Issuer agrees:

(i) to indemnify and hold harmless each Underwriter and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act or who are affiliates of any Underwriter within the meaning of Rule 405 under the Securities Act, against any losses, claims, damages or liabilities to which such Underwriter or any such controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in (A) the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus, the Prospectus or any amendment or supplement thereto, (B) any Issuer Free Writing Prospectus or any “issuer information” filed or required to be filed pursuant to Rule 433(d) under the Securities Act, (C) any Written Testing-the-Waters Communication, or (D) any road show as defined in Rule 433(h) under the Securities Act (a “road show”), (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (iii) any alleged act or failure to act by any Underwriter in connection with, or relating in any manner to, the Shares or the offering contemplated hereby, and which is included as part of or referred to in any loss, claim, damage, liability or action arising out of or based upon matters covered by clause (i) or (ii) above (*provided, however*, that the Issuer shall not be liable under this clause (iii) to the extent that it is determined in a final judgment by a court of competent jurisdiction that such loss, claim, damage, liability or action resulted directly from any such acts or failures to act undertaken or omitted to be taken by such Underwriter through its gross negligence or willful misconduct); *provided, however*, that the Issuer will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, Pricing Prospectus, the Prospectus, or such amendment or supplement, or any Issuer Free Writing Prospectus or any “issuer information” filed or required to be filed pursuant to Rule 433(d) under the Securities Act or any Written Testing-the-Waters Communication or any road show in reliance upon and in conformity with written information furnished to the Issuer by or through the Representatives specifically for use in the preparation thereof, such information being listed in Section 13 below.

(ii) to reimburse each Underwriter and each such controlling person upon demand for any legal or other out-of-pocket expenses reasonably incurred by such Underwriter or such controlling person in connection with investigating or defending any such loss, claim, damage or liability, action or proceeding or in responding to a subpoena or governmental inquiry related to the offering of the Shares, whether or not such Underwriter or controlling person is a party to any action or proceeding. In the event that it is finally judicially determined that the Underwriters were not entitled to receive payments for legal and other expenses pursuant to this subparagraph, the Underwriters will promptly return all sums that had been advanced pursuant hereto.

(b) Each Underwriter severally and not jointly will indemnify and hold harmless the Issuer, each of its directors, each of its officers who have signed the Registration Statement and each person, if any, who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any losses, claims, damages or liabilities to which the Issuer or any such director, officer, or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus, the Prospectus or any amendment or supplement thereto, in any Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or road show (ii) the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and will reimburse any legal or other expenses reasonably incurred by the Issuer or any such director, officer, or controlling person in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; *provided, however*, that each Underwriter will be liable in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission has been made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus, the Prospectus or any amendment or supplement thereto, in any Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or road show in reliance upon and in conformity with written information furnished to the Issuer by or through the Representatives specifically for use in the preparation thereof, such information being listed in Section 13 below.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to this Section, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing. No indemnification provided for in Section 8(a) or (b) shall be available to any party who shall fail to give notice as provided in this Subsection if the party to whom notice was not given was unaware of the proceeding to which such notice would have related and was materially prejudiced by the failure to give such notice, but the failure to give such notice shall not relieve the indemnifying party or parties from any liability which it or they may have to the indemnified party for contribution or otherwise than on account of the provisions of Section 8(a) or (b). In case any such proceeding shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the

indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party and shall pay as incurred the reasonable fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel at its own expense. Notwithstanding the foregoing, the indemnifying party shall pay as incurred (or within 30 days of presentation) the reasonable fees and expenses of the outside counsel retained by the indemnified party in the event (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them or (iii) the indemnifying party shall have failed to assume the defense and employ counsel reasonably acceptable to the indemnified party within a reasonable period of time after notice of commencement of the action.

It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local outside counsel) for all such indemnified parties. Such firm shall be designated in writing by you in the case of parties indemnified pursuant to Section 8(a) and by the Issuer in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. In addition, the indemnifying party will not, without the prior written consent of the indemnified party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding of which indemnification may be sought hereunder (whether or not any indemnified party is an actual or potential party to such claim, action or proceeding) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action or proceeding.

(d) If the indemnification provided for in this Section is unavailable to or insufficient to hold harmless an indemnified party under Section 8(a) or (b) above in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Issuer on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, (or actions or proceedings in respect thereof), as well as any other relevant equitable

considerations. The relative benefits received by the Issuer on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Issuer bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Issuer and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Subsection were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Subsection. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to above in this Subsection shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Subsection, (i) no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions applicable to the Shares purchased by such Underwriter and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this Subsection to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) In any proceeding relating to the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus, the Prospectus or any supplement or amendment thereto, any Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or road show each party against whom contribution may be sought under this Section hereby consents to the jurisdiction of any court having jurisdiction over any other contributing party, agrees that process issuing from such court may be served upon him or it by any other contributing party and consents to the service of such process and agrees that any other contributing party may join him or it as an additional defendant in any such proceeding in which such other contributing party is a party.

(f) Any losses, claims, damages, liabilities or expenses for which an indemnified party is entitled to indemnification or contribution under this Section shall be paid by the indemnifying party to the indemnified party as such losses, claims, damages, liabilities or expenses are incurred. The indemnity and contribution agreements contained in this Section and the representations and warranties of the Issuer set forth in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter, the Issuer, its directors or officers or any persons controlling the Issuer, (ii) acceptance of any Shares and payment therefor hereunder, and (iii) any termination of this Agreement. A successor to any Underwriter, or to the Issuer, its

directors or officers, or any person controlling the Issuer, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Section.

9. DEFAULT BY UNDERWRITERS.

If on the Closing Date or the applicable Option Closing Date(s), if any, any Underwriter shall fail to purchase and pay for the portion of the Shares which such Underwriter has agreed to purchase and pay for on such date (otherwise than by reason of any default on the part of the Issuer), you, as the Representatives of the Underwriters, shall use your reasonable efforts to procure within 36 hours thereafter one or more of the other Underwriters, or any others, to purchase from the Issuer such amounts as may be agreed upon and upon the terms set forth herein, the Firm Securities or Option Securities, as the case may be, which the defaulting Underwriter or Underwriters failed to purchase. If during such 36 hours you, as such Representatives, shall not have procured such other Underwriters, or any others, to purchase the Firm Securities or Option Securities, as the case may be, agreed to be purchased by the defaulting Underwriter or Underwriters, then (a) if the aggregate number of shares with respect to which such default shall occur does not exceed 10% of the Firm Securities or Option Securities, as the case may be, covered hereby, the other Underwriters shall be obligated, severally, in proportion to the respective numbers of Firm Securities or Option Securities, as the case may be, which they are obligated to purchase hereunder, to purchase the Firm Securities or Option Securities, as the case may be, which such defaulting Underwriter or Underwriters failed to purchase, or (b) if the aggregate number of shares of Firm Securities or Option Securities, as the case may be, with respect to which such default shall occur exceeds 10% of the Firm Securities or Option Securities, as the case may be, covered hereby, the Issuer or you as the Representatives of the Underwriters will have the right to terminate this Agreement without liability on the part of the non-defaulting Underwriters or of the Issuer except to the extent provided in Section 8 hereof. In the event of a default by any Underwriter or Underwriters, as set forth in this Section, the Closing Date or applicable Option Closing Date(s), if any, may be postponed for such period, not exceeding seven days, as you, as Representatives, may determine in order that the required changes in the Registration Statement or in the Prospectus or in any other documents or arrangements may be effected. The term "Underwriter" includes any person substituted for a defaulting Underwriter. Any action taken under this Section shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

10. NOTICES.

All communications hereunder shall be in writing and, except as otherwise provided herein, will be mailed, delivered, or faxed and confirmed as follows:

if to the Underwriters, to RBC Capital Markets, LLC
Three World Financial Center, 8th Floor
200 Vesey Street,
New York, New York 10281-8098
Attention: Michael Goldberg, Syndicate Director
Fax: (212) 428-6260

if to the Issuer, to SCYNEXIS, Inc.
Post Office Box 12878
Research Triangle Park, North Carolina 27709-2878
Attention: Yves J. Ribeill, Ph.D.
Chief Executive Officer
Fax: (919) 544-8697

11. TERMINATION.

(a) This Agreement may be terminated by you at any time prior to the Closing Date if any of the following has occurred:

(i) since the respective dates as of which information is given in the Registration Statement and the Prospectus, any material adverse change or any development involving a prospective change, which (A) in the absolute discretion of any group of Underwriters (which may include RBC Capital Markets, LLC) that has agreed to purchase in the aggregate at least 50% of the Firm Securities, as long as RBC Capital Markets, LLC does not affirmatively assert that termination should not occur, or (B) in the absolute discretion of RBC Capital Markets, LLC (whether or not the condition of clause (A) is satisfied) has had or is reasonably likely to have a Material Adverse Effect,

(ii) any outbreak, attack, or escalation of hostilities or declaration of war, national emergency, act of terrorism or other national or international calamity or crisis or change in economic, financial or political conditions if the effect of such outbreak, escalation, declaration, emergency, calamity, crisis or change on the financial markets of the United States would, in (A) the absolute discretion of any group of Underwriters (which may include RBC Capital Markets, LLC) that has agreed to purchase in the aggregate at least 50% of the Firm Securities, as long as RBC Capital Markets, LLC does not affirmatively assert that termination should not occur, or (B) in the absolute discretion of RBC Capital Markets, LLC (whether or not the condition of clause (A) is satisfied), make it impracticable or inadvisable to market the Shares or to enforce contracts for the sale of the Shares, or (iii) suspension of trading in securities generally on the New York Stock Exchange or the American Stock Exchange or limitation on prices (other than limitations on hours or numbers of days of trading) for securities on either such Exchange, (iv) the enactment, publication, decree or other promulgation of any statute, regulation, rule or order of any court or other governmental

authority which in your opinion materially and adversely affects or may materially and adversely affect the business or operations of the Issuer, (v) declaration of a banking moratorium by United States or New York State authorities, (vi) any downgrading, or placement on any watch list for possible downgrading, in the rating of the Issuer's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Exchange Act); (vii) the suspension of trading of the Issuer's common stock by the NASDAQ Global Market, the Commission, or any other governmental authority or, (viii) the taking of any action by any governmental body or agency in respect of its monetary or fiscal affairs which in your reasonable opinion has a material adverse effect on the securities markets in the United States; or

(b) as provided in Sections 6 and 10 of this Agreement.

12. SUCCESSORS.

This Agreement has been and is made solely for the benefit of the Issuer and Underwriters and their respective successors, executors, administrators, heirs and assigns, and the officers, directors and controlling persons referred to herein, and no other person will have any right or obligation hereunder. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign merely because of such purchase.

13. INFORMATION PROVIDED BY UNDERWRITERS.

The Issuer and the Underwriters acknowledge and agree that the only information furnished or to be furnished by any Underwriter to the Issuer for inclusion in any Preliminary Prospectus, Prospectus, Issuer Free Writing Prospectus or the Registration Statement consists of the information contained in the [] paragraphs under the caption "Underwriting" in each Preliminary Prospectus and the Prospectus.

14. RESEARCH INDEPENDENCE

The Issuer acknowledges that the Underwriters' research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that such Underwriters' research analysts may hold and make statements or investment recommendations and/or publish research reports with respect to the Issuer and/or the offering that differ from the views of its investment bankers. The Issuer hereby waives and releases, to the fullest extent permitted by law, any claims that the Issuer may have against the Underwriters with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Issuer by such Underwriters' investment banking divisions. The Issuer acknowledges that each of the Underwriters is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short position in debt or equity securities of the companies which may be the subject to the transactions contemplated by this Agreement.

15. NO FIDUCIARY DUTY

Notwithstanding any preexisting relationship, advisory or otherwise, between the parties or any oral representations or assurances previously or subsequently made by the Underwriters, the Issuer acknowledges and agrees that:

(a) nothing herein shall create a fiduciary or agency relationship between the Issuer and the Underwriters;

(b) the Underwriters are not acting as advisors, expert or otherwise, to the Issuer in connection with this offering, sale of the Shares or any other services the Underwriters may be deemed to be providing hereunder, including, without limitation, with respect to the public offering price of the Shares;

(c) the relationship between the Issuer and the Underwriters is entirely and solely commercial, based on arm's-length negotiations;

(d) any duties and obligations that the Underwriters may have to the Issuer shall be limited to those duties and obligations specifically stated herein; and

(e) the Underwriters may have financial interests in the success of the Offering that are not limited to the difference between the price to the public and the purchase price paid to the Issuer by the Underwriters for the shares and the Underwriters have no obligation to disclose, or account to the Issuer for, any of such additional financial interests.

The Issuer hereby waives and releases, to the fullest extent permitted by law, any claims that the Issuer may have against the Underwriters with respect to any breach or alleged breach of fiduciary duty.

16. MISCELLANEOUS.

The reimbursement, indemnification and contribution agreements contained in this Agreement and the representations, warranties and covenants in this Agreement shall remain in full force and effect regardless of (a) any termination of this Agreement, (b) any investigation made by or on behalf of any Underwriter or controlling person thereof, or by or on behalf of the Issuer or its directors or officers and (c) delivery of and payment for the Shares under this Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof.

This Agreement may only be amended or modified in writing, signed by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit.

[Remainder of page intentionally blank]

If the foregoing letter is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicates hereof, whereupon it will become a binding agreement among the Issuer and the several Underwriters in accordance with its terms.

Very truly yours,

SCYNEXIS, INC.

By _____
Yves J. Ribeill, Ph.D.
Chief Executive Officer

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

RBC CAPITAL MARKETS, LLC
Canaccord Genuity Inc.

As the Representatives of the several
Underwriters listed on Schedule I

By: RBC CAPITAL MARKETS, LLC

By: _____
Name: _____
Title: _____

By: Canaccord Genuity Inc.

By: _____
Name: _____
Title: _____

SCHEDULE I

SCHEDULE OF UNDERWRITERS

<u>Underwriter</u>	<u>Number of Firm Securities to be Purchased</u>
RBC Capital Markets, LLC	
Canaccord Genuity Inc.	
JMP Securities LLC	
Total	<hr/> <hr/>

SCHEDULE II(a)

Materials Other than the Pricing Prospectus that Compose the Disclosure Package:

SCHEDULE II(b)

Issuer Free Writing Prospectuses Not Included in the Disclosure Package

None.

SCHEDULE III

WRITTEN TESTING-THE-WATERS COMMUNICATIONS

**FIFTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SCYNEXIS, INC.**

Yves J. Ribeill hereby certifies that:

ONE: The original name of this company is Scyrex, Inc., that the date of filing the original Certificate of Incorporation of this company with the Secretary of State of the State of Delaware was November 4, 1999, and that the name of the company was changed to Scynexis Chemistry & Automation, Inc., by the filing of a Certificate of Amendment to the Certificate of Incorporation of this company with the Secretary of State of the State of Delaware on April 14, 2000, and that the name of the Company was changed to Scynexis, Inc. by the filing of a Certificate of Amendment to the Certificate of Incorporation of this company with the Secretary of State of the State of Delaware on June 5, 2002.

TWO: He is the duly elected and acting President of Scynexis, Inc., a Delaware corporation.

THREE: The Certificate of Incorporation of this company is hereby amended and restated to read as follows:

I.

The name of this company is SCYNEXIS, Inc. (the “Company” or the “Corporation”).

II.

The address of the registered office of this Company in the State of Delaware is 2711 Centreville Road, Suite 400, City of Wilmington, County of New Castle, Zip Code 19808, and the name of the registered agent of this Corporation in the State of Delaware at such address is Corporation Service Company.

III.

The purpose of the Company is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law (“DGCL”).

IV.

A. The Company is authorized to issue two classes of stock to be designated, respectively, “Common Stock” and “Preferred Stock.” The total number of shares that the Company is authorized to issue is 100,000,000 shares, 70,000,000 shares of which shall be Common Stock (the “Common Stock”) and 30,000,000 shares of which shall be Preferred Stock (the “Preferred Stock”). The Preferred Stock shall have a par value of (\$0.001) per share and the Common Stock shall have a par value of (\$0.001) per share.

B. Subject to the provisions of Section D.2(c)(iii) of this Article IV, the number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company (voting together on an as-if-converted basis).

C. Thirty-One Thousand, Four Hundred Ten (31,410) of the authorized shares of Preferred Stock are hereby designated "Series A Preferred Stock," Seven Hundred Eleven Thousand, Nine Hundred Eighty-Seven (711,987) of the authorized shares of Preferred Stock are hereby designated "Series B Preferred Stock," Two Million Nine Hundred Sixty-Seven Thousand Six Hundred Seventy-Eight (2,967,678) of the authorized shares of Preferred Stock are hereby designated as "Series C Preferred Stock," Three Million Seventy-Six Thousand Nine Hundred Twenty-Three (3,076,923) shares of the authorized shares of Preferred Stock are hereby designated as "Series C-1 Preferred Stock", Two Million Three Hundred Forty-Seven Thousand Eight Hundred Twenty-Six (2,347,826) shares of the authorized shares of Preferred Stock are hereby designated as "Series C-2 Preferred Stock", Ten Million (10,000,000) shares of the authorized shares of Preferred Stock are hereby designated as "Series D-1 Preferred Stock", and Ten Million (10,000,000) shares of the authorized shares of Preferred Stock are hereby designated as "Series D-2 Preferred Stock" (collectively, the "Series Preferred"). Subject to the provisions of Section D.2 of this Article IV, the number of authorized shares of any class or series of Preferred Stock may be increased or decreased (but not below the number of shares of such class or series then outstanding) by the affirmative vote of the holders of a majority of the stock of the Company (voting together on an as-if-converted basis).

D. The rights, preferences, privileges, restrictions and other matters relating to the Series Preferred are as follows:

1. DIVIDEND RIGHTS.

(a) Holders of Series D-1 Preferred Stock and Series D-2 Preferred Stock, (together, the "Series D Preferred Stock") in preference to the holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock and Series C-2 Preferred Stock (together, the "Junior Preferred Stock") and to the holders of Common Stock, shall be entitled to receive, on a *pari passu* basis, when and as declared by the Board of Directors (the "Board"), but only out of funds that are legally available therefor, cash dividends at the rate of eight percent (8%) of the Original Issue Price of the Series D Preferred Stock (as defined below), as applicable, per annum on each outstanding share of Series D Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof). Such dividends shall be payable only when, as and if declared by the Board and shall be non-cumulative.

(b) The Original Issue Price of the Series A Preferred Stock shall be seven dollars and ninety-six cents (\$7.96). The Original Issue Price of the Series B Preferred Stock shall be nine dollars and one cent (\$9.01). The Original Issue Price of the Series C Preferred Stock shall be ten dollars and fifteen cents (\$10.15). The Original Issue Price of the Series C-1 Preferred Stock shall be three dollars and twenty-five cents (\$3.25). The Original Issue Price of the Series C-2 Preferred Stock shall be five dollars and seventy-five cents

(\$5.75). The Original Issue Price of the Series D-1 Preferred Stock shall be one dollar and forty cents (\$1.40). The Original Issue Price of the Series D-2 Preferred Stock shall be one dollar and forty cents (\$1.40).

(c) So long as any shares of Series D Preferred Stock are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Junior Preferred Stock or the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Junior Preferred Stock or Common Stock until all dividends as set forth in Section 1(a) above on the Series D Preferred Stock shall have been paid or declared and set apart, except for:

(i) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at cost (or the lesser of cost or fair market value) upon termination of services or employment with the Company; or

(ii) acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares.

(d) No dividend shall be paid on any share of Common Stock in any year unless the Company has paid: (i) an additional dividend on all outstanding shares of Series D Preferred Stock, and (ii) a dividend on all outstanding shares of Junior Preferred Stock, each in a per share amount equal (on an as-if-converted to Common Stock basis) to the amount paid or set aside for each share of Common Stock. Such dividends shall be payable only when, as and if declared by the Board and shall be non-cumulative.

(e) The provisions of Sections 1(c) and 1(d) shall not apply to (i) a dividend payable in Common Stock, (ii) any repurchase of any outstanding securities of the Company that is unanimously approved by the Board, and (iii) any acquisition of shares of Junior Preferred Stock or Common Stock in exchange for other shares of Junior Preferred Stock or Common Stock.

2. VOTING RIGHTS.

(a) **General Rights.** Each holder of shares of the Series Preferred shall be entitled to the number of votes equal to the number of shares of Common Stock into which such shares of Series Preferred could be converted (pursuant to Section 5 hereof) immediately after the close of business on the record date fixed for such meeting or the effective date of such written consent and shall have voting rights and powers equal to the voting rights and powers of the Common Stock and shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Company. Except as otherwise provided herein or as required by law, the Series Preferred shall vote together with the Common Stock at any annual or special meeting of the stockholders and not as a separate class, and may act by written consent in the same manner as the Common Stock.

(b) **Separate Vote of Series B Preferred Stock.** For so long as any shares of Series B Preferred Stock remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty-five percent

(65%) of the outstanding Series B Preferred Stock shall be necessary for effecting or validating the following actions:

(i) Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation), that alters or changes the voting or other powers, preferences, or other special rights or privileges, or restrictions of the Series B Preferred Stock so as to have a material adverse effect on such powers, preferences, special rights, privileges or restrictions;

(ii) Any action that creates a new class or series of shares having (A) a preference or priority as to dividends or liquidation which is on parity with the preference or priority of the Series B Preferred Stock unless such issuance shall result in an adjustment to the Series B Preferred Conversion Price pursuant to Section 5 of this Article IV; or (B) a preference or priority as to dividends or liquidation which is superior to the preference or priority of the Series B Preferred Stock;

(iii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking senior to the Series B Preferred Stock in right of liquidation preference or dividends or any increase in the authorized or designated number of any such new class or series;

(iv) Any increase to more than nine (9) members or decrease in the authorized number of members of the Company's Board; or

(v) Any authorization to issue or sell additional shares of Series B Preferred Stock.

(c) Separate Vote of Series C Preferred Stock. For so long as any shares of Series C Preferred Stock remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty-five percent (65%) of the outstanding Series C Preferred Stock shall be necessary for effecting or validating the following actions:

(i) Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation), that alters or changes the voting or other powers, preferences, or other special rights or privileges, or restrictions of the Series C Preferred Stock;

(ii) Any action that amends or waives any provision of the Company's Certificate of Incorporation or Bylaws relative to the Series C Preferred Stock;

(iii) Any increase or decrease in the authorized number of shares of Common Stock or Preferred Stock;

(iv) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities

convertible into equity securities of the Company ranking senior to the Series C Preferred Stock in right of liquidation preference, or dividends or any increase in the authorized or designated number of any such new class or series;

(v) Any authorization to issue or sell additional shares of Series C Preferred Stock;

(vi) Any redemption, repurchase, payment of dividends or other distributions with respect to Common Stock (except for acquisitions of Common Stock by the Company permitted by Section 1 of this Article IV);

(vii) Any agreement by the Company or its stockholders regarding an Asset Transfer or Acquisition (each as defined in Section 4 of this Article IV);

(viii) Any action that results in the payment or declaration of a dividend on any shares of Common Stock or Preferred Stock;

(ix) Any voluntary dissolution or liquidation of the Company; or

(x) Any increase or decrease in the authorized number of members of the Company's Board.

(d) Separate Vote of Series C-2 Preferred Stock. For so long as any shares of Series C-2 Preferred Stock remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least sixty-five percent (65%) of the outstanding Series C-2 Preferred Stock shall be necessary for effecting or validating the following actions:

(i) Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation), that alters or changes the voting or other powers, preferences, or other special rights or privileges, or restrictions of the Series C-2 Preferred Stock;

(ii) Any action that amends or waives any provision of the Company's Certificate of Incorporation or Bylaws relative to the Series C-2 Preferred Stock;

(iii) Except for a financing transaction that is approved by either (A) a majority of the Board which majority includes the approval of all Board members elected by the holders of the Series C Preferred Stock or (B) seventy-five percent (75%) of the members comprising the Board, any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking senior to the Series C-2 Preferred Stock in right of liquidation preference, or dividends or any increase in the authorized or designated number of any such new class or series; or

(iv) Any authorization to issue or sell additional shares of Series C-2 Preferred Stock.

(e) Separate Vote of Series D Preferred Stock.

For so long as any shares of Series D Preferred Stock remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holders of at least seventy percent (70%) of the outstanding shares of Series D Preferred Stock shall be necessary for effecting or validating the following actions:

(i) Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation), that alters or changes the voting or other powers, preferences, or other special rights or privileges, or restrictions of the Series D Preferred Stock;

(ii) Any action that amends or waives any provision of the Company's Certificate of Incorporation or Bylaws relative to the Series D Preferred Stock;

(iii) Any authorization or any designation, whether by reclassification or otherwise, of any new class or series of stock or any other securities convertible into equity securities of the Company ranking senior to the Series D Preferred Stock in right of liquidation preference, or dividends or any increase in the authorized or designated number of any such new class or series;

(iv) Any consolidation or merger of the Company with or into any other corporation or other entity or person, if the shares of capital stock of the Company immediately prior to such consolidation or merger (including shares of capital stock issued or issuable pursuant to the exercise or conversion of any outstanding options, warrants or convertible securities) continue to represent a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent); and

(v) Any authorization to issue or sell additional shares of Series D Preferred Stock.

(f) Separate Vote of Series Preferred. Notwithstanding anything to the contrary herein, for so long as any shares of Series Preferred remain outstanding, in addition to any other vote or consent required herein or by law, the vote or written consent of the holder of at least (i) forty percent (40%) of the outstanding Series Preferred and (ii) sixty percent (60%) of the outstanding Series D Preferred Stock shall be necessary for effecting or validating the following actions:

(i) Any amendment, alteration, or repeal of any provision of the Certificate of Incorporation or the Bylaws of the Company (including any filing of a Certificate of Designation);

(ii) Any agreement by the Company or its stockholders regarding an Asset Transfer or Acquisition (each as defined in Section 4 of this Article IV);

(iii) Any redemption or repurchase with respect to Common Stock (except for acquisitions of Common Stock by the Company permitted by Section D1(c) of this Article IV);

(iv) Any increase or decrease in the authorized number of members of the Company's Board;

(v) Any amendment to any employee benefit plan in existence prior to or after the filing of this Fifth Amended and Restated Certificate of Incorporation or the establishment of any new employee benefit plan after the date of the filing of this Fifth Amended and Restated Certificate of Incorporation;

(vi) Enter into or authorize any agreement by the Company regarding the grant of any exclusive license of all or substantially all of the Company's material intellectual property;

(vii) Create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, if the aggregate indebtedness of the Company and its subsidiaries for borrowed money following such action would exceed \$100,000;

(viii) Enter into any new line of business that requires a material change or revision to the Company's business strategy and is not related to the business of the Company as of the date of the filing of this Fifth Amended and Restated Certificate of Incorporation;

(ix) Enter into any agreement with an officer, director, employee or holder of greater than ten percent (10%) of the Company's fully diluted outstanding capital stock (including all shares issuable under any and all convertible securities, including, without limitation, warrants and convertible promissory notes, and all shares reserved under any stock option plan for options not yet granted and for options outstanding but unexercised), other than any agreement (a) for payment of salary, or annual or special bonuses for services rendered, (b) for reimbursement of reasonable expenses incurred on behalf of the Company, (c) for other standard employee benefits made generally available to employees (including stock option agreements outstanding under any stock option plan approved by the Board) or (d) entered into pursuant to, or in connection with the closing of the transactions contemplated under that certain Series D-2 Preferred Stock Purchase Agreement (the "Purchase Agreement"), dated on or around the effective time of the filing of this Fifth Amended and Restated Certificate of Incorporation with the office of the Secretary of State of the State of Delaware (the "Charter Effective Time");

(x) Acquire, or hold capital stock in, any business entity other than any wholly owned subsidiary of the Company, or acquire or sell, lease, license, dispose, mortgage or encumber any material property or assets (tangible or intangible) of the Company or any subsidiary, except in the ordinary course of business; and

(xi) Taking any action or failing to take any action in order to cause or permit any subsidiary of the Company to take any of the actions contemplated in the

foregoing clauses (i)-(x) of this Section 2(f) (except that any reference to the Company in any of such clauses shall be deemed to be a reference to such subsidiary for purposes of implementing the provisions of this clause (xi)).

(g) Election of Board of Directors. Subject to clauses b(iv), c(x) and f(iv) of this Article IV(D)(2), the Board of Directors shall consist of such number of directors as may be determined from time to time in accordance with the Bylaws.

(i) For so long as any shares of Series D Preferred Stock remain outstanding, the holders of Series D Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors;

(ii) For so long as Merial Limited (and/or any affiliate thereof) holds twenty-five percent (25%) or more of the outstanding shares of Series C-2 Preferred Stock, the holders of Series C-2 Preferred Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such director and to fill any vacancy caused by the resignation, death or removal of such director;

(iii) For so long as any shares of Series C Preferred Stock remain outstanding the holders of Series C Preferred Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors;

(iv) For so long as any shares of Series B Preferred Stock remain outstanding the holders of Series B Preferred Stock, voting as a separate class, shall be entitled to elect two (2) members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors;

(v) The holders of Common Stock, voting as a separate class, shall be entitled to elect one (1) member of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors; and

(vi) The holders of Common Stock and Series Preferred, voting together as a single class on an as-if-converted to Common Stock basis, shall be entitled to elect all remaining members of the Board at each meeting or pursuant to each consent of the Company's stockholders for the election of directors, and to remove from office such directors and to fill any vacancy caused by the resignation, death or removal of such directors.

3. LIQUIDATION RIGHTS.

(a) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a “Liquidation Event”), before any distribution or payment shall be made to the holders of any Junior Preferred Stock or Common Stock, the holders of Series D Preferred Stock shall be entitled to be paid, on a *pari passu* basis, out of the assets of the Company legally available for distribution, or the consideration received in such transaction, an amount per share of (i) Series D-1 Preferred Stock equal to two times (2x) the Original Issue Price of the Series D-1 Preferred Stock plus all declared and unpaid dividends on a share of Series D-1 Preferred Stock, and (ii) Series D-2 Preferred Stock equal to three times (3x) the Original Issue Price of the Series D-2 Preferred Stock plus all declared and unpaid dividends on a share of Series D-2 Preferred Stock, as applicable (in either case, as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) for each share of Series D Preferred Stock held by them. If, upon any such liquidation, dissolution, or winding up, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series D Preferred Stock of the liquidation preference set forth in this Section 3(a), then such assets (or consideration) shall be distributed among the holders of Series D Preferred Stock at the time outstanding, *pari passu* and ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(b) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any Series B Preferred Stock, Series A Preferred Stock or Common Stock, but after payment of the liquidation preference set forth in Section 3(a), the holders of Series C Preferred Stock, Series C-1 Preferred Stock and Series C-2 Preferred Stock shall be entitled to be paid, on a *pari passu* basis, out of the assets of the Company legally available for distribution, or the consideration received in such transaction, an amount per share of Series C Preferred Stock, Series C-1 Preferred Stock or Series C-2 Preferred Stock, as the case may be, equal to the applicable Original Issue Price plus all declared and unpaid dividends on a share of Series C Preferred Stock, Series C-1 Preferred Stock or Series C-2 Preferred Stock, as applicable (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) for each share of Series C Preferred Stock, Series C-1 Preferred Stock and/or Series C-2 Preferred Stock held by them. If, upon any such liquidation, dissolution, or winding up, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series C Preferred Stock, Series C-1 Preferred Stock and/or Series C-2 Preferred Stock of the liquidation preference set forth in this Section 3(b), then such assets (or consideration) shall be distributed among the holders of Series C Preferred Stock, Series C-1 Preferred Stock and/or Series C-2 Preferred Stock at the time outstanding, *pari passu* and ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(c) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any Series A Preferred Stock or Common Stock, but after payment of the liquidation preferences set forth in Sections 3(a) and 3(b), the holders of Series B Preferred Stock shall be

entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, an amount per share of Series B Preferred Stock equal to the Original Issue Price plus all declared and unpaid dividends on the Series B Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) for each share of Series B Preferred Stock held by them. If, upon any such liquidation, dissolution, or winding up, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series B Preferred Stock of the liquidation preference set forth in this Section 3(c), then such assets (or consideration) shall be distributed among the holders of Series B Preferred Stock at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(d) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any Common Stock, but after payment of the liquidation preferences set forth in Sections 3(a), 3(b) and 3(c), the holders of Series A Preferred Stock shall be entitled to be paid out of the assets of the Company legally available for distribution, or the consideration received in such transaction, an amount per share of Series A Preferred Stock equal to the Original Issue Price plus all declared and unpaid dividends on the Series A Preferred Stock (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof) for each share of Series A Preferred Stock held by them. If, upon any such liquidation, dissolution, or winding up, the assets of the Company (or the consideration received in such transaction) shall be insufficient to make payment in full to all holders of Series A Preferred Stock of the liquidation preference set forth in this Section 3(d), then such assets (or consideration) shall be distributed among the holders of Series A Preferred Stock at the time outstanding, ratably in proportion to the full amounts to which they would otherwise be respectively entitled.

(e) After the payment of the full liquidation preference of the Series Preferred as set forth in Sections 3(a), 3(b), 3(c) and 3(d) above, the assets of the Company legally available for distribution (or the consideration received in such transaction), if any, shall be distributed ratably to the holders of the Common Stock and Series Preferred on an as-if-converted to Common Stock basis.

(f) Notwithstanding any of the foregoing, in the event the Company consummates any Liquidation Event (or deemed liquidation as set forth in Section 4 herein) in a transaction or a series of transactions, prior to any distribution or payment made to the holders of Series D Preferred Stock, Junior Preferred Stock or Commons Stock as set forth in Sections 3(a)–(e) herein, the Company shall pay in full, out of any proceeds received in each such Liquidation Event (or deemed liquidation as set forth in Section 4 herein), any and all outstanding indebtedness. Furthermore, in the event the Company consummates more than a single Liquidation Event (or deemed liquidation as set forth in Section 4 herein) resulting in payments made out of the proceeds of such Liquidation Events (or deemed liquidations as set forth in Section 4 herein) to holders of Series D Preferred Stock or Junior Preferred Stock pursuant to Sections 3(a)–(e) above, then, notwithstanding anything to the contrary herein, no holder of Series D Preferred Stock or Junior Preferred Stock is entitled to receive aggregate

payments in an amount per share in excess of the preferences as set forth in Sections 3(a)-(e) above. Any amounts actually paid to any holder of Series D Preferred Stock or Junior Preferred Stock pursuant to Sections 3(a)-(d) above, as applicable, in connection with any Liquidation Event (or deemed liquidation as set forth in Section 4 herein) shall decrease in corresponding fashion the amounts payable to such holder pursuant to Sections 3(a)-3(d) above, as applicable, in connection with the next Liquidation Event (or deemed liquidation as set forth in Section 4 herein).

4. ASSET TRANSFER OR ACQUISITION RIGHTS.

(a) For purposes of Section 3 above, an Acquisition or Asset Transfer (as hereinafter defined) shall be considered a liquidation of the Company.

(b) For the purposes of this Fifth Amended and Restated Certificate of Incorporation: (i) "Acquisition" shall mean any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, own less than 50% of the voting power of the surviving entity immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of fifty percent (50%) of the Company's voting power is transferred; provided that an Acquisition shall not include (x) any consolidation or merger effected exclusively to change the domicile of the Company, or (y) any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or indebtedness of the Company is cancelled or converted or a combination thereof; and (ii) "Asset Transfer" shall mean any of the following: (1) a sale, lease, grant of exclusive license or other disposition of all or substantially all of the assets of the Company; (2) a sale, lease, grant of exclusive license or other disposition of SCY-635; (3) a sale, lease, grant of exclusive license or other disposition of all or substantially all of the Company's services business; and (4) a sale, lease, grant of license, sublicense, or assignment of any payments (including, without limitation, milestone payments or royalty proceeds) received or receivable by the Company or any of its stockholders from (a) Merial Limited pursuant to the Collaboration Agreement dated as of June 30, 2004 or (b) from Merck & Co., Inc. pursuant to the Research Collaboration and License Agreement dated as of June 1, 2002, *provided, however*, that no such sale, lease, grant of license, sublicense, or assignment shall be deemed an Asset Transfer pursuant to this Section 4(b)(ii)(4) without the vote or written consent of at least sixty five percent (65%) of the outstanding shares of Preferred Stock.

(c) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board.

5. CONVERSION RIGHTS.

The holders of the Series Preferred shall have the following rights with respect to the conversion of the Series Preferred into shares of Common Stock (the "Conversion Rights"):

(a) Optional Conversion. Subject to and in compliance with the provisions of this Section 5, any shares of Series Preferred may, at the option of the holder, be converted at any time into fully-paid and nonassessable shares of Common Stock.

(i) The number of shares of Common Stock to which a holder of Series A Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the “Series A Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) by the number of shares of Series A Preferred Stock being converted.

(ii) The number of shares of Common Stock to which a holder of Series B Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the “Series B Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) by the number of shares of Series B Preferred Stock being converted.

(iii) The number of shares of Common Stock to which a holder of Series C Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the “Series C Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) by the number of shares of Series C Preferred Stock being converted.

(iv) The number of shares of Common Stock to which a holder of Series C-1 Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the “Series C-1 Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) by the number of shares of Series C-1 Preferred Stock being converted.

(v) The number of shares of Common Stock to which a holder of Series C-2 Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the “Series C-2 Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) by the number of shares of Series C-2 Preferred Stock being converted.

(vi) The number of shares of Common Stock to which a holder of Series D-1 Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the “Series D-1 Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) by the number of shares of Series D-1 Preferred Stock being converted.

(vii) The number of shares of Common Stock to which a holder of Series D-2 Preferred Stock shall be entitled upon conversion shall be the product obtained by multiplying the “Series D-2 Preferred Conversion Rate” then in effect (determined as provided in Section 5(b)) by the number of shares of Series D-2 Preferred Stock being converted.

(b) Series Preferred Conversion Rate.

(i) The conversion rate in effect at any time for conversion of the Series A Preferred Stock (the “Series A Preferred Conversion Rate”) shall be the quotient obtained by dividing the Original Issue Price of the Series A Preferred Stock by the “Series A Preferred Conversion Price”, calculated as provided in Section 5(c).

(ii) The conversion rate in effect at any time for conversion of the Series B Preferred Stock (the “Series B Preferred Conversion Rate”) shall be the quotient obtained by dividing the Original Issue Price of the Series B Preferred Stock by the “Series B Preferred Conversion Price”, calculated as provided in Section 5(c).

(iii) The conversion rate in effect at any time for conversion of the Series C Preferred Stock (the “Series C Preferred Conversion Rate”) shall be the quotient obtained by dividing the Original Issue Price of the Series C Preferred Stock by the “Series C Preferred Conversion Price”, calculated as provided in Section 5(c).

(iv) The conversion rate in effect at any time for conversion of the Series C-1 Preferred Stock (the “Series C-1 Preferred Conversion Rate”) shall be the quotient obtained by dividing the Original Issue Price of the Series C-1 Preferred Stock by the “Series C-1 Preferred Conversion Price”, calculated as provided in Section 5(c).

(v) The conversion rate in effect at any time for conversion of the Series C-2 Preferred Stock (the “Series C-2 Preferred Conversion Rate”) shall be the quotient obtained by dividing the Original Issue Price of the Series C-2 Preferred Stock by the “Series C-2 Preferred Conversion Price”, calculated as provided in Section 5(c).

(vi) The conversion rate in effect at any time for conversion of the Series D-1 Preferred Stock (the “Series D-1 Preferred Conversion Rate”) shall be the quotient obtained by dividing the Original Issue Price of the Series D-1 Preferred Stock by the “Series D-1 Preferred Conversion Price”, calculated as provided in Section 5(c).

(vii) The conversion rate in effect at any time for conversion of the Series D-2 Preferred Stock (the “Series D-2 Preferred Conversion Rate”) shall be the quotient obtained by dividing the Original Issue Price of the Series D-2 Preferred Stock by the “Series D-2 Preferred Conversion Price”, calculated as provided in Section 5(c).

(c) Series Preferred Conversion Price.

(i) The conversion price for the Series A Preferred Stock shall initially be \$1.99 (the “Series A Preferred Conversion Price”). Such initial conversion price shall be adjusted from time to time in accordance with this Section 5.

(ii) The conversion price for the Series B Preferred Stock shall initially be the \$2.2525 (the “Series B Preferred Conversion Price”). Such initial Series B Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5.

(iii) The conversion price for the Series C Preferred Stock shall initially be \$2.5375 (the “Series C Preferred Conversion Price”). Such initial Series C Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5.

(iv) The conversion price for the Series C-1 Preferred Stock shall initially be \$3.25 (the “Series C-1 Preferred Conversion Price”). Such initial Series C-1 Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5.

(v) The conversion price for the Series C-2 Preferred Stock shall initially be \$5.75 (the “Series C-2 Preferred Conversion Price”). Such initial Series C-2 Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5.

(vi) The conversion price for the Series D-1 Preferred Stock shall initially be \$1.40 (the “Series D-1 Preferred Conversion Price”). Such initial Series D-1 Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series D-1 Preferred Conversion Price herein shall mean the Series D-1 Preferred Conversion Price as so adjusted at any time and from time to time after the Charter Effective Time.

(vii) The conversion price for the Series D-2 Preferred Stock shall initially be \$1.40 (the “Series D-2 Preferred Conversion Price”). Such initial Series D-2 Preferred Conversion Price shall be adjusted from time to time in accordance with this Section 5. All references to the Series D-2 Preferred Conversion Price herein shall mean the Series D-2 Preferred Conversion Price as so adjusted at any time and from time to time after the Charter Effective Time.

(d) Mechanics of Conversion. Each holder of Series Preferred who desires to convert the same into shares of Common Stock pursuant to this Section 5 shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Company or any transfer agent for the Series Preferred, and shall give written notice to the Company at such office that such holder elects to convert the same. Such notice shall state the number of shares of Series Preferred being converted. Thereupon, the Company shall promptly issue and deliver at such office to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled and shall promptly pay (i) in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock’s fair market value determined by the Board as of the date of such conversion), any declared and unpaid dividends on the shares of Series Preferred being converted and (ii) in cash (at the Common Stock’s fair market value determined by the Board as of the date of conversion) the value of any fractional share of Common Stock otherwise issuable to any holder of Series Preferred. Such conversion shall be deemed to have been made at the close of business on the date of such surrender of the certificates representing the shares of Series Preferred to be converted, and the person entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date.

(e) Adjustment for Stock Splits and Combinations. If at any time or from time to time after the Charter Effective Time, the Company effects a subdivision of the outstanding Common Stock without a corresponding subdivision of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, the Series C-2 Preferred Stock, the Series D-1 Preferred Stock and/or the Series D-2 Preferred Stock, the Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, in effect immediately before that subdivision shall be proportionately decreased.

Conversely, if at any time or from time to time after the Charter Effective Time the Company combines the outstanding shares of Common Stock into a smaller number of shares without a corresponding combination of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D-1 Preferred Stock and/or Series D-2 Preferred Stock, the Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, in effect immediately before the combination shall be proportionately increased. Any adjustment under this Section 5(e) shall become effective at the close of business on the date the subdivision or combination becomes effective. For purposes of this Fifth Amended and Restated Certificate of Incorporation: (i) the term “Series A Original Issue Date” shall mean the date that the first share of Series A Preferred Stock is issued; (ii) the term “Series B Original Issue Date” shall mean the date that the first share of Series B Preferred Stock is issued; (iii) the term “Series C Original Issue Date” shall mean the date that the first share of Series C Preferred Stock is issued; (iv) the term “Series C-1 Original Issue Date” shall mean the date that the first share of Series C-1 Preferred Stock is issued; (v) the term “Series C-2 Original Issue Date” shall mean the date that the first share of Series C-2 Preferred Stock is issued; (vi) the term “Series D-1 Original Issue Date” shall mean the date that the first share of Series D-1 Preferred Stock is issued; (vii) the term “Series D-2 Original Issue Date” shall mean the date that the first share of Series D-2 Preferred Stock is issued; and (viii) the term “Original Issue Date” shall mean any or all, as the context may require, of the Series A Original Issue Date, Series B Original Issue Date, Series C Original Issue Date, Series C-1 Original Issue Date, Series C-2 Original Issue Date, Series D-1 Original Issue Date and Series D-2 Original Issue Date.

(f) Adjustment for Common Stock Dividends and Distributions. If at any time or from time to time after the Charter Effective Time the Company pays a dividend or other distribution in additional shares of Common Stock, the Series A Preferred Conversion Price, the Series B Preferred Conversion Price, the Series C Preferred Conversion Price, the Series C-1 Preferred Conversion Price, the Series C-2 Preferred Conversion Price, the Series D-1 Preferred Conversion Price and the Series D-2 Preferred Conversion Price that is then in effect shall be decreased as of the time of such issuance, as provided below:

(i) The respective Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and Series D-2 Preferred Conversion Price shall be adjusted by multiplying the respective Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and Series D-2 Preferred Conversion Price then in effect by a fraction equal to:

(A) the numerator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance, and

(B) the denominator of which is the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance

plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

(ii) If the Company fixes a record date to determine which holders of Common Stock are entitled to receive such dividend or other distribution, the Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and Series D-2 Preferred Conversion Price shall be fixed as of the close of business on such record date and the number of shares of Common Stock shall be calculated immediately prior to the close of business on such record date; and

(iii) If such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and Series D-2 Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the respective Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and Series D-2 Preferred Conversion Price shall be adjusted pursuant to this Section 5(f) to reflect the actual payment of such dividend or distribution.

(g) **Adjustment for Reclassification, Exchange and Substitution.** If at any time or from time to time after the Charter Effective Time the Common Stock issuable upon the conversion of the Series Preferred is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than an Acquisition or Asset Transfer as defined in Section 4 or a subdivision or combination of shares or stock dividend or a reorganization, merger, consolidation or sale of assets provided for elsewhere in this Section 5), in any such event each holder of Series Preferred shall then have the right to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the maximum number of shares of Common Stock into which such shares of Series Preferred could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(h) **Reorganizations, Mergers or Consolidations.** If at any time or from time to time after the Charter Effective Time there is a capital reorganization of the Common Stock or the merger or consolidation of the Company with or into another corporation or another entity or person (other than an Acquisition or Asset Transfer as defined in Section 4 or a recapitalization, subdivision, combination, reclassification, exchange or substitution of shares provided for elsewhere in this Section 5), as a part of such capital reorganization, provision shall be made so that the holders of the Series Preferred shall thereafter be entitled to receive upon conversion of the Series Preferred the number of shares of stock or other securities or property of the Company to which a holder of the number of shares of Common Stock deliverable upon conversion would have been entitled on such capital reorganization, subject to

adjustment in respect of such stock or securities by the terms thereof. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 5 with respect to the rights of the holders of Series Preferred after the capital reorganization to the end that the provisions of this Section 5 (including adjustment of the Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and Series D-2 Preferred Conversion Price then in effect and the number of shares issuable upon conversion of the Series Preferred) shall be applicable after that event and be as nearly equivalent as practicable.

(i) Sale of Shares Below Series Preferred Conversion Price.

(i) If at any time or from time to time after the Series D-1 Original Issue Date and Series D-2 Original Issue Date, the Company issues or sells, or is deemed by the express provisions of this Section 5(i) to have issued or sold, Additional Shares of Common Stock, other than as provided in Section 5(f), 5(g) or 5(h) above, for an Effective Price (as defined below) less than the then effective Series D-1 Preferred Conversion Price or Series D-2 Preferred Conversion Price, then and in each such case, each of the then existing Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price so affected, respectively, shall be reduced, as of the opening of business on the date of such issue or sale or deemed issue or sale, to a price equal to such Effective Price.

(ii) If at any time or from time to time after the applicable Original Issue Date, the Company issues or sells, or is deemed by the express provisions of this Section 5(i) to have issued or sold, Additional Shares of Common Stock, other than as provided in Section 5(f), 5(g) or 5(h) above, for an Effective Price (as defined below) less than the then effective Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price or Series C-2 Preferred Conversion Price (and together with any issuance or sale of Additional Shares of Common Stock that triggers an adjustment pursuant to Section 5(i)(i), a “Qualifying Dilutive Issuance”), then and in each such case, each of the then existing Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price and/or Series C-2 Preferred Conversion Price so affected, respectively, shall be reduced, as of the opening of business on the date of such issue or sale or deemed issue or sale, to a price determined by multiplying the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price and/or Series C-2 Preferred Conversion Price, respectively, in effect immediately prior to such issuance or sale or deemed issue or sale by a fraction equal to:

(A) the numerator of which shall be (A) the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale, plus (B) the number of shares of Common Stock which the Aggregate Consideration (as defined below) received by the Company for the total number of Additional Shares of Common Stock so issued would purchase at such then-existing Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price and/or Series C-2 Preferred Conversion Price, respectively, and

(B) the denominator of which shall be the number of shares of Common Stock deemed outstanding (as determined below) immediately prior to such issue or sale plus the total number of Additional Shares of Common Stock so issued.

For the purposes of the preceding sentence, the number of shares of Common Stock deemed to be outstanding as of a given date shall be the sum of (A) the number of shares of Common Stock outstanding, (B) the number of shares of Common Stock into which the then outstanding shares of Series Preferred could be converted if fully converted on the day immediately preceding the given date, and (C) the number of shares of Common Stock which could be obtained through the exercise or conversion of all other rights, options and convertible securities outstanding on the day immediately preceding the given date.

(iii) No adjustment shall be made to the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price or Series D-2 Preferred Conversion Price in an amount less than one cent per share. Any adjustment otherwise required by this Section 5(i) that is not required to be made due to the preceding sentence shall be included in any subsequent adjustment to the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, as applicable.

For the purpose of making any adjustment required under this Section 5(i), the aggregate consideration received by the Company for any issue or sale of securities (the "Aggregate Consideration") shall be defined as: (A) to the extent it consists of cash, be computed at the net amount of cash received by the Company after deduction of any underwriting or similar commissions, compensation or concessions paid or allowed by the Company in connection with such issue or sale but without deduction of any expenses payable by the Company, (B) to the extent it consists of property other than cash, be computed at the fair value of that property as determined in good faith by the Board, and (C) if Additional Shares of Common Stock, Convertible Securities (as defined below) or rights or options to purchase either Additional Shares of Common Stock or Convertible Securities are issued or sold together with other stock or securities or other assets of the Company for a consideration which covers both, be computed as the portion of the consideration so received that may be reasonably determined in good faith by the Board to be allocable to such Additional Shares of Common Stock, Convertible Securities or rights or options.

For the purpose of the adjustment required under this Section 5(i), if the Company issues or sells (x) Preferred Stock or other stock, options, warrants, purchase rights or other securities convertible into, Additional Shares of Common Stock (such convertible stock or securities being herein referred to as "Convertible Securities") or (y) rights or options for the purchase of Additional Shares of Common Stock or Convertible Securities and if the Effective Price of such Additional Shares of Common Stock is less than the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or the Series D-2 Preferred Conversion Price, in each case the Company shall be deemed to have issued at the

time of the issuance of such rights or options or Convertible Securities the maximum number of Additional Shares of Common Stock issuable upon exercise or conversion thereof and to have received as consideration for the issuance of such shares an amount equal to the total amount of the consideration, if any, received by the Company for the issuance of such rights or options or Convertible Securities plus:

(A) in the case of such rights or options, the minimum amounts of consideration, if any, payable to the Company upon the exercise of such rights or options; and

(B) in the case of Convertible Securities, the minimum amounts of consideration, if any, payable to the Company upon the conversion thereof (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities); *provided* that if the minimum amounts of such consideration cannot be ascertained, but are a function of antidilution or similar protective clauses, the Company shall be deemed to have received the minimum amounts of consideration without reference to such clauses.

(C) if the minimum amount of consideration payable to the Company upon the exercise or conversion of rights, options or Convertible Securities is reduced over time or on the occurrence or non-occurrence of specified events other than by reason of antidilution adjustments, the Effective Price shall be recalculated using the figure to which such minimum amount of consideration is reduced; *provided further*, that if the minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities is subsequently increased, the Effective Price shall be again recalculated using the increased minimum amount of consideration payable to the Company upon the exercise or conversion of such rights, options or Convertible Securities.

(D) no further adjustment of the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, as adjusted upon the issuance of such rights, options or Convertible Securities, shall be made as a result of the actual issuance of Additional Shares of Common Stock or the exercise of any such rights or options or the conversion of any such Convertible Securities. If any such rights or options or the conversion privilege represented by any such Convertible Securities shall expire without having been exercised, the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, as adjusted upon the issuance of such rights, options or Convertible Securities shall be readjusted to the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, which would have been in effect had an adjustment been made on the basis that the only Additional Shares of Common Stock so issued were the Additional Shares of Common Stock, if any, actually issued or sold on the exercise of such rights or options or rights of conversion of such Convertible Securities, and such Additional Shares of Common Stock, if any, were issued or sold for the consideration actually received by the

Company upon such exercise, plus the consideration, if any, actually received by the Company for the granting of all such rights or options, whether or not exercised, plus the consideration actually received for issuing or selling the Convertible Securities actually converted, plus the consideration, if any, actually received by the Company (other than by cancellation of liabilities or obligations evidenced by such Convertible Securities) on the conversion of such Convertible Securities, *provided* that such readjustment shall not apply to prior conversions of Series Preferred.

For the purpose of making any adjustment to the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, required under this Section 5(i), "Additional Shares of Common Stock" shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(i) (including shares of Common Stock subsequently reacquired or retired by the Company), other than:

(a) shares of Common Stock issued upon conversion of the Series Preferred;

(b) shares of Common Stock issued to employees or directors of, or consultants to, the Company pursuant to a stock grant, stock option plan or stock purchase plan or other stock agreement or arrangement approved by the Board in an aggregate amount of not more than 5,218,536 shares or such higher number of shares as may be approved by the Board, appropriately adjusted for any stock split, stock dividend or other recapitalization effected after the filing date hereof; provided that any shares repurchased by the Company from employees, directors and consultants pursuant to the terms of stock repurchase agreements approved by the Board shall not, unless reissued, be counted as issued for purposes of this calculation;

(c) shares of Common Stock issued pursuant to the exercise of Convertible Securities outstanding as of the applicable Original Issue Date; and

(d) solely with respect to the shares of Series D Preferred Stock, shares of Common Stock issued or issuable pursuant to the exercise or conversion of Convertible Securities issued pursuant to the Purchase Agreement.

References to Common Stock in the preceding clauses (a), (b), (c) and (d) shall mean all shares of Common Stock issued by the Company or deemed to be issued pursuant to this Section 5(i). The "Effective Price" of Additional Shares of Common Stock shall mean the quotient determined by dividing the total number of Additional Shares of Common Stock issued or sold, or deemed to have been issued or sold by the Company under this Section 5(i), into the Aggregate Consideration received, or deemed to have been received by the Company for such issue under this Section 5(i), for such Additional Shares of Common Stock.

In the event that the Company issues or sells, or is deemed to have issued or sold, Additional Shares of Common Stock in a Qualifying Dilutive Issuance (the "First Dilutive Issuance"), then in the event that the Company issues or sells, or is deemed to have

issued or sold, Additional Shares of Common stock in a Qualifying Dilutive Issuance other than the First Dilutive Issuance (a "Subsequent Dilutive Issuance") pursuant to the same instruments as the First Dilutive Issuance, then and in each such case upon a Subsequent Dilutive Issuance the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, shall be reduced to the Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, that would have been in effect had the First Dilutive Issuance and each Subsequent Dilutive Issuance all occurred on the closing date of the First Dilutive Issuance.

(j) Certificate of Adjustment. In each case of an adjustment or readjustment of the Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, for the number of shares of Common Stock or other securities issuable upon conversion of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D-1 Preferred Stock or Series D-2 Preferred Stock, if the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D-1 Preferred Stock or Series D-2 Preferred Stock, respectively, is then convertible pursuant to this Section 5, the Company, at its expense, shall compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid, to each registered holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D-1 Preferred Stock or Series D-2 Preferred Stock at the holder's address as shown in the Company's books. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based, including a statement of (i) the consideration received or deemed to be received by the Company for any Additional Shares of Common Stock issued or sold or deemed to have been issued or sold, (ii) the Series A Preferred Conversion Price, Series B Preferred Conversion Price, Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price, Series C-2 Preferred Conversion Price, Series D-1 Preferred Conversion Price and/or Series D-2 Preferred Conversion Price, respectively, at the time in effect, (iii) the number of Additional Shares of Common Stock and (iv) the type and amount, if any, of other property which at the time would be received upon conversion of the Series Preferred.

(k) Notices of Record Date. Upon (i) any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, or (ii) any Acquisition (as defined in Section 4) or other capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company, any merger or consolidation of the Company with or into any other corporation, or any Asset Transfer (as defined in Section 4), or any voluntary or involuntary dissolution, liquidation or winding up of the Company, the Company shall mail to each holder of Series Preferred at least twenty (20) days prior to the

record date specified therein (or such shorter period approved by the holders of sixty-five percent (65%) of the outstanding Series Preferred) a notice specifying (A) the date on which any such record is to be taken for the purpose of such dividend or distribution and a description of such dividend or distribution, (B) the date on which any such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up is expected to become effective, and (C) the date, if any, that is to be fixed as to when the holders of record of Common Stock (or other securities) shall be entitled to exchange their shares of Common Stock (or other securities) for securities or other property deliverable upon such Acquisition, reorganization, reclassification, transfer, consolidation, merger, Asset Transfer, dissolution, liquidation or winding up.

(l) Automatic Conversion.

(i) Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective Series A Preferred Conversion Price immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company. Each share of Series B Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective Series B Preferred Conversion Price immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which (i) the per share price is at least \$9.01 (as adjusted for stock splits, dividends, recapitalizations and the like after the filing date hereof), and (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$15,000,000. Each share of Series C Preferred Stock, each share of Series C-1 Preferred Stock and each share of Series C-2 Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective Series C Preferred Conversion Price, Series C-1 Preferred Conversion Price or Series C-2 Preferred Conversion Price, as applicable, immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which (i) the per share price is at least \$11.00 (as adjusted for stock splits, dividends, recapitalizations and the like after the filing date hereof), and (ii) the gross cash proceeds to the Company (before underwriting discounts, commissions and fees) are at least \$30,000,000. Each share of Series D-1 Preferred Stock and each share of Series D-2 Preferred Stock shall automatically be converted into shares of Common Stock, based on the then-effective Series D-1 Preferred Conversion Price or Series D-2 Preferred Conversion Price, as applicable, immediately upon the closing of a firmly underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Company in which the gross cash proceeds to the Company (after underwriting discounts, commissions and fees) are at least thirty million dollars (\$30,000,000) and (ii) such public offering yields an IPO Pre-Money Value (as defined below) for the Company of at least two hundred fifty million dollars (\$250,000,000) (a "**Qualified IPO**"). For purposes of this Section 4(l)(i), "**IPO Pre-Money Value**" shall mean the product of (x) all shares of Common Stock that are outstanding at time of such determination (before giving effect to the issuance of any securities in connection with the subject public offering), plus all

shares of Common Stock issuable upon conversion of Convertible Securities then outstanding, multiplied by (y) the per share offering price of the Common Stock in such public offering. Upon such automatic conversion, any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(ii) Upon the occurrence of the applicable events specified in Section 5(l)(i) above, the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D-1 Preferred Stock and/or Series D-2 Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Company or its transfer agent; *provided, however*, that the Company shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series Preferred are either delivered to the Company or its transfer agent as provided below, or the holder notifies the Company or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series Preferred, the holders of such converted Series Preferred shall surrender the certificates representing such shares at the office of the Company or any transfer agent for the Series Preferred. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series Preferred surrendered were convertible on the date on which such automatic conversion occurred, and any declared and unpaid dividends shall be paid in accordance with the provisions of Section 5(d).

(m) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of Series Preferred. All shares of Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series Preferred by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Common Stock's fair market value (as determined by the Board) on the date of conversion.

(n) Reservation of Stock Issuable Upon Conversion. The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series Preferred, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series Preferred. If at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series Preferred, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

(o) Notices. Any notice required by the provisions of this Section 5 shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with verification of receipt. All notices shall be addressed to each holder of record at the address of such holder appearing on the books of the Company.

(p) Payment of Taxes. The Company will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issue or delivery of shares of Common Stock upon conversion of shares of Series Preferred, excluding any tax or other charge imposed in connection with any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the shares of Series Preferred so converted were registered.

6. NO REISSUANCE OF SERIES PREFERRED.

No shares or shares of Series Preferred acquired by the Company by reason of redemption, purchase, conversion or otherwise shall be reissued.

V.

A. No director of the Corporation shall have personal liability arising out of an action whether by or in the right of the Corporation or otherwise for monetary damages for breach of fiduciary duty as a director; *provided, however*, that the foregoing shall not limit or eliminate the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or any successor provision, (iv) for any transaction from which such director derived an improper personal benefit, or (v) acts or omissions occurring prior to the date of the effectiveness of this provision.

B. Furthermore, notwithstanding the foregoing provision, in the event that the DGCL is amended or enacted to permit further limitation or elimination of the personal liability of the director, the personal liability of the Corporation's directors shall be limited or eliminated to the fullest extent permitted by the applicable law. The liability of the directors of the Company for monetary damages shall be eliminated to the fullest extent under applicable law.

C. Any repeal or modification of this Article V shall only be prospective and shall not affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

VI.

For the management of the business and for the conduct of the affairs of the Company, and in further definition, limitation and regulation of the powers of the Company, of its directors and of its stockholders or any class thereof, as the case may be, it is further *provided* that:

A. The management of the business and the conduct of the affairs of the Company shall be vested in its Board. The number of directors which shall constitute the whole Board shall be fixed by the Board in the manner provided in the Bylaws, subject to any restrictions which may be set forth in this Fifth Amended and Restated Certificate of Incorporation. Notwithstanding the foregoing or anything in the Bylaws to the contrary, the number of directors which shall constitute the whole Board shall in no event be less than the maximum number of directors required in order for all nominees designated or that can be designated under the Voting Agreement (as defined below) for election to the Board to be elected or able to be elected to the Board. The term "Voting Agreement" shall mean that certain Third Amended and Restated Voting Agreement, dated on or about the date of the filing of this Fifth Amended and Restated Certificate of Incorporation, by and among the Company and certain stockholders of the Company that are parties thereto, as amended and in effect from time to time.

B. The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Company. The stockholders shall also have the power to adopt, amend or repeal the Bylaws of the Company; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the Company required by law or by this Fifth Amended and Restated Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Company.

C. The directors of the Company need not be elected by written ballot unless the Bylaws so provide.

* * * *

FOUR: This Fifth Amended and Restated Certificate of Incorporation has been duly approved by the Board of the Company.

FIVE: This Fifth Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of the Company in accordance with Section 228 of the General Corporation Law. This Fifth Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the stockholders of the Company.

IN WITNESS WHEREOF, Scynexis, Inc. has caused this Fifth Amended and Restated Certificate of Incorporation to be signed by its President this 11th day of December, 2013.

SCYNEXIS, INC.

Signature: /s/ Yves J. Ribeill
Yves J. Ribeill, President

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
SCYNEXIS, INC**

Yves J. Ribeill hereby certifies that:

ONE: The original name of this Corporation is Scyrex, Inc., that the date of filing the original Certificate of Incorporation of this Corporation with the Secretary of State of the State of Delaware was November 4, 1999, and that the name of the Corporation was changed to Scynexis Chemistry & Automation, Inc., by the filing of a Certificate of Amendment to the Certificate of Incorporation of this Corporation with the Secretary of State of the State of Delaware on April 14, 2000, and that the name of the Corporation was changed to Scynexis, Inc. by the filing of a Certificate of Amendment to the Certificate of Incorporation of this Corporation with the Secretary of State of the State of Delaware on June 5, 2002.

TWO: He is the duly elected and acting President of SCYNEXIS, Inc., a Delaware corporation.

THREE: The Certificate of Incorporation of this Corporation is hereby amended and restated to read as follows:

I.

The name of this Corporation is SCYNEXIS, Inc. (the "Corporation").

II.

The address of the registered office of this Corporation in the State of Delaware is 2711 Centreville Road, Suite 400, City of Wilmington, County of New Castle, Zip Code 19808, and the name of the registered agent of this Corporation in the State of Delaware at such address is Corporation Service Company.

III.

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the Delaware General Corporation Law ("DGCL").

IV.

A. This Corporation is authorized to issue two classes of stock to be designated, respectively, "**Common Stock**" and "**Preferred Stock**." The total number of shares which the Corporation is authorized to issue is 130,000,000 shares. 125,000,000 shares shall be Common Stock, each having a par value of \$0.001. 5,000,000 shares shall be Preferred Stock, each having a par value of \$0.001.

1.

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby expressly authorized to provide for the issue of all or any of the shares of the Preferred Stock in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designation, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issuance of such shares and as may be permitted by the DGCL. The Board of Directors is also expressly authorized to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the stock of the Corporation entitled to vote thereon, without a separate vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any certificate of designation filed with respect to any series of Preferred Stock.

C. Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; *provided, however*, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designation filed with respect to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon by law or pursuant to this Certificate of Incorporation (including any certificate of designation filed with respect to any series of Preferred Stock).

V.

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation, of its directors and of its stockholders or any class thereof, as the case may be, it is further provided that:

A.

1. MANAGEMENT OF THE BUSINESS. The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors which shall constitute the Board of Directors shall be fixed exclusively by resolutions adopted by a majority of the authorized number of directors constituting the Board of Directors.

2. BOARD OF DIRECTORS

2.

a. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors shall be elected at each annual meeting of stockholders for a term of one year. Each director shall serve until his successor is duly elected and qualified or until his earlier death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

b. No stockholder entitled to vote at an election for directors may cumulate votes to which such stockholder is entitled unless required by applicable law at the time of such election.

3. REMOVAL OF DIRECTORS

a. The Board of Directors or any individual director may be removed from office at any time (a) with cause by the affirmative vote of the holders of a majority of the voting power of all the then-outstanding shares of capital stock of the Corporation, entitled to vote generally at an election of directors or (b) without cause by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all the then-outstanding shares of the capital stock of the Corporation entitled to vote generally at an election of directors.

4. **VACANCIES.** Subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors, shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders and except as otherwise provided by applicable law, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified.

B.

1. **BYLAW AMENDMENTS.** The Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the Corporation. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation; *provided, however*, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class shall be required to adopt, amend or repeal any provision of the Bylaws of the Corporation.

2. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

3.

3. No action shall be taken by the stockholders of the Corporation except at an annual or special meeting of stockholders called in accordance with the Bylaws; no action shall be taken by the stockholders by written consent or electronic transmission.

4. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation.

VI.

A. The liability of the directors for monetary damages shall be eliminated to the fullest extent under applicable law.

B. To the fullest extent permitted by applicable law, the Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Corporation (and any other persons to which applicable law permits the Corporation to provide indemnification) through Bylaw provisions, agreements with such agents or other persons, vote of stockholders or disinterested directors or otherwise in excess of the indemnification and advancement otherwise permitted by such applicable law. If applicable law is amended after approval by the stockholders of this Article VI to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director to the Corporation shall be eliminated or limited to the fullest extent permitted by applicable law as so amended.

C. Any repeal or modification of this Article VI shall be prospective and shall not affect the rights under this Article VI in effect at the time of the alleged occurrence of any act or omission to act giving rise to liability or indemnification.

VII.

A. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, except as provided in paragraph B. of this Article VII, and all rights conferred upon the stockholders herein are granted subject to this reservation.

B. Notwithstanding any other provisions of this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of the Corporation required by law or by this Certificate of Incorporation or any certificate of designation filed with respect to a series of Preferred Stock, the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to alter, amend or repeal Articles V, VI, and VII.

* * * *

FOUR: This Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation.

FIVE: This Amended and Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 228 of the DGCL. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of Sections 242 and 245 of the DGCL by the stockholders of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on _____, 2014.

Yves J. Ribeill
President and Chief Executive Officer

1.

AMENDED AND RESTATED

BYLAWS

OF

SCYNEXIS, INC.

ARTICLE I

OFFICES

1. Principal Office. The principal office of the Corporation shall be located in Durham County, North Carolina or such other place as is designated by the Board of Directors.

2. Registered Office. The registered office of the Corporation required by law to be maintained in the State of Delaware may be, but need not be, identical with the principal office.

3. Other Offices. The Corporation may have offices at such other places, either within or without the State of Delaware, as the Board of Directors may from time to time determine or as the affairs of the Corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

1. Place of Meetings. All meetings of stockholders shall be held at the principal office of the Corporation or at such other place, either within or without the State of Delaware, as shall be designated in the notice of the meeting or agreed upon by the Board of Directors.

2. Annual Meeting. Unless directors are elected by written consent in lieu of an annual meeting, the annual meeting of the stockholders shall be held at the principal office of the Corporation during the month of April of each year on any day in that month (except a Saturday, Sunday or a legal holiday) and at such time as is determined by the Board of Directors, for the purpose of electing Directors of the Corporation and for the transaction of such other business as may be properly brought before the meeting.

3. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by these Bylaws, a substitute annual meeting may be called in accordance with the provisions of Section 4 of this Article II. A meeting so called shall be designated and treated for all purposes as the annual meeting. The shares represented at such substitute annual meeting, either in person or by proxy, and entitled to vote thereat, shall constitute a quorum for the purpose of such meeting.

4. Special Meetings. Special meetings of the stockholders may be called at any time by the President, the Secretary or the Board of Directors of the Corporation, or by any stockholder pursuant to the written request of the holders of not less than one-tenth (1/10) of all the shares entitled to vote at the meeting.

5. Notice of Meetings.

(a) Written or printed notice stating the time and place of the meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date thereof, either personally or by mail, by or at the direction of the Board of Directors, President, Secretary or other person calling the meeting, to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the stockholder at such stockholder's address as it appears on the record of stockholders of the Corporation, with postage thereon prepaid.

(b) In the case of an annual or substitute annual meeting, the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter, other than election of Directors, on which the vote of the stockholders is expressly required by the provisions of the Delaware Corporation Law. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

(c) When a meeting is adjourned for thirty (30) days or more, or when a new record date is fixed after the adjournment for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting. When a meeting is adjourned for less than thirty (30) days in any one adjournment and a new record date is not fixed, it is not necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which the adjournment is taken.

6. Voting Lists. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notices of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders and of the number of shares held by each such stockholder.

7. Quorum.

(a) Unless otherwise provided by law, the holders of a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. When a quorum is present at the original meeting, any business which might have been transacted at the original meeting may be transacted at an adjourned meeting, even when a quorum is not present. In the absence of a quorum at the opening of any meeting of stockholders, such meeting may be adjourned from time to time by the Board of Directors or the

vote of a majority of the shares voting on the motion to adjourn, but no other business may be transacted until and unless a quorum is present. If later a quorum is present at an adjourned meeting, then any business may be transacted which might have been transacted at the original meeting.

(b) The stockholders at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of sufficient stockholders to leave less than a quorum.

8. Voting of Shares.

(a) Unless otherwise provided in the Certificate of Incorporation, each outstanding share having voting rights shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders.

(b) Except in the election of Directors, when a quorum is present at any meeting, the vote of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter, shall be the act of the stockholders on that matter, unless a vote by a greater number is required by law or by the charter or Bylaws of the Corporation.

(c) Voting on all matters except the election of Directors shall be by voice vote or by a show of hands unless the holders of one-tenth (1/10) of the shares represented at the meeting shall, prior to the voting on any matter, demand a ballot vote on that particular matter.

(d) Shares of its own stock owned by the Corporation, directly or indirectly, through a subsidiary or otherwise, shall not be voted and shall not be counted in determining the total number of shares entitled to vote; except that shares held in a fiduciary capacity may be voted and shall be counted to the extent provided by law.

9. Proxies. Shares may be voted either in person or by one or more agents authorized by a written proxy executed by the stockholder or by such stockholder's duly authorized attorney-in-fact. A proxy is not valid after the expiration of three years from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force, or limits its use to a particular meeting.

10. Inspectors of Election.

(a) **Appointment of Inspectors of Election.** In advance of any meeting of stockholders, the Board of Directors may appoint any persons, other than nominees for office, as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, the chairman of any such meeting may appoint inspectors of election at the meeting. The number of inspectors shall be either one or three. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the Board of Directors in advance of the meeting or at the meeting by the person acting as chairman.

(b) Duties of Inspectors. The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all stockholders. The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical.

(c) Vote of Inspectors. If there are three inspectors of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

(d) Report of Inspectors. On request of the chairman of the meeting, the inspectors shall make a report in writing of any challenge or question or matter determined by them and shall execute a certificate of any fact found by them. Any report or certificate made by them shall be a prima facie evidence of the facts stated therein.

11. Informal Action by Stockholders.

(a) Any action which is required or permitted to be taken at a meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed and dated by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Such signed and dated consent must be filed with the Secretary of the Corporation to be kept in the Corporate minute book, whether done before or after the action so taken, but in no event later than sixty (60) days after the earliest dated consent delivered in accordance with this section. Delivery made to the Secretary of the Corporation shall be by hand or by certified or registered mail, return receipt requested. When corporate action is taken without a meeting by less than unanimous written consent, prompt notice shall be given to those stockholders who have not consented in writing.

(b) Stockholders may act by written consent to elect directors; *provided, however*, that, if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

ARTICLE III DIRECTORS

1. General Powers. The business and affairs of the Corporation shall be managed by the Board of Directors or by such committees as the Board may establish pursuant to these Bylaws.

2. Number, Term and Qualification. The number of Directors of the Corporation shall be not less than Five (5) nor more than Seven (7) as may be fixed or changed from time to time, within the minimum and maximum, by the stockholders or by the Board of Directors. Each Director shall hold office until such Director's death, resignation, retirement, removal, disqualification, or such Director's successor is elected and qualifies. Directors need not be residents of the State of Delaware or stockholders of the Corporation.

3. Election of Directors. Except as provided in Section 5 of this Article III and unless directors are elected by written consent in lieu of an annual meeting, the Directors shall be elected at the annual meeting of stockholders. Those persons who receive the highest number of votes shall be deemed to have been elected. Unless otherwise provided in the Certificate of Incorporation, election of Directors shall be by written ballot.

4. Removal. Directors may be removed from office with or without cause by a vote of stockholders holding a majority of the outstanding shares entitled to vote at an election of Directors. If a director is elected by a voting group of stockholders, only the stockholders of that voting group may participate in the vote to remove him. If any Directors are so removed, new Directors may be elected at the same meeting.

5. Vacancies. A vacancy occurring in the Board of Directors, including, without limitation, a vacancy created by an increase in the authorized number of Directors or resulting from the stockholders' failure to elect the full authorized number of Directors, may be filled by the Board of Directors or if the Directors remaining in office constitute less than a quorum of the Directors, they may fill the vacancy by the affirmative vote of a majority of all remaining Directors or by the sole remaining Director. If the vacant office was held by a Director elected by a voting group, only the remaining Director or Directors elected by that voting group or the holders of shares of that voting group are entitled to fill the vacancy. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office. The stockholders may elect a Director at any time to fill any vacancy not filled by the Directors.

6. Compensation. The Board of Directors may provide for the compensation of Directors for their services as such and may provide for the payment of any and all expenses incurred by the Directors in connection with such services.

7. Committees.

(a) The Board of Directors, by resolution adopted by a majority of the number of Directors then in office, may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (a) adopting, amending or repealing any bylaw of the Corporation or (b) approving or adopting, or recommending to the stockholders any action or matter expressly required by law to be submitted to stockholders for

approval. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the conduct of its business by the Board of Directors.

(b) Any resolutions adopted or other action taken by any such committee within the scope of the authority delegated to it by the Board of Directors shall be deemed for all purposes to be adopted or taken by the Board of Directors. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility or liability imposed upon it or him by law.

(c) If a committee member is absent or disqualified, the qualified members present at a meeting, even if not a quorum, may unanimously appoint another Board of Directors member to act in the absent or disqualified member's place.

(d) Regular meetings of any such committee may be held without notice at such time and place as such committee may fix from time to time by resolution. Special meetings of any such committee may be called by any member thereof upon not less than two day's notice stating the place, date and hour of such meeting, which notice may be given by any usual means of communication. Any member of a committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a committee meeting need not state the business proposed to be transacted at the meeting.

(e) A majority of the members of any such committee shall constitute a quorum for the transaction of business at any meeting thereof, and actions of such committee must be authorized by the affirmative vote of a majority of the members of such committee.

(f) Any member of any such committee may be removed at any time with or without cause by resolution adopted by a majority of the Board of Directors.

(g) Any such committee shall elect a presiding officer from among its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

ARTICLE IV MEETINGS OF DIRECTORS

1. Regular Meetings. If an annual meeting of the stockholders is convened, a regular meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of stockholders. In addition, the Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings.

2. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board (if one has been duly elected), the President or any two Directors.

3. Notice of Meetings.

(a) Regular meetings of the Board of Directors may be held without notice.

(b) The person or persons calling a special meeting of the Board of Directors shall, at least two days before the meeting, give notice thereof by any usual means of communication. Such notice or waiver of notice shall specify the business to be transacted at, or the purpose of, the meeting that is called. Notice of an adjourned meeting need not be given if the time and place are fixed at the meeting adjourning and if the period of adjournment does not exceed ten (10) days in any one adjournment.

(c) A Director may waive notice of any meeting. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4. Quorum. A majority of the Directors then constituting the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

5. Manner of Acting.

(a) The act of a majority of the Directors then in office shall be the act of the Board of Directors, unless a greater number is required by law, the charter of the Corporation, or a Bylaw adopted by the stockholders.

(b) A Director of the Corporation, who is present at a meeting of the Board of Directors at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless such Director's contrary vote is recorded or such Director's dissent is otherwise entered in the minutes of the meeting or unless he or she shall file such Director's written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right of dissent shall not apply to a Director who voted in favor of such action.

6. Action By Consent. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

7. Attendance by Telephone. Any one or more Directors or members of a committee may participate in a meeting of the Board or committee by means of a conference telephone or similar communications device which allows all persons participating in the

meeting to hear each other, and such participation in the meeting shall be deemed presence in person at such meeting.

ARTICLE V OFFICERS

1. Number. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Board of Directors may from time to time elect. Any two or more offices, other than that of President and Secretary, may be held by the same person. In no event, however, may an officer act in more than one capacity where action of two or more officers is required.

2. Election and Term. The officers of the Corporation shall be elected by the Board of Directors. Such election may be held at any regular or special meeting of the Board or without a meeting by consent as provided in Article IV, Section 6 of these Bylaws. Each officer shall hold office until such officer's death, resignation, retirement, removal, disqualification, or such officer's successor is elected and qualifies.

3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause; but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. Compensation. The compensation of all officers of the Corporation shall be fixed by the Board of Directors.

5. President. The President shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall supervise and control the management of the Corporation in accordance with these Bylaws. He shall, in the absence of a Chairman of the Board of Directors, preside at all meetings of the Board of Directors and stockholders. He shall sign, with any other proper officer, certificates for shares of the Corporation and any deeds, mortgages, bonds, contracts, or other instruments which may be lawfully executed on behalf of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be delegated by the Board of Directors to some other officer or agent; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

6. Vice Presidents. The Vice Presidents, in the order of their appointment, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the President or the Board of Directors shall prescribe. The Board of Directors may designate one or more Vice Presidents to be responsible for certain functions, including, without limitation, Marketing, Finance, Manufacturing and Personnel.

7. Secretary. The Secretary shall keep accurate records of the acts and proceedings of all meetings of stockholders, Directors and committees. He or she shall give all notices

required by law and by these Bylaws. He or she shall have general charge of the corporate books and records and of the corporate seal, and he or she shall affix the corporate seal to any lawfully executed instrument requiring it. He or she shall have general charge of the stock transfer books of the Corporation and shall keep, at the registered or principal office of the Corporation, a record of stockholders showing the name and address of each stockholder and the number and class of the shares held by each. He or she shall sign such instruments as may require his/her signature, and, in general, attest the signature or certify the incumbency or signature of any other officer of the Corporation and shall perform all duties incident to the office of Secretary and such other duties as may be assigned him from time to time by the President or by the Board of Directors.

8. Treasurer. The Treasurer shall have custody of all funds and securities belonging to the Corporation and shall receive, deposit or disburse the same under the direction of the Board of Directors. He or she shall keep full and accurate accounts of the finances of the Corporation in books especially provided for that purpose, which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flows for the year unless that information appears elsewhere in the financial statements. If financial statements are prepared for the Corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis. The Treasurer shall, in general, perform all duties incident to his/her office and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

9. Assistant Secretaries and Treasurers. The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, perform the respective duties and exercise the respective powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or by the Board of Directors.

10. Controller and Assistant Controllers. The Controller, if one has been appointed, shall have charge of the accounting affairs of the Corporation and shall have such other powers and perform such other duties as the Board of Directors shall designate. Each Assistant Controller shall have such powers and perform such duties as the President may be assigned by the Board of Directors, and the Assistant Controllers shall exercise the powers of the Controller during that officer's absence or inability to act.

11. Bonds. The Board of Directors, by resolution, may require any or all officers, agents and employees of the Corporation to give bond to the Corporation, with sufficient sureties, conditioned on the faithful performance of the duties of their respective offices or positions, and to comply with such other conditions as may from time to time be required by the Board of Directors.

**ARTICLE VI
CONTRACTS, LOANS AND DEPOSITS**

1. Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

3. Checks and Drafts. All checks, drafts or other orders for the payment of money issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such depository or depositories as the Board of Directors shall direct.

**ARTICLE VII
CERTIFICATES FOR SHARES AND OTHER TRANSFERS**

1. Certificates for Shares. Certificates representing shares of the Corporation shall be issued, in such form as the Board of Directors shall determine, to every stockholder for the fully paid shares owned by him. These certificates shall be signed by the President or any Vice President or a person who has been designated as the chief executive officer of the Corporation and by the Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and sealed with the seal of the Corporation or a facsimile thereof. The signatures of any such officers upon a certificate may be facsimiles or may be engraved or printed or omitted if the certificate is countersigned by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile or other signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer at the date of its issue. The certificates shall be consecutively numbered or otherwise identified; and the name and address of the persons to whom they are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the Corporation.

2. Transfer of Shares. Transfer of shares shall be made on the stock transfer books of the Corporation only upon surrender of the certificates for the shares sought to be transferred by the record holder thereof or by such holder's duly authorized agent, transferee or legal representative. All certificates surrendered for transfer shall be canceled before new certificates for the transferred shares shall be issued.

3. Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents and one or more registrars of transfer and may require all stock certificates to be signed or countersigned by the transfer agent and registered by the registrar of transfers.

4. Restrictions on Transfer.

(a) No stockholder or involuntary transferee shall dispose of or transfer any shares of the Corporation which such stockholder now owns or may hereafter acquire except as set forth in this Section 4. Any purported transfer or disposition of shares in violation of the terms of this Section 4 shall be void and have no legal force or effect and shall not be recognized on the share transfer books of the Corporation as effective and the Corporation shall not recognize or give any effect to such transaction.

(b) An individual stockholder shall be free to transfer, during such stockholder's lifetime or by testamentary transfer, any or all of such stockholder's shares of the Corporation to such stockholder's spouse, any of such stockholder's children, grandchildren or direct lineal descendants, whether by blood or by adoption, spouses of such issue, parents, siblings, or direct lineal descendants, whether by blood or by adoption, of such siblings or a trust or family limited partnership for the sole benefit of those persons or any of them, a Section 501(c)(3) organization or a non-profit foundation or other non-profit organization; and a stockholder which is a partnership, corporation or limited liability company shall be free to transfer any or all of its shares of the Corporation to its partners, stockholders or members, respectively, if there is no consideration for such transfer; but, in case of any such transfer, the transferee shall be bound by all the terms of this provision and no further transfer of such shares shall be made by such transferee except back to the stockholder who originally owned them or except in accordance with the provisions of this Section 4 of Article VII.

(c) Any stockholder, or transferee of such stockholder, who wishes to transfer all or any part of such stockholder's shares of the Corporation (hereinafter "offeror"), other than as permitted in subparagraph (c) above, first shall submit a written offer to sell such shares to the Corporation at the same price per share and upon the same terms and conditions offered by a bona fide prospective purchaser of such shares. Such written offer to the Corporation shall continue to be a binding offer to sell until: (1) rejected by the Corporation; or (2) the expiration of a period of thirty (30) days after delivery of such written offer to the Corporation, whichever shall first occur.

(d) Every written offer submitted in accordance with the provisions of this Section 4 shall specifically name the person to whom the offeror intends to transfer the shares, the number of shares which such offeror intends so to transfer to each person and the price per share and other terms upon which each intended transfer is to be made. Upon the termination of all such written offers, the offeror shall be free to transfer, for a period of three (3) months thereafter, any unpurchased shares to the persons so named at the price per share and upon the other terms and conditions so named, provided that any such transferee of those shares shall thereafter be bound by all the provisions of these Bylaws.

(e) Every written offer submitted to the Corporation shall be deemed to have been delivered when delivered to the principal office of the Corporation or if and when sent by

prepaid certified mail, or delivered by hand to the President of the Company at the principal office of the Corporation.

(f) If any consideration to be received by the offeror for the shares offered is property other than cash, then the price per share shall be measured to the extent of the fair market value of such noncash consideration.

(g) The provisions contained herein shall not apply to the pledge of any shares of the Corporation as collateral for a loan but shall apply to the sale or other disposition of shares under any such pledge.

(h) The restrictions set forth in this Section 4 shall terminate upon the closing of a public offering of securities of the Corporation registered under the Securities Act of 1933, as amended.

(i) Every certificate representing shares of the Corporation shall bear the following legend prominently displayed:

“The shares represented by this certificate, and the transfer thereof, are subject to the restrictions on transfer provisions of the Bylaws of the Corporation, a copy of which is on file in, and may be examined at, the principal office of the Corporation.”

(j) The provisions of this Section 4 of Article VII restricting the transfer of shares of capital stock of the Corporation shall not apply to the transfer of Series B Preferred Stock or Series C Preferred Stock (collectively, the “*Preferred Stock*”), or to Common Stock issued or issuable upon conversion of the Preferred Stock or any Common Stock issued as a dividend or other distribution with respect to, or in exchange or in replacement of such shares of Preferred Stock or Common Stock unless such transfer is to a person or entity that the Board of Directors of the Corporation reasonably determines to be a competitor of the Corporation (in which case the provisions of Section 4 of Article VII shall fully apply).

5. Closing Transfer Books and Fixing Record Date.

(a) For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, such record date shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. Such determination of stockholders of record shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) For the purpose of determining the stockholders entitled to consent w corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten (10) days after the

date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, such record date, when no prior action by the Board of Directors is required by this chapter, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is filed with the Secretary of the Corporation. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware Corporation Law, such record date shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) For the purpose of determining the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

6. Lost Certificates. The Board of Directors may authorize the issuance of a new share certificate in place of a certificate claimed to have been lost or destroyed, upon receipt of an affidavit of such fact from the person claiming the loss or destruction. When authorizing such issuance of a new certificate, the Board may require the claimant to give the Corporation a bond in such sum as it may direct to indemnify the Corporation against loss from any claim with respect to the certificate claimed to have been lost or destroyed; or the Board may, by resolution reciting that the circumstances justify such action, authorize the issuance of the new certificate without requiring such a bond.

7. Holder of Record. The Corporation may treat as absolute owner of the shares the person in whose name the shares stand of record on its books just as if that person had full competency, capacity, and authority to exercise all rights of ownership irrespective of any knowledge or notice to the contrary or any description indicating a representative, pledge or other fiduciary relation or any reference to any other instrument or to the rights of any other person appearing upon its record or upon the share certificate except that any person furnishing to the Corporation proof of his/her appointment as a fiduciary shall be treated as if he or she were a holder of record of the Corporation's shares.

8. Treasury Shares. Treasury shares of the Corporation shall consist of such shares as have been issued and thereafter acquired but not canceled by the Corporation. Treasury shares shall not carry voting or dividend rights, except rights in share dividends.

**ARTICLE VIII
INDEMNIFICATION AND REIMBURSEMENT
OF DIRECTORS AND OFFICERS**

1. Indemnification for Expenses and Liabilities. Any person who at any time serves or has served (i) as a director, officer, employee or agent of the Corporation, (ii) at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or (iii) at the request of the Corporation as a trustee or administrator under an employee benefit plan, or is called as a witness at a time when he or she has not been made a named defendant or respondent to any Proceeding, shall have a right to be indemnified by the Corporation to the fullest extent from time to time permitted by law against Liability and Expenses in any Proceeding (including without limitation a Proceeding brought by or on behalf of the Corporation itself) arising out of his or her status as such or activities in any of the foregoing capacities.

The Board of Directors of the Corporation shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification required by this provision, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him or her.

Any person who at any time serves or has served in any of the aforesaid capacities for or on behalf of the Corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the rights provided for herein. Any repeal or modification of these indemnification provisions shall not affect any rights or obligations existing at the time of such repeal or modification. The rights provided for herein shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from this provision.

The rights granted herein shall not be limited by the provisions contained in Section 145 of the Delaware Corporation Law or any successor to such statute.

2. Advance Payment of Expenses. The Corporation shall (upon receipt of an undertaking by or on behalf of the director, officer, employee or agent involved to repay the Expenses described herein unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation against such Expenses) pay Expenses incurred by such director, officer, employee or agent in defending a Proceeding or appearing as a witness at a time when he or she has not been named as a defendant or a respondent with respect thereto in advance of the final disposition of such Proceeding.

3. Insurance. The Corporation shall have the power to purchase and maintain insurance (on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise or as a trustee or administrator under an employee benefit plan) against any liability asserted against him or her and incurred by him or her in any such capacity, or arising

out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

4. Definitions. The following terms as used in this Article shall have the following meanings. "Proceeding" means any threatened, pending or completed action, suit, or proceeding and any appeal therein (and any inquiry or investigation that could lead to such action, suit, or proceeding), whether civil, criminal, administrative, investigative or arbitrative and whether formal or informal. "Expenses" means expenses of every kind, including counsel fees. "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), reasonable expenses incurred with respect to a Proceeding, and all reasonable expenses incurred in enforcing the indemnification rights provided herein. "Director," "officer," "employee" and "agent" include the estate or personal representative of a director, officer, employee or agent. "Corporation" shall include any domestic or foreign predecessor of this Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

ARTICLE IX GENERAL PROVISIONS

1. Dividends. The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and by its charter.

2. Seal. The corporate seal shall have the name of the corporation inscribed thereon and shall be in such form of as may be approved from time to time by the Board of Directors. Such seal may be an impression or stamp and may be used by the officers of the Corporation by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced. In addition to any form of seal adopted by the Board of Directors, the officers of the Corporation may use as the corporate seal a seal in the form of a circle containing the name of the Corporation and the state of its incorporation (or an abbreviation thereof) on the circumference and the word "Seal" in the center.

3. Waiver of Notice. Whenever any notice is required to be given to any stockholder or Director under the provisions of the Delaware Corporation Law or under the provisions of the charter or Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

4. Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

5. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device; provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

6. Amendments. Except as otherwise provided herein or in the Certificate of Incorporation, these Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of stockholders entitled to exercise a majority of voting power of the Corporation, or, if the Certificate of Incorporation of the Corporation so permits, by the affirmative vote of a majority of the Directors then holding office at any regular or special meeting of the Board of Directors or by unanimous written consent.

No Bylaw adopted or amended by the stockholders may be altered or repealed by the Board of Directors, except to the extent that such Bylaw provision expressly authorizes its amendment or repeal by the Board of Directors. Section 4 of Article VII may not be amended without the affirmative vote or written consent of not less than 75% of the then outstanding shares of capital stock of the Corporation.

All terms used in these Bylaws shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

THIS IS TO CERTIFY that the above Bylaws were duly adopted by the Board of Directors of the Corporation by action taken, without a meeting, effective June 19, 2002.

/s/ Fred D. Hutchison

Fred D. Hutchison, Secretary

**AMENDMENT TO BYLAWS
OF
SCYNEXIS, INC.**
Effective as of October 14, 2004

1. Section 4G) of Article VII is hereby amended by deleting such section in its entirety and substituting the following section in lieu thereof:

“(j) The provisions of this Section 4 of Article VII restricting the transfer of shares of capital stock of the Corporation shall not apply to the transfer of Series B Preferred Stock, Series C Preferred Stock or Series C-1 Preferred Stock (collectively, the “***Preferred Stock***”), or to Common Stock issued or issuable upon conversion of the Preferred Stock or any Common Stock issued as a dividend or other distribution with respect to, or in exchange or in replacement of such shares of Preferred Stock or Common Stock unless such transfer is to a person or entity that the Board of Directors of the Corporation reasonably determines to be a competitor of the Corporation (in which case the provisions of Section 4 of Article VII shall fully apply).”

**AMENDMENTS TO
AMENDED AND RESTATED BYLAWS
OF
SCYNEXIS, INC.
(Effective as of March 6, 2008)**

Amendment 1. Section 4(j) of Article VII is hereby amended by deleting such Section in its entirety and substituting the following Section in lieu thereof:

“(j) The provisions of this Section 4 of Article VII restricting the transfer of shares of capital stock of the Corporation shall not apply to the transfer of Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock or Series C-2 Preferred Stock (collectively, the “*Preferred Stock*”), or to Common Stock issued or issuable upon conversion of the Preferred Stock or any Preferred Stock or Common Stock issued as a dividend or other distribution with respect to, or in exchange or in replacement of such shares of Preferred Stock or Common Stock unless such transfer is to a person or entity that the Board of Directors of the Corporation reasonably determines to be a competitor of the Corporation (in which case the provisions of Section 4 of Article VII shall fully apply).”

Amendment 2. Article VIII is hereby amended by deleting such Article in its entirety and substituting the following Article in lieu thereof.

**“ARTICLE VIII
INDEMNIFICATION AND REIMBURSEMENT
OF DIRECTORS AND OFFICERS**

1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (“*Proceeding*”), by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law (the “*DGCL*”), as the same exists or may hereafter be amended, (but; in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and loss including attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; *provided, however*, that the Corporation shall indemnify any such person seeking indemnity in

connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit or proceeding (or part thereof) was authorized by the board of directors of the Corporation. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such Proceeding in advance of its final disposition; *provided, however*, that the payment of such expenses incurred by a director or officer of the Corporation in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of such Proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Section or otherwise.

2. Right Of Claimant To Bring Suit. If a claim under Section 1 is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to this Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

3. Permissive Indemnification. The Corporation shall be authorized to indemnify to the fullest extent permitted by the DGCL any individual made or threatened to be made a party to any Proceeding because he or she was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such Proceeding, in each case to the maximum extent permitted by, and in the manner provided by the DGCL, if he or she acted in a manner he or she believed in good faith to be in or not opposed to the best interests of the Corporation and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

4. Non-Exclusivity Of Rights. The rights conferred on any person by this Article VIII shall not be exclusive of any other right which such persons: may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

5. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

6. Amendment or Repeal. Any repeal or modification of the forgoing provisions of this Article VIII shall not adversely affect any right or protection hereunder or any person in respect of any act or omission occurring prior to the time of such repeal or modification.”

Amendment 3. Section 2 of Article III is hereby amended by deleting such Section in its entirety and substituting the following Section in lieu thereof:

“2. **Number, Term and Qualification.** The number of Directors of the Corporation shall be not less than Five (5) nor more than Eight (8) as may be fixed or changed from time to time, within the minimum and maximum, by the stockholders or by the Board of Directors. Each Director shall hold office until such Director’s death, resignation, retirement, removal, disqualification, or such Director’s successor is elected and qualifies. Directors need not be residents of the State of Delaware or stockholders of the Corporation.”

**AMENDMENT No.2 TO
AMENDED AND RESTATED BYLAWS
OF
SCYNEXIS, INC.
(Effective as of December 6, 2011)**

Amendment 1. Section 4(j) of Article VII is hereby amended by deleting such Section in its entirety and substituting the following Section in lieu thereof:

“(j) The provisions of this Section 4 of Article VII restricting the transfer of shares of capital stock of the Corporation shall not apply to the transfer of Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock, Series C-2 Preferred Stock, Series D-1 Preferred Stock or Series D-2 Preferred Stock (collectively, the “*Preferred Stock*”), or to Common Stock issued or issuable upon conversion of the Preferred Stock or any Warrants issued by the Company or any Preferred Stock or Common Stock issued as a dividend or other distribution with respect to, or in exchange or in replacement of such shares of Preferred Stock or Common Stock unless such transfer is to a person or entity that the Board of Directors of the Corporation reasonably determines to be a competitor of the Corporation (in which case the provisions of Section 4 of Article VII shall fully apply).”

Amendment 2. Section 2 of Article III is hereby amended by deleting such Section in its entirety and substituting the following Section in lieu thereof:

“**2. Number, Term and Qualification.** The number of Directors of the Corporation shall be not less than Five (5) nor more than Nine (9) as may be fixed or changed from time to time, within the minimum and maximum, by the stockholders or by the Board of Directors. Each Director shall hold office until such Director’s death, resignation, retirement, removal, disqualification, or such Director’s successor is elected and qualifies. Directors need not be residents of the State of Delaware or stockholders of the Corporation.”

AMENDED & RESTATED BYLAWS

OF

SCYNEXIS, INC.
(A DELAWARE CORPORATION)

AMENDED AND RESTATED BYLAWS

OF

**SCYNEXIS, INC.
(A DELAWARE CORPORATION)**

ARTICLE I

OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. Other Offices. The corporation shall also have and maintain an office or principal place of business at such place as may be fixed by the Board of Directors, and may also have offices at such other places, both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

CORPORATE SEAL

Section 3. Corporate Seal. The Board of Directors may adopt a corporate seal. The corporate seal shall consist of a die bearing the name of the corporation and the inscription, "Corporate Seal-Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE III

STOCKHOLDERS' MEETINGS

Section 4. Place Of Meetings. Meetings of the stockholders of the corporation may be held at such place, either within or without the State of Delaware, as may be determined from time to time by the Board of Directors. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication as provided under the Delaware General Corporation Law ("**DGCL**").

Section 5. Annual Meetings.

(a) The annual meeting of the stockholders of the corporation, for the purpose of election of directors and for such other business as may lawfully come before it, shall be held on such date and at such time as may be designated from time to time by the Board of Directors. Nominations of persons for election to the Board of Directors of the corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of

stockholders: (i) pursuant to the corporation's notice of meeting of stockholders; (ii) by or at the direction of the Board of Directors; or (iii) by any stockholder of the corporation who was a stockholder of record at the time of giving the stockholder's notice provided for in the following paragraph, who is entitled to vote at the meeting and who complied with the notice procedures set forth in Section 5; provided, however, that clause (iii) above shall be the exclusive means for a stockholder to make nominations and submit other business (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "1934 Act") and included in the corporation's notice of meeting of stockholders) before an annual meeting of stockholders.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of Section 5(a) of these Bylaws, (i) the stockholder must have given timely notice thereof in writing to the Secretary of the corporation, (ii) such other business must be a proper matter for stockholder action under DGCL, (iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the corporation with a Solicitation Notice (as defined in clause (iii) of the last sentence of this Section 5(b)), such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the corporation's voting shares reasonably believed by such stockholder or beneficial owner to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice, and (iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section 5. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day nor earlier than the close of business on the one hundred twentieth (120th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting or the tenth (10th) day following the day on which public announcement of the date of such meeting is first made. In no event shall the public announcement of an adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above. Such stockholder's notice shall set forth: (A) as to each person whom the stockholder proposed to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the 1934 Act and Rule 14a-4(d) thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); (B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons

for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the corporation's books, and of such beneficial owner, (ii) the class and number of shares of the corporation which are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of the proposal, at least the percentage of the corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

(c) Notwithstanding anything in the third sentence of Section 5(b) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board of Directors of the Corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the corporation at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 5 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the corporation.

(d) Only such persons who are nominated in accordance with the procedures set forth in this Section 5 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 5. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made, or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

(e) Notwithstanding the foregoing provisions of this Section 5, in order to include information with respect to a stockholder proposal in the proxy statement and form of proxy for a stockholders' meeting, a stockholder must also comply with all applicable requirements of the 1934 Act and the rules and regulations thereunder with respect to matters set forth in this Section 5. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the 1934 Act.

(f) For purposes of this Section 5, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the 1934 Act.

Section 6. Special Meetings.

(a) Special meetings of the stockholders of the corporation may be called, for any purpose or purposes, by (i) the Chairman of the Board of Directors, (ii) the Chief Executive Officer, or (iii) the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board of Directors for adoption).

(b) The Board of Directors shall determine the time and place of such special meeting. Upon determination of the time and place of the meeting, the Secretary shall cause a notice of meeting to be given to the stockholders entitled to vote, in accordance with the provisions of Section 7 of these Bylaws. No business may be transacted at such special meeting otherwise than specified in the notice of meeting. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Board of Directors may be held.

(c) Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the corporation who is a stockholder of record at the time of giving notice provided for in this paragraph who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in Section 5 of these Bylaws. In the event the corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the corporation's notice of meeting, if the stockholder's notice required by Section 5(b) of these Bylaws shall be delivered to the Secretary at the principal executive offices of the corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such meeting or the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the public announcement of an adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

(d) Notwithstanding the foregoing provisions of this Section 6, a stockholder must also comply with all applicable requirements of the 1934 Act and the rules and regulations thereunder with respect to matters set forth in this Section 6. Nothing in these Bylaws shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the 1934 Act.

Section 7. Notice Of Meetings. Except as otherwise provided by law, notice, given in writing or by electronic transmission, of each meeting of stockholders shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting, such notice to specify the place, if any, date and hour, in the case of special meetings, the purpose or purposes of the meeting, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at any such meeting. If mailed, notice is given when deposited in the United

States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. Notice of the time, place, if any, and purpose of any meeting of stockholders may be waived in writing, signed by the person entitled to notice thereof, or by electronic transmission by such person, either before or after such meeting, and will be waived by any stockholder by his attendance thereat in person, by remote communication, if applicable, or by proxy, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of such meeting shall be bound by the proceedings of any such meeting in all respects as if due notice thereof had been given.

Section 8. Quorum. At all meetings of stockholders, except where otherwise provided by statute or by the Certificate of Incorporation, or by these Bylaws, the presence, in person, by remote communication, if applicable, or by proxy duly authorized, of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum for the transaction of business. In the absence of a quorum, any meeting of stockholders may be adjourned, from time to time, either by the chairman of the meeting or by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. The stockholders present at a duly called or convened meeting, at which a quorum is present, may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Except as otherwise provided by statute or by applicable stock exchange rules, or by the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the majority of shares present in person, by remote communication, if applicable, or represented by proxy at the meeting and entitled to vote generally on the subject matter shall be the act of the stockholders. Except as otherwise provided by statute, the Certificate of Incorporation or these Bylaws, directors shall be elected by a plurality of the votes of the shares present in person, by remote communication, if applicable, or represented by proxy at the meeting and entitled to vote generally on the election of directors. Where a separate vote by a class or classes or series is required, except where otherwise provided by the statute or by the Certificate of Incorporation or these Bylaws, a majority of the outstanding shares of such class or classes or series, present in person, by remote communication, if applicable, or represented by proxy duly authorized, shall constitute a quorum entitled to take action with respect to that vote on that matter. Except where otherwise provided by statute or by the Certificate of Incorporation or these Bylaws, the affirmative vote of the majority (plurality, in the case of the election of directors) of shares of such class or classes or series present in person, by remote communication, if applicable, or represented by proxy at the meeting shall be the act of such class or classes or series.

Section 9. Adjournment And Notice Of Adjourned Meetings. Any meeting of stockholders, whether annual or special, may be adjourned from time to time either by the chairman of the meeting or by the vote of a majority of the shares present in person, by remote communication, if applicable, or represented by proxy at the meeting. When a meeting is adjourned to another time or place, if any, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days or if

after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 10. Voting Rights. For the purpose of determining those stockholders entitled to vote at any meeting of the stockholders, except as otherwise provided by law, only persons in whose names shares stand on the stock records of the corporation on the record date, as provided in Section 12 of these Bylaws, shall be entitled to vote at any meeting of stockholders. Every person entitled to vote shall have the right to do so either in person, by remote communication, if applicable, or by an agent or agents authorized by a proxy granted in accordance with Delaware law. An agent so appointed need not be a stockholder. No proxy shall be voted after three (3) years from its date of creation unless the proxy provides for a longer period.

Section 11. Joint Owners Of Stock. If shares or other securities having voting power stand of record in the names of two (2) or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, tenants by the entirety, or otherwise, or if two (2) or more persons have the same fiduciary relationship respecting the same shares, unless the Secretary is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect: (a) if only one (1) votes, his act binds all; (b) if more than one (1) votes, the act of the majority so voting binds all; (c) if more than one (1) votes, but the vote is evenly split on any particular matter, each faction may vote the securities in question proportionally, or may apply to the Delaware Court of Chancery for relief as provided in the DGCL, Section 217(b). If the instrument filed with the Secretary shows that any such tenancy is held in unequal interests, a majority or even-split for the purpose of subsection (c) shall be a majority or even-split in interest.

Section 12. List Of Stockholders. The Secretary shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at said meeting, arranged in alphabetical order, showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. In the event that the corporation determines to make the list available on an electronic network, the corporation may take reasonable steps to ensure that such information is available only to stockholders of the corporation. The list shall be open to examination of any stockholder during the time of the meeting as provided by law.

Section 13. Action Without Meeting. No action shall be taken by the stockholders except at an annual or special meeting of stockholders called in accordance with these Bylaws, and no action shall be taken by the stockholders by written consent or by electronic transmission.

Section 14. Organization.

(a) At every meeting of stockholders, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, the President, or, if the President is absent,

a chairman of the meeting chosen by a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall act as chairman. The Secretary, or, in his or her absence, an Assistant Secretary directed to do so by the President, shall act as secretary of the meeting.

(b) The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of stockholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to stockholders of record of the corporation and their duly authorized and constituted proxies and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants and regulation of the opening and closing of the polls for balloting on matters which are to be voted on by ballot. The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at the meeting shall be announced at the meeting. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with rules of parliamentary procedure.

ARTICLE IV

DIRECTORS

Section 15. Number And Term Of Office. The authorized number of directors of the corporation shall be fixed in accordance with the Certificate of Incorporation. Directors need not be stockholders unless so required by the Certificate of Incorporation. If for any cause, the directors shall not have been elected at an annual meeting, they may be elected as soon thereafter as convenient at a special meeting of the stockholders called for that purpose in the manner provided in these Bylaws.

Section 16. Powers. The powers of the corporation shall be exercised, its business conducted and its property controlled by the Board of Directors, except as may be otherwise provided by statute or by the Certificate of Incorporation.

Section 17. Board of Directors.

(a) Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors shall be elected at each annual meeting of stockholders to serve until the next annual meeting of stockholders. Each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

Section 18. Vacancies.

(a) Unless otherwise provided in the Certificate of Incorporation, and subject to the rights of the holders of any series of Preferred Stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director, and not by the stockholders, *provided, however*, that whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Certificate of Incorporation, vacancies and newly created directorships of such class or classes or series shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal or resignation of any director.

Section 19. Resignation. Any director may resign at any time by delivering his or her notice in writing or by electronic transmission to the Secretary, such resignation to specify whether it will be effective at a particular time, upon receipt by the Secretary or at the pleasure of the Board of Directors. If no such specification is made, it shall be deemed effective at the pleasure of the Board of Directors. When one or more directors shall resign from the Board of Directors, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office for the unexpired portion of the term of the Director whose place shall be vacated and until his successor shall have been duly elected and qualified.

Section 20. Removal.

(a) The Board of Directors or any director may be removed from office at any time (i) with cause by the affirmative vote of the holders of a majority of the voting power of all then-outstanding shares of capital stock of the corporation entitled to vote generally at an election of directors or (ii) without cause by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then-outstanding shares of capital stock of the corporation entitled to vote generally at an election of directors.

Section 21. Meetings.

(a) **Regular Meetings.** Unless otherwise restricted by the Certificate of Incorporation, regular meetings of the Board of Directors may be held at any time or date and at any place within or without the State of Delaware which has been designated by the Board of Directors and publicized among all directors, either orally or in writing, by telephone, including

a voice-messaging system or other system designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means. No further notice shall be required for regular meetings of the Board of Directors.

(b) Special Meetings. Unless otherwise restricted by the Certificate of Incorporation, special meetings of the Board of Directors may be held at any time and place within or without the State of Delaware whenever called by the Chairman of the Board, the Chief Executive Officer or by any two (2) directors.

(c) Meetings by Electronic Communications Equipment. Any member of the Board of Directors, or of any committee thereof, may participate in a meeting by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) Notice of Special Meetings. Notice of the time and place of all special meetings of the Board of Directors shall be orally or in writing, by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other electronic means, during normal business hours, at least twenty-four (24) hours before the date and time of the meeting. If notice is sent by US mail, it shall be sent by first class mail, charges prepaid, at least three (3) days before the date of the meeting. Notice of any meeting may be waived in writing, or by electronic transmission, at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

(e) Waiver of Notice. The transaction of all business at any meeting of the Board of Directors, or any committee thereof, however called or noticed, or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the directors not present who did not receive notice shall sign a written waiver of notice or shall waive notice by electronic transmission. All such waivers shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 22. Quorum And Voting.

(a) Unless the Certificate of Incorporation requires a greater number, and except with respect to questions related to indemnification arising under Section 44 for which a quorum shall be one-third of the exact number of directors fixed from time to time, a quorum of the Board of Directors shall consist of a majority of the exact number of directors fixed from time to time by the Board of Directors in accordance with the Certificate of Incorporation; *provided, however*, at any meeting whether a quorum be present or otherwise, a majority of the directors present may adjourn from time to time until the time fixed for the next regular meeting of the Board of Directors, without notice other than by announcement at the meeting.

(b) At each meeting of the Board of Directors at which a quorum is present, all questions and business shall be determined by the affirmative vote of a majority of the directors present, unless a different vote be required by law, the Certificate of Incorporation or these Bylaws.

Section 23. Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and such writing or writings or transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 24. Fees And Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, for attendance at each regular or special meeting of the Board of Directors and at any meeting of a committee of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise and receiving compensation therefor.

Section 25. Committees.

(a) **Executive Committee.** The Board of Directors may appoint an Executive Committee to consist of two (2) or more members of the Board of Directors. The Executive Committee, to the extent permitted by law and provided in the resolution of the Board of Directors shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to (i) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopting, amending or repealing any bylaw of the corporation.

(b) **Other Committees.** The Board of Directors may, from time to time, appoint such other committees as may be permitted by law. Such other committees appointed by the Board of Directors shall consist of one (1) or more members of the Board of Directors and shall have such powers and perform such duties as may be prescribed by the resolution or resolutions creating such committees, but in no event shall any such committee have the powers denied to the Executive Committee in these Bylaws.

(c) **Term.** The Board of Directors, subject to any requirements of any outstanding series of Preferred Stock and the provisions of subsections (a) or (b) of this Section 25, may at any time increase or decrease the number of members of a committee or terminate the existence of a committee. The membership of a committee member shall terminate on the date of his death or voluntary resignation from the committee or from the Board of

Directors. The Board of Directors may at any time for any reason remove any individual committee member and the Board of Directors may fill any committee vacancy created by death, resignation, removal or increase in the number of members of the committee. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and, in addition, in the absence or disqualification of any member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

(d) Meetings. Unless the Board of Directors shall otherwise provide, regular meetings of the Executive Committee or any other committee appointed pursuant to this Section 25 shall be held at such times and places as are determined by the Board of Directors, or by any such committee, and when notice thereof has been given to each member of such committee, no further notice of such regular meetings need be given thereafter. Special meetings of any such committee may be held at any place which has been determined from time to time by such committee, and may be called by any Director who is a member of such committee, upon notice to the members of such committee of the time and place of such special meeting given in the manner provided for the giving of notice to members of the Board of Directors of the time and place of special meetings of the Board of Directors. Notice of any special meeting of any committee may be waived in writing or by electronic transmission at any time before or after the meeting and will be waived by any director by attendance thereat, except when the director attends such special meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Unless otherwise provided by the Board of Directors in the resolutions authorizing the creation of the committee, a majority of the authorized number of members of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at any meeting at which a quorum is present shall be the act of such committee.

Section 26. Lead Independent Director. The Chairman of the Board of Directors, or if the Chairman is not an independent director, one of the independent directors, may be designated by the Board of Directors as lead independent director to serve until replaced by the Board of Directors ("Lead Independent Director"). The Lead Independent Director will, with the Chairman of the Board of Directors, establish the agenda for regular Board meetings and serve as chairman of Board of Directors meetings in the absence of the Chairman of the Board of Directors; establish the agenda for meetings of the independent directors; coordinate with the committee chairs regarding meeting agendas and informational requirements; preside over meetings of the independent directors; preside over any portions of meetings of the Board of Directors at which the evaluation or compensation of the Chief Executive Officer is presented or discussed; preside over any portions of meetings of the Board of Directors at which the performance of the Board of Directors is presented or discussed; and coordinate the activities of the other independent directors and perform such other duties as may be established or delegated by the Chairman of the Board of Directors.

Section 27. Organization. At every meeting of the directors, the Chairman of the Board of Directors, or, if a Chairman has not been appointed or is absent, Lead Independent Director, or if the Lead Independent Director is absent, the Chief Executive Officer (if a

director), or, if a Chief Executive Officer is absent, the President (if a director), or if the President is absent, the most senior Vice President (if a director), or, in the absence of any such person, a chairman of the meeting chosen by a majority of the directors present, shall preside over the meeting. The Secretary, or in his absence, any Assistant Secretary or other officer or director directed to do so by the President, shall act as secretary of the meeting.

ARTICLE V

OFFICERS

Section 28. Officers Designated. The officers of the corporation shall include, if and when designated by the Board of Directors, the Chief Executive Officer, the President, one or more Vice Presidents, the Secretary, the Chief Financial Officer and the Treasurer. The Board of Directors may also appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and agents with such powers and duties as it shall deem necessary. The Board of Directors may assign such additional titles to one or more of the officers as it shall deem appropriate. Any one person may hold any number of offices of the corporation at any one time unless specifically prohibited therefrom by law. The salaries and other compensation of the officers of the corporation shall be fixed by or in the manner designated by the Board of Directors.

Section 29. Tenure And Duties Of Officers.

(a) General. All officers shall hold office at the pleasure of the Board of Directors and until their successors shall have been duly elected and qualified, unless sooner removed. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

(b) Duties of Chief Executive Officer. The Chief Executive Officer shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors has been appointed and is present or the Lead Independent Director is present. Unless another officer has been appointed Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. To the extent that a Chief Executive Officer has been appointed, all references in these Bylaws to the President shall be deemed references to the Chief Executive Officer. The Chief Executive Officer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

(c) Duties of President. The President shall preside at all meetings of the stockholders and at all meetings of the Board of Directors, unless the Chairman of the Board of Directors, the Lead Independent Director, or the Chief Executive Officer has been appointed and is present. Unless another officer has been appointed Chief Executive Officer of the corporation, the President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business

and officers of the corporation. The President shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time.

(d) Duties of Vice Presidents. The Vice Presidents may assume and perform the duties of the President in the absence or disability of the President or whenever the office of President is vacant. The Vice Presidents shall perform other duties commonly incident to their office and shall also perform such other duties and have such other powers as the Board of Directors or the Chief Executive Officer, or, if the Chief Executive Officer has not been appointed or is absent, the President shall designate from time to time.

(e) Duties of Secretary. The Secretary shall attend all meetings of the stockholders and of the Board of Directors and shall record all acts and proceedings thereof in the minute book of the corporation. The Secretary shall give notice in conformity with these Bylaws of all meetings of the stockholders and of all meetings of the Board of Directors and any committee thereof requiring notice. The Secretary shall perform all other duties provided for in these Bylaws and other duties commonly incident to the office and shall also perform such other duties and have such other powers, as the Board of Directors shall designate from time to time. The President may direct any Assistant Secretary or other officer to assume and perform the duties of the Secretary in the absence or disability of the Secretary, and each Assistant Secretary shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

(f) Duties of Chief Financial Officer. The Chief Financial Officer shall keep or cause to be kept the books of account of the corporation in a thorough and proper manner and shall render statements of the financial affairs of the corporation in such form and as often as required by the Board of Directors or the President. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation, and shall be the Treasurer of the corporation. The Chief Financial Officer shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time. The President may direct the Treasurer or any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Treasurer and Assistant Treasurer and each Controller and Assistant Controller shall perform other duties commonly incident to the office and shall also perform such other duties and have such other powers as the Board of Directors or the President shall designate from time to time.

Section 30. Delegation Of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 31. Resignations. Any officer may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors or to the President or to the Secretary. Any such resignation shall be effective when received by the person or persons to whom such notice is given, unless a later time is specified therein, in which event the resignation

shall become effective at such later time. Unless otherwise specified in such notice, the acceptance of any such resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the corporation under any contract with the resigning officer.

Section 32. Removal. Any officer may be removed from office at any time, either with or without cause, by the affirmative vote of a majority of the directors in office at the time, or by the unanimous written consent of the directors in office at the time, or by any committee or by the Chief Executive Officer or by other superior officers upon whom such power of removal may have been conferred by the Board of Directors.

ARTICLE VI

EXECUTION OF CORPORATE INSTRUMENTS AND VOTING OF SECURITIES OWNED BY THE CORPORATION

Section 33. Execution Of Corporate Instruments. The Board of Directors may, in its discretion, determine the method and designate the signatory officer or officers, or other person or persons, to execute on behalf of the corporation any corporate instrument or document, or to sign on behalf of the corporation the corporate name without limitation, or to enter into contracts on behalf of the corporation, except where otherwise provided by law or these Bylaws, and such execution or signature shall be binding upon the corporation.

All checks and drafts drawn on banks or other depositaries on funds to the credit of the corporation or in special accounts of the corporation shall be signed by such person or persons as the Board of Directors shall authorize so to do.

Unless authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 34. Voting Of Securities Owned By The Corporation. All stock and other securities of other corporations owned or held by the corporation for itself, or for other parties in any capacity, shall be voted, and all proxies with respect thereto shall be executed, by the person authorized so to do by resolution of the Board of Directors, or, in the absence of such authorization, by the Chairman of the Board of Directors, the Chief Executive Officer, the President, or any Vice President.

ARTICLE VII

SHARES OF STOCK

Section 35. Form And Execution Of Certificates. The shares of the corporation shall be represented by certificates, or shall be uncertificated. Certificates for the shares of stock, if any, of the corporation shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock represented by certificate in the corporation shall be entitled to have a certificate signed by or in the name of the corporation by

the Chairman of the Board of Directors, or the President or any Vice President and by the Treasurer or Assistant Treasurer or the Secretary or Assistant Secretary, certifying the number of shares owned by him in the corporation. Any or all of the signatures on the certificate may be facsimiles. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 36. Lost Certificates. A new certificate or certificates shall be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen, or destroyed. The corporation may require, as a condition precedent to the issuance of a new certificate or certificates, the owner of such lost, stolen, or destroyed certificate or certificates, or the owner's legal representative, to agree to indemnify the corporation in such manner as it shall require or to give the corporation a surety bond in such form and amount as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen, or destroyed.

Section 37. Transfers.

(a) Transfers of record of shares of stock of the corporation shall be made only upon its books by the holders thereof, in person or by attorney duly authorized, and, in the case of stock represented by certificate, upon the surrender of a properly endorsed certificate or certificates for a like number of shares.

(b) The corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the corporation to restrict the transfer of shares of stock of the corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

Section 38. Fixing Record Dates.

(a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall, subject to applicable law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board of Directors may fix a new record date for the adjourned meeting.

(b) In order that the corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the

stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 39. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VIII OTHER SECURITIES OF THE CORPORATION

Section 40. Execution Of Other Securities. All bonds, debentures and other corporate securities of the corporation, other than stock certificates (covered in Section 35), may be signed by the Chairman of the Board of Directors, the President or any Vice President, or such other person as may be authorized by the Board of Directors, and the corporate seal impressed thereon or a facsimile of such seal imprinted thereon and attested by the signature of the Secretary or an Assistant Secretary, or the Chief Financial Officer or Treasurer or an Assistant Treasurer; *provided, however,* that where any such bond, debenture or other corporate security shall be authenticated by the manual signature, or where permissible facsimile signature, of a trustee under an indenture pursuant to which such bond, debenture or other corporate security shall be issued, the signatures of the persons signing and attesting the corporate seal on such bond, debenture or other corporate security may be the imprinted facsimile of the signatures of such persons. Interest coupons appertaining to any such bond, debenture or other corporate security, authenticated by a trustee as aforesaid, shall be signed by the Treasurer or an Assistant Treasurer of the corporation or such other person as may be authorized by the Board of Directors, or bear imprinted thereon the facsimile signature of such person. In case any officer who shall have signed or attested any bond, debenture or other corporate security, or whose facsimile signature shall appear thereon or on any such interest coupon, shall have ceased to be such officer before the bond, debenture or other corporate security so signed or attested shall have been delivered, such bond, debenture or other corporate security nevertheless may be adopted by the corporation and issued and delivered as though the person who signed the same or whose facsimile signature shall have been used thereon had not ceased to be such officer of the corporation.

ARTICLE IX DIVIDENDS

Section 41. Declaration Of Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation and applicable law, if

any, may be declared by the Board of Directors pursuant to law at any regular or special meeting. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and applicable law.

Section 42. Dividend Reserve. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interests of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

**ARTICLE X
FISCAL YEAR**

Section 43. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

**ARTICLE XI
INDEMNIFICATION**

Section 44. Indemnification Of Directors, Executive Officers, Other Officers, Employees And Other Agents.

(a) Directors and Executive Officers. The corporation shall indemnify its directors and executive officers (for the purposes of this Article XI, “executive officers” shall have the meaning defined in Rule 3b-7 promulgated under the 1934 Act) to the fullest extent not prohibited by the DGCL or any other applicable law; *provided, however*, that the corporation may modify the extent of such indemnification by individual contracts with its directors and executive officers; and, *provided, further*, that the corporation shall not be required to indemnify any director or executive officer in connection with any proceeding (or part thereof) initiated by such person unless (i) such indemnification is expressly required to be made by law, (ii) the proceeding was authorized by the Board of Directors of the corporation, (iii) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the DGCL or any other applicable law or (iv) such indemnification is required to be made under subsection (d).

(b) Other Officers, Employees and Other Agents. The corporation shall have power to indemnify its other officers, employees and other agents as set forth in the DGCL or any other applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person to such officers or other persons as the Board of Directors shall determine.

(c) Expenses. The corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he

is or was a director or executive officer, of the corporation, or is or was serving at the request of the corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding provided, however, that if the DGCL requires, an advancement of expenses incurred by a director or executive officer in his or her capacity as a director or executive officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 44 or otherwise.

Notwithstanding the foregoing, unless otherwise determined pursuant to paragraph (e) of this Section 44, no advance shall be made by the corporation to an executive officer of the corporation (except by reason of the fact that such executive officer is or was a director of the corporation in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (i) by a majority vote of directors who were not parties to the proceeding, even if not a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the corporation.

(d) Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this Section 44 to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (i) the claim for indemnification or advances is denied, in whole or in part, or (ii) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the DGCL or any other applicable law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the DGCL or any other applicable law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

(e) Non-Exclusivity of Rights. The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the DGCL, or by any other applicable law.

(f) Survival of Rights. The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director or executive officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) Insurance. To the fullest extent permitted by the DGCL or any other applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Section 44.

(h) Amendments. Any repeal or modification of this Section 44 shall only be prospective and shall not affect the rights under this Bylaw in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

(i) Saving Clause. If this Bylaw or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Section 44 that shall not have been invalidated, or by any other applicable law. If this Section 44 shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and executive officer to the full extent under any other applicable law.

(j) Certain Definitions. For the purposes of this Bylaw, the following definitions shall apply:

(1) The term “proceeding” shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(2) The term “expenses” shall be broadly construed and shall include, without limitation, court costs, attorneys’ fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(3) The term the “corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any

person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 44 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(4) References to a “director,” “executive officer,” “officer,” “employee,” or “agent” of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(5) References to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Section 44.

ARTICLE XII NOTICES

Section 45. Notices.

(a) **Notice To Stockholders.** Written notice to stockholders of stockholder meetings shall be given as provided in Section 7 herein. Without limiting the manner by which notice may otherwise be given effectively to stockholders under any agreement or contract with such stockholder, and except as otherwise required by law, written notice to stockholders for purposes other than stockholder meetings may be sent by US mail or nationally recognized overnight courier, or by facsimile, telegraph or telex or by electronic mail or other electronic means.

(b) **Notice To Directors.** Any notice required to be given to any director may be given by the method stated in subsection (a), as otherwise provided in these Bylaws, or by overnight delivery service, facsimile, telex or telegram, except that such notice other than one which is delivered personally shall be sent to such address as such director shall have filed in writing with the Secretary, or, in the absence of such filing, to the last known post office address of such director.

(c) **Affidavit Of Mailing.** An affidavit of mailing, executed by a duly authorized and competent employee of the corporation or its transfer agent appointed with respect to the class of stock affected, or other agent, specifying the name and address or the

names and addresses of the stockholder or stockholders, or director or directors, to whom any such notice or notices was or were given, and the time and method of giving the same, shall in the absence of fraud, be prima facie evidence of the facts therein contained.

(d) Methods of Notice. It shall not be necessary that the same method of giving notice be employed in respect of all recipients of notice, but one permissible method may be employed in respect of any one or more, and any other permissible method or methods may be employed in respect of any other or others.

(e) Notice To Person With Whom Communication Is Unlawful. Whenever notice is required to be given, under any provision of law or of the Certificate of Incorporation or Bylaws of the corporation, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting which shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the corporation is such as to require the filing of a certificate under any provision of the DGCL, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

(f) Notice to Stockholders Sharing an Address. Except as otherwise prohibited under DGCL, any notice given under the provisions of DGCL, the Certificate of Incorporation or the Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. Such consent shall have been deemed to have been given if such stockholder fails to object in writing to the corporation within 60 days of having been given notice by the corporation of its intention to send the single notice. Any consent shall be revocable by the stockholder by written notice to the corporation.

ARTICLE XIII AMENDMENTS

Section 46. Subject to the limitations set forth in Section 44(h) of these Bylaws or the provisions of the Certificate of Incorporation, the Board of Directors is expressly empowered to adopt, amend or repeal the Bylaws of the corporation. The stockholders also shall have power to adopt, amend or repeal the Bylaws of the corporation; *provided, however,* that, in addition to any vote of the holders of any class or series of stock of the corporation required by law or by the Certificate of Incorporation, such action by stockholders shall require the affirmative vote of the holders of at least sixty-six and two-thirds percent (66-2/3%) of the voting power of all of the then-outstanding shares of the capital stock of the corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE XIV
LOANS TO OFFICERS

Section 47. Loans To Officers. Except as otherwise prohibited by applicable law, the corporation may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the corporation or of its subsidiaries, including any officer or employee who is a Director of the corporation or its subsidiaries, whenever, in the judgment of the Board of Directors, such loan, guarantee or assistance may reasonably be expected to benefit the corporation. The loan, guarantee or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board of Directors shall approve, including, without limitation, a pledge of shares of stock of the corporation. Nothing in these Bylaws shall be deemed to deny, limit or restrict the powers of guaranty or warranty of the corporation at common law or under any statute.

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SCYREX, INC.
STOCK OPTION PLAN

1. Purpose. The ScyRex, Inc. Stock Option Plan (the “Plan”) is established to create an additional incentive for key employees, directors and consultants or advisors of ScyRex, Inc. and any successor corporations thereto (collectively referred to as the “Company”), and any present or future parent and/or subsidiary corporations of such corporation (all of whom along with the Company being individually referred to as a “Participating Company” and collectively referred to as the “Participating Company Group”), to promote the financial success and progress of the Participating Company Group. For purposes of the Plan, a parent corporation and a subsidiary corporation shall be as defined in Sections 424(e) and 424(f) of the Internal Revenue Code of 1986, as amended (the “Code”).
2. Administration. The Plan shall be administered by the Board of Directors of the Company (the “Board”) and/or by a duly appointed committee of the Board having such powers as shall be specified by the Board. Any subsequent references herein to the Board shall also mean the committee if such committee has been appointed and, unless the powers of the committee have been specifically limited, the committee shall have all of the powers of the Board granted herein, other than power to terminate or amend the Plan as provided in Paragraph 12 hereof, subject to the terms of the Plan and any applicable limitations imposed by law. All questions of interpretation of the Plan or of any option granted under the Plan (an “Option”) shall be determined by the Board, and such determinations shall be final and binding upon all persons having an interest in the Plan and/or any Option. Options may be either incentive stock options as defined in Section 422 of the Code (“Incentive Stock Options”) or nonqualified stock options. Any officer of a Participating Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, or election.
3. Eligibility. The Options may be granted only to employees (including officers) and directors of the Participating Company Group or to individuals who are rendering services as consultants, advisors or other independent contractors to the Participating Company Group. The Board, in its sole discretion, shall determine which persons shall be granted Options (an “Optionee”). A director of the Company shall be eligible to be granted only a nonqualified stock option unless the director is also an employee of the Company. An individual who is rendering services as a consultant, advisor, or other independent contractor shall be eligible to be granted only a nonqualified stock option. An Optionee may, if otherwise eligible, be granted additional Options.
4. Shares Subject to Option. Options shall be options for the purchase of the authorized but unissued common stock of the Company (the “Stock”), subject to adjustment as provided in Paragraph 10 below. The maximum number of shares of Stock which may be issued under the Plan shall be Five Hundred Thousand (500,000) shares. In the event that any outstanding Option for any reason expires or is terminated or cancelled and/or shares of

Stock subject to repurchase are repurchased by the Company, the shares allocable to the unexercised portion of such Option, or such repurchased shares, may again be subject to an Option grant. It is intended that the Plan shall constitute a written compensatory benefit plan within the meaning of Rule 701 promulgated under the Securities Act of 1933, as amended (“Rule 701”), and that the Plan shall otherwise be administered in compliance with the requirements of Rule 701. To ensure such compliance, the Board shall maintain a record of shares subject to outstanding Options under the Plan and the exercise price of such Options, plus a record of all shares of Common Stock issued upon the exercise of such Options and the exercise price of such Options.

5. Time for Granting Options. All Options shall be granted, if at all, within ten (10) years from the earlier of the date the Plan is adopted by the Board or the date the Plan is duly approved by the shareholders of the Company.
6. Terms, Conditions and Form of Options. Subject to the provisions of the Plan, the Board shall determine for each Option (which need not be identical) the number of shares of Stock for which the Option is granted, whether the Option is to be treated as an Incentive Stock Option or as a nonqualified stock option and all other terms and conditions of the Option not inconsistent with the Plan. Options granted pursuant to the Plan shall comply with and be subject to the following terms and conditions:
 - (a) Option Price. The option price for each Option shall be established in the sole discretion of the Board; provided, however, that (i) the option price per share for an Incentive Stock Option shall be not less than the fair market value of a share of Stock on the date of the granting of the Incentive Stock Option and (ii) the option price per share of an Incentive Stock Option granted to an Optionee who at the time the Incentive Stock Option is granted owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of a Participating Company within the meaning of Section 422(b)(6) of the Code (a “Ten Percent Owner Optionee”) shall be not less than one hundred ten percent (110%) of the fair market value of a share of Stock on the date the Option is granted. For this purpose, “fair market value” means the value assigned to the stock for a given day by the Board, as determined pursuant to a reasonable method established by the Board that is consistent with the requirements of Sections 422 and 424 of the Code and the regulations thereunder (which method may be changed from time to time). Notwithstanding the foregoing, an Option (whether an Incentive Stock Option or a nonqualified stock option) may be granted by the Board in its discretion with an exercise price lower than the minimum exercise price set forth above if such Option is granted pursuant to an assumption or substitution for another option in a manner qualifying with the provisions of Section 424(a) of the Code. Nothing hereinabove shall require that any such assumption or modification will result in the Option having the same characteristics, attributes or tax treatment as the Option for which it is substituted.
 - (b) Exercise Period of Options. The Board shall have the power to set the time or times within which each Option shall be exercisable or the event or events upon

the occurrence of which all or a portion of each Option shall be exercisable and the term of each Option; provided, however, that (i) no Incentive Stock Option shall be exercisable after the expiration of ten (10) years after the date such Incentive Stock Option is granted, (ii) no Incentive Stock Option granted to a Ten Percent Owner Optionee shall be exercisable after the expiration of five (5) years after the date such Incentive Stock Option is granted and (iii) no Incentive Stock Option shall be exercisable after the date the Optionee's employment with the Participating Company Group is terminated for cause (as determined in the sole discretion of the Board); and provided, further, an Option shall terminate and cease to be exercisable no later than three (3) months after the date on which the Optionee terminates employment with the Participating Company Group, unless the Optionee's employment with the Participating Company Group shall have terminated as a result of the Optionee's death or disability (within the meaning of Section 22(e)(3) of the Code), in which event the Option shall terminate and cease to be exercisable no later than twelve (12) months from the date on which the Optionee's employment terminated. For this purpose, an Optionee's employment shall be deemed to have terminated on account of death if the Optionee dies within three (3) months following the Optionee's termination of employment.

- (c) Payment of Option Price. Payment of the option price for the number of shares of Stock being purchased pursuant to any Option shall be made in cash, by check, cash equivalent or in any other form as may be permitted by the Board in its discretion.
 - (d) \$100,000 Limitation. The aggregate fair market value, determined as of the date on which an Incentive Stock Option is granted, of the shares of Stock with respect to which incentive stock options (determined without regard to this subparagraph) are first exercisable during any calendar year (under this Plan or under any other plan of the Participating Company Group) by any Optionee shall not exceed \$100,000. If such limitation would be exceeded with respect to an Optionee for a calendar year, the Incentive Stock Option shall be deemed a nonqualified stock option to the extent of such excess.
7. Standard Form of Stock Option Agreement. All Options shall be evidenced by a written award agreement substantially in the form of the nonqualified stock option agreement attached hereto as Exhibit A or the incentive stock option award agreement attached hereto as Exhibit B, as applicable, both of which are incorporated herein by reference (the "Standard Option Agreements") or such other form as shall be approved by the Board consistent with the terms of this Plan.
8. Transfer of Control. Upon a merger, consolidation, corporate reorganization, or any transaction in which all or substantially all of the assets or stock of the Company are sold, leased, transferred or otherwise disposed of (other than a mere reincorporation transaction or one in which the holders of capital stock of the Company immediately prior to such merger or consolidations continue to hold at least a majority of the voting power of the surviving corporation) (a "Transfer of Control"), then any unexercisable portion of an

outstanding Option shall become immediately exercisable as of a date prior to the Transfer of Control, which date shall be determined by the Board. Notwithstanding the foregoing, an outstanding Option shall not so accelerate if and to the extent: (i) such Option is, in connection with a Transfer of Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof), (ii) such Option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested Option at the time of such Transfer of Control and provides for subsequent payout in accordance with the same vesting schedule applicable to such Option or (iii) the acceleration of such Option is subject to other limitations imposed by the Board at the time of the grant of the Option. The determination of option comparability under clause (i) above shall be made by the Board, and its determination shall be final, binding and conclusive. The exercise of any Option that was permissible solely by reason of this Paragraph 8 shall be conditioned upon the consummation of the Transfer of Control. The Board may further elect, in its sole discretion to provide that any Options which became exercisable solely by reason of this Paragraph 8 and which are not exercised as of the date of the Transfer of Control shall terminate effective as of the date of the Transfer of Control.

9. Authority to Vary Terms. The Board shall have the authority from time to time to vary the terms of the Standard Option Agreements either in connection with the grant of an individual Option or in connection with the authorization of a new standard form or forms; provided, however, that the terms and conditions of such revised or amended standard form or forms of stock option agreement shall be in accordance with the terms of the Plan. Such authority shall include, but not by way of limitation, the authority to grant Options which are not immediately exercisable.
10. Effect of Change in Stock Subject to Plan. The Board shall make appropriate adjustments in the number and class of shares of Stock subject to the Plan and to any outstanding Options and in the option price of any outstanding Options in the event of a stock dividend, stock split, reverse stock split, combination, reclassification or like change in the capital structure of the Company.
11. Options Non-Transferable. During the lifetime of the Optionee, the Option shall be exercisable only by the Optionee. No Option shall be assignable or transferable by the Optionee, except by will or by the laws of descent and distribution.
12. Termination or Amendment of Plan. The Board may terminate or amend the Plan at any time; provided however, that without the approval of the Company's shareholders, there shall be (a) no increase in the total number of shares of Stock covered by the Plan (except by operation of the provisions of Paragraph 10 above), (b) no change in the class of persons eligible to receive Incentive Stock Options, and (c) no extension of the period during which Incentive Stock Options may be granted beyond the date which is ten (10) years following the date the Plan is adopted by the Company or the date the Plan is approved by the shareholders of the Company. In any event, no amendment may adversely affect any then outstanding Option or any unexercised portion thereof, without

the consent of the Optionee, unless such amendment is required to enable an Option designated as an Incentive Stock Option to qualify as an Incentive Stock Option.

13. Miscellaneous

- (a) Nothing in this Plan or any Option granted hereunder shall confer upon any Optionee any right to continue in the employ of the Participating Company Group, or to serve as a director thereof, or interfere in any way with the right of a Participating Company to terminate his or her employment at any time. Unless specifically provided otherwise, no grant of an Option shall be deemed salary or compensation for the purpose of computing benefits under any employee benefit plan or other arrangement of a Participating Company for the benefit of its employees unless the Participating Company shall determine otherwise. No Optionee shall have any claim to an Option until it is actually granted under the Plan. To the extent that any person acquires a right to receive payments from the Company under the Plan, such right shall, except as otherwise provided by the Board, be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company, and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts, except as otherwise provided by the Committee.
- (b) The Plan and the grant of Options hereunder shall be subject to all applicable federal and state laws, rules, and regulations and to such approvals by any United States government or regulatory agency as may be required.
- (c) The terms of the Plan shall be binding upon the Company, and its successors and assigns.
- (d) This Plan and all actions taken hereunder shall be governed by the laws of the State of Delaware.
- (e) With respect to any payments not yet made to an Optionee by the Company, nothing contained herein shall give any such Optionee any rights that are greater than those of a general creditor of the Company.
- (f) If any provision of this Plan or a Standard Option Agreement is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, or would disqualify the Plan or any Standard Option Agreement under any law deemed applicable by the Board, such provision shall be construed or deemed amended to conform to applicable laws or if it cannot be construed or deemed amended without, in the determination of the Board, materially altering the intent of the Plan or the Standard Option Agreement, it shall be stricken and the remainder of the Plan or the Standard Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Secretary of the Company certifies that the foregoing Plan was duly adopted by the Board of Directors of the Company on the 4th day of November, 1999.

SCYREX, INC.

By: /s/ Fred D. Hutchinson
Fred D. Hutchison, Secretary

6.

**FIRST AMENDMENT
OF SCYREX, INC.
STOCK OPTION PLAN**

This FIRST AMENDMENT to the ScyRex, Inc. Stock Option Plan, dated November 4, 1999 (the "Plan"), adopted and approved by the Board of Directors, is dated as of April 14, 2000.

WHEREAS, ScyRex, Inc. (the "Corporation") changed its name from ScyRex, Inc. to SCYNEXIS Chemistry & Automation, Inc. by filing a Certificate of Amendment of Certificate of Incorporation with the Delaware Secretary of State on April 14, 2000.

NOW, THEREFORE, the Plan is hereby amended as set forth below:

1. The name "ScyRex, Inc. Stock Option Plan", as it appears in the title and in the first sentence of Paragraph 1 of the Plan, shall be changed to "SCYNEXIS Chemistry & Automation, Inc. Stock Option Plan."
2. The name "ScyRex, Inc.", as it appears throughout the Plan, and all exhibits thereto, shall be changed to "SCYNEXIS Chemistry & Automation, Inc."
3. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally executed.

**SCYREX, INC. which has changed its name to
SCYNEXIS Chemistry & Automation, Inc.**

/s/ Fred D. Hutchinson

Fred D. Hutchison
Secretary

**SECOND AMENDMENT
OF SCYNEXIS CHEMISTRY & AUTOMATION, INC.
STOCK OPTION PLAN**

THIS AMENDMENT of SCYNEXIS Chemistry & Automation, Inc. Stock Option Plan is effective February 21, 2002.

WHEREAS, the Board of Directors of SCYNEXIS Chemistry & Automation, Inc., a Delaware corporation (the "Company") has adopted and the stockholders of the Company have approved the SCYNEXIS Chemistry & Automation, Inc. Stock Option Plan, as amended (the "Plan"); and

WHEREAS, pursuant to Section 12 of the Plan, the Board of Directors deems it to be in the best interest of the Company to amend the Plan to incorporate a sub-plan applicable to all participants in the Plan who are residents of the United Kingdom in order to comply with certain requirements of the United Kingdom Inland Revenue.

NOW, THEREFORE, the Plan shall be amended as follows:

1. The Scynexis Chemistry & Automation Inc. Stock Option Plan United Kingdom Inland Revenue Approved Company Share Ownership Sub-Plan attached hereto as **Appendix A** and the Scynexis Chemistry & Automation Inc. All Employee Share Ownership Plan attached hereto as **Appendix B** attached hereto shall be incorporated in and be a part of the Plan, and the provisions of **Appendix A** and **B** shall govern all options previously granted or to be granted under the Plan to residents of the United Kingdom.

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

IN WITNESS WHEREOF, the undersigned hereby certifies that this Second Amendment was duly adopted by the Board of Directors, effective as of the 21st day of February, 2002.

[CORPORATE SEAL]

SCYNEXIS CHEMISTRY & AUTOMATION, INC.

By: /s/ Yves J. Ribeill
Yves J. Ribeill, President

ATTEST:

By: /s/ Fred D. Hutchinson
Fred D. Hutchison
Secretary

**THIRD AMENDMENT
OF SCYNEXIS CHEMISTRY & AUTOMATION, INC.
STOCK OPTION PLAN**

THIS AMENDMENT of SCYNEXIS Chemistry & Automation, Inc. Stock Option Plan (the "Plan") was duly adopted by the Board of Directors and stockholders of SCYNEXIS Chemistry & Automation, Inc. (the "Company") on June 19, 2002,

WHEREAS, the Board of Directors of the Company has adopted and the stockholders of the Company have approved the Plan; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Company to amend the Plan in order to increase the number of options authorized for grant thereunder from 500,000 shares to 625,884 shares.

NOW, THEREFORE, the Plan shall be amended as follows:

1. The second sentence of Paragraph 4 of the Plan shall be deleted in its entirety and the following substituted in lieu thereof:

"The maximum number of shares of Stock which may be issued under the Plan shall be 625,884 shares."

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

**FOURTH AMENDMENT
OF SCYNEXIS CHEMISTRY & AUTOMATION, INC.
STOCK OPTION PLAN**

This FOURTH AMENDMENT to the SCYNEXIS Chemistry & Automation, Inc. Stock Option Plan, dated November 4, 1999, as amended (the "Plan"), adopted and approved by the Board of Directors, is dated as of November 7, 2002.

WHEREAS, SCYNEXIS Chemistry & Automation, Inc. (the "Corporation") changed its name from SCYNEXIS Chemistry & Automation, Inc. to SCYNEXIS, Inc. by filing a Certificate of Amendment of Certificate of Incorporation with the Delaware Secretary of State on June 5, 2002.

NOW, THEREFORE, the Plan is hereby amended as set forth below:

1. The name "SCYNEXIS Chemistry & Automation, Inc. Corporation Stock Option Plan" shall be replaced with "SCYNEXIS, Inc." in the Title and Article 1 of the Plan.
2. The name "SCYNEXIS Chemistry & Automation, Inc.", as it appears throughout the Plan, and all exhibits thereto, shall be changed to "SCYNEXIS, Inc."
3. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally executed.

**SCYNEXIS Chemistry & Automation, INC.
which has changed its name to SCYNEXIS, Inc.**

/s/ Fred D. Hutchinson

Fred D. Hutchison
Secretary

**FIFTH AMENDMENT
OF SCYNEXIS, INC.
STOCK OPTION PLAN**

THIS FIFTH AMENDMENT of Scynexis, Inc. Stock Option Plan is dated as of July 24, 2003.

WHEREAS, the Board of Directors of Scynexis, Inc. (the "Company") has adopted and the stockholders of the Company have approved the Scynexis, Inc. Stock Option Plan (the "Plan"); and

WHEREAS, the Board of Directors deems it to be in the best interest of the Company to amend the Plan in order to increase the maximum number of shares of common stock issuable pursuant to options granted under the Plan from 625,884 to 775,884.

NOW, THEREFORE, the Plan shall be amended as follows:

1. The second sentence of Paragraph 4 of the Plan shall be deleted in its entirety and the following substituted in lieu thereof:

"The maximum number of shares of Stock which may be issued under the Plan shall be 775,884 shares.

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

IN WITNESS WHEREOF, the undersigned hereby certifies that this Fifth Amendment was duly adopted by the Board of Directors of the Company as of the 24th day of July, 2003 and by the stockholders of the Company on the 3rd day of November, 2003.

[CORPORATE SEAL]

SCYNEXIS, INC.

By: /s/ Yves J. Ribeill

Yves J. Ribeill

President and CEO

ATTEST:

By: /s/ Fred D. Hutchinson

Fred D. Hutchison

Secretary

**SIXTH AMENDMENT
OF SCYNEXIS, INC.
STOCK OPTION PLAN**

THIS SIXTH AMENDMENT of SCYNEXIS, Inc. Stock Option Plan (the "Plan") was duly adopted by written consent of the Board of Directors on October 14, 2004 and approved by written consent of the stockholders of SCYNEXIS, Inc. (the "Company") on October 14, 2004.

WHEREAS, the Board of Directors of the Company has adopted and the stockholders of the Company have approved the Plan; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Company to amend the Plan in order to increase the number of options authorized for grant thereunder from 3,103,536 shares (as adjusted to reflect the 4-for-1 stock split effected by the Company on December 30, 2003) to 3,703,536 shares.

NOW, THEREFORE, the Plan shall be amended as follows:

1. The second sentence of Paragraph 4 of the Plan shall be deleted in its entirety and the following substituted in lieu thereof:

"The maximum number of shares of Stock which may be issued under the Plan shall be 3,703,536 shares."

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

**SEVENTH AMENDMENT
OF SCYNEXIS, INC.
STOCK OPTION PLAN**

THIS SEVENTH AMENDMENT of SCYNEXIS, Inc. Stock Option Plan (the "Plan") was duly adopted by the Board of Directors on April 26, 2007 and approved by written consent of the stockholders of SCYNEXIS, Inc. (the "Company") on August 31, 2007.

WHEREAS, the Board of Directors of the Company has adopted and the stockholders of the Company have approved the Plan; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Company to amend the Plan in order to increase the number of options authorized for grant thereunder from 3,703,536 shares to 4,348,536 shares.

NOW, THEREFORE, the Plan shall be amended as follows:

1. The second sentence of Paragraph 4 of the Plan shall be deleted in its entirety and the following substituted in lieu thereof:

"The maximum number of shares of Stock which may be issued under the Plan shall be 4,348,536 shares."

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

**EIGHTH AMENDMENT
OF SCYNEXIS, INC.
STOCK OPTION PLAN**

THIS EIGHTH AMENDMENT of SCYNEXIS, Inc. Stock Option Plan (the “Plan”) was duly adopted by the Board of Directors on April 23, 2009 and approved at the 2009 Meeting of Stockholders of SCYNEXIS, Inc. (the “**Company**”) held on May 28, 2009,

WHEREAS, the Board of Directors of the Company has adopted and the stockholders of the Company have approved the Plan; and

WHEREAS, the Board of Directors deems it to be in the best interest of the Company to amend the Plan in order to increase the number of options authorized for grant thereunder from 4,348,536 shares to 5,098,536 shares.

NOW, THEREFORE, the Plan shall be amended as follows:

1. The second sentence of Paragraph 4 of the Plan shall be deleted in its entirety and the following substituted in lieu thereof:

“The maximum number of shares of Stock which may be issued under the Plan shall be 5,098,536 shares.”

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

EXHIBIT A

THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

SCYREX, INC.

NONQUALIFIED STOCK OPTION AGREEMENT

ScyRex, Inc., a Delaware corporation (the "Company"), granted to the individual named below an option to purchase certain shares of common stock of the Company pursuant to the ScyRex, Inc. Stock Option Plan, in the manner and subject to the provisions of this Option Agreement.

1. **Definitions:**

- (a) "Code" shall mean the Internal Revenue Code of 1986, as amended. (All citations to Sections of the Code are to such Sections as they may from time to time be amended or renumbered.)
- (b) "Company" shall mean ScyRex, Inc., a Delaware corporation, and any successor corporation thereto.
- (c) "Date of Option Grant" shall mean _____.
- (d) "Disability" shall mean disability within the meaning of Section 22(e)(3) of the Code, as determined by the Board of Directors of the Company (the "Board") in its discretion under procedures established by the Board.
- (e) "Exercise Price" shall mean _____ Dollars (\$) per share, as adjusted from time to time pursuant to Paragraph 9 below.
- (f) "Number of Option Shares" shall mean _____ () shares of common stock of the Company as adjusted from time to time pursuant to Paragraph 9 below.
- (g) "Option Term Date" shall mean the date ten (10) years after the Date of Option Grant.

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- (h) "Optionee" shall mean .
- (i) "Participating Company" shall mean (i) the Company and (ii) any present or future parent and/or subsidiary corporation of the Company while such corporation is a parent or subsidiary of the Company. For purposes of this Option Agreement, a parent corporation and a subsidiary corporation shall be as defined in Sections 424(e) and 424(f) of the Code.
- (j) "Participating Company Group" shall mean at any point in time all corporations collectively which are then a Participating Company.
- (k) "Plan" shall mean the ScyRex, Inc. Stock Option Plan.
2. Nonqualified Stock Option. This Option is intended to be a nonqualified stock option. The Optionee should consult with the Optionee's own tax advisors regarding the tax effects of this Option.
3. Administration. All questions of interpretation concerning this Option Agreement shall be determined by the Board and/or by a duly appointed committee of the Board having such powers as shall be specified by the Board. Any subsequent references herein to the Board shall also mean the committee if such committee has been appointed and, unless the powers of the committee have been specifically limited, the committee shall have all of the powers of the Board granted in the Plan, other than the power to terminate or amend the Plan as provided in Paragraph 12 of the Plan, subject to the terms of the Plan and any applicable limitations imposed by law. All determinations by the Board shall be final and binding upon all persons having an interest in the Option. Any officer of a Participating Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation or election.
4. Exercise and Vesting of the Option.
- (a) Right to Exercise. The Option shall vest and become exercisable from time to time, subject to the schedule set forth below, in whole or in part, and subject to the termination provisions of Paragraphs 6 and 7 hereof and the Optionee's agreement that any shares purchased upon exercise are subject to the Company's repurchase rights set forth in Paragraph 11 hereof:
- (i) On and after _____, _____, (the "Initial Vesting Date") the Option may be exercised to purchase up to 25% of the Number of Option Shares, subject to Optionee's continuous service as an employee of a Participating Company; and
- (ii) On or after the last day of each successive full month of service as an employee of a Participating Company beginning on or after the Initial Vesting Date, the Option may be exercised to purchase up to an additional

2.084% of the Number of Option Shares. This provision shall be interpreted such that on or after the third annual anniversary date of the Initial Vesting Date, the Option may be exercised to purchase up to 100% of the Number of Option Shares.

The schedule set forth above is cumulative, so that shares as to which the Option has become exercisable on and after a date indicated by the schedule may be purchased pursuant to exercise of the Option at any subsequent date prior to termination of the Option. The Option may be exercised at any time and from time to time to purchase up to the number of shares as to which it is then exercisable.

- (b) Method of Exercise. The Option shall be exercised by written notice to the Company in the form of **Exhibit A** hereto stating the election to exercise the Option, the number of shares for which the Option is being exercised and such other representations and agreements as to the Optionee's investment intent with respect to such shares as may be required by the Company. The written notice must be signed by the Optionee and must be delivered in person or by certified or registered mail, return receipt requested, to the Chief Financial Officer of the Company, or other authorized representative of the Participating Company Group, prior to the termination of the Option as set forth in Paragraph 6 below, accompanied by (i) full payment of the exercise price for the number of shares being purchased and (ii) an executed copy, if required herein, of the then current form of joint escrow instructions referenced below.
- (c) Form of Payment of Option Price. Such payment shall be made in cash, check or cash equivalent or in any other form as may be permitted by the Board in its discretion.
- (d) Withholding. At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by the Company, the Optionee hereby authorizes payroll withholding and otherwise agrees to make adequate provision for foreign, federal and state tax withholding obligations of the Company, if any, which arise in connection with the Option, including, without limitation, obligations arising upon (i) the exercise, in whole or in part, of the Option, (ii) the transfer, in whole or in part, of any shares acquired on exercise of the Option, (iii) the operation of any law or regulation providing for the imputation of interest, or (iv) the lapsing of any restriction with respect to any shares acquired on exercise of the Option.
- (e) Certificate Registration. The certificate or certificates for the shares as to which the Option shall be exercised shall be registered in the name of the Optionee, or, if applicable, the heirs of the Optionee.
- (f) Restrictions on Grant of the Option and Issuance of Shares. The grant of the Option and the issuance of the shares upon exercise of the Option shall be subject to compliance with all applicable requirements of federal or state law with respect to such securities. The Option may not be exercised if the issuance of shares upon

such exercise would constitute a violation of any applicable federal or state securities laws or other law or regulations. In addition, no Option may be exercised unless (i) a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), shall at the time of exercise of the Option be in effect with respect to the shares issuable upon exercise of the Option or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act.

THE OPTIONEE IS CAUTIONED THAT THE OPTION MAY NOT BE EXERCISABLE UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, THE OPTIONEE MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED.

As a condition to the exercise of the Option, the Company may require the Optionee to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

- (g) Fractional Shares. The Company shall not be required to issue fractional shares upon the exercise of the Option.
5. Non-Transferability of the Option. The Option may be exercised during the lifetime of the Optionee only by the Optionee and may not be assigned or transferred in any manner except by will or by the laws of descent and distribution.
6. Termination of the Option. The Option shall terminate and may no longer be exercised on the first to occur of (a) the Option Term Date as defined above, (b) the last date for exercising the Option following termination of employment as described in Paragraph 7 below, or (c) upon a Transfer of Control as described in Paragraph 8 below.
7. Termination of Employment.
- (a) Termination of the Option. If the Optionee ceases to be an employee of the Participating Company Group for any reason except death or Disability, the Option, to the extent unexercised and exercisable by the Optionee on the date on which the Optionee ceased to be an employee, may be exercised by the Optionee within three (3) months after the date on which the Optionee's employment terminates, but in any event no later than the Option Term Date; provided, however, that the Option shall not be exercisable after the date the Optionee's employment with the Participating Company Group is terminated for cause (as determined in the sole discretion of the Board). If the Optionee's employment with the Participating Company Group is terminated because of the death or Disability of the Optionee, the Option, to the extent unexercised and exercisable

by the Optionee on the date on which the Optionee ceased to be an employee, may be exercised by the Optionee (or the Optionee's legal representative) at any time prior to the expiration of twelve (12) months from the date the Optionee's employment terminated, but in any event no later than the Option Term Date. The Optionee's employment shall be deemed to have terminated on account of death if the Optionee dies within three (3) months after the Optionee's termination of employment. This Paragraph shall be interpreted such that the Option ceases to vest on the date on which the Optionee ceases to be an employee of the Participating Company Group (pursuant to this Paragraph 7) for any reason, notwithstanding any period after such cessation of employment during which the Option may remain exercisable as provided in this Paragraph 7.

- (b) Termination of Employment Defined. For purposes of this Paragraph 7, the Optionee's employment shall be deemed to have terminated either upon an actual termination of employment or upon the Optionee's employer ceasing to be a Participating Company.
- (c) Exercise Prevented by Law. Except as provided in this Paragraph 7, the Option shall terminate and may not be exercised after the Optionee's employment with the Participating Company Group terminates unless the exercise of the Option in accordance with this Paragraph 7 is prevented by the provisions of Paragraph 4(f) above. If the exercise of the Option is so prevented, the Option shall remain exercisable until three (3) months after the date the Optionee is notified by the Company that the Option is exercisable, but in any event no later than the Option Term Date.
- (d) Optionee Subject to Section 16(b). Notwithstanding the foregoing, if the exercise of the Option within the applicable time periods set forth above would subject the Optionee to suit under Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Option shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which the Optionee would no longer be subject to such suit, (ii) the one hundred and ninetieth (190th) day after the Optionee's termination of employment, or (iii) the Option Term Date.
- (e) Leave of Absence. For purposes hereof, the Optionee's employment with the Participating Company Group shall not be deemed to terminate if the Optionee takes any military leave, sick leave, or other bona fide leave of absence approved by the Company of ninety (90) days or less. In the event of a leave in excess of ninety (90) days, the Optionee's employment shall be deemed to terminate on the ninety-first (91st) day of the leave unless the Optionee's right to reemployment with the Participating Company Group remains guaranteed by statute or contract.
- (f) Directors, Consultants and Advisors. In the event an Optionee is a director or consultant or advisor but not an employee of a Participating Company at the time the Option is granted, termination of the Optionee's status as a director or

consultant or advisor of the Participating Company shall be deemed to be termination of the Optionee's employment.

8. Transfer of Control. Upon a merger, consolidation, corporate reorganization, or any transaction in which all or substantially all of the assets or stock of the Company are sold, leased, transferred or otherwise disposed of (other than a mere reincorporation transaction or one in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the surviving corporation) (a "Transfer of Control"), then any unexercisable portion of an outstanding Option shall become immediately exercisable as of a date prior to the Transfer of Control, which date shall be determined by the Board. Notwithstanding the foregoing, an outstanding Option shall not so accelerate if and to the extent: (i) such Option is, in connection with a Transfer of Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof), (ii) such Option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested Option at the time of such Transfer of Control and provides for subsequent payout in accordance with the same vesting schedule applicable to such Option or (iii) the acceleration of such Option is subject to other limitations imposed by the Board at the time of the grant of the Option. The determination of option comparability under clause (i) above shall be made by the Board, and its determination shall be final, binding and conclusive. The exercise of any Option that was permissible solely by reason of this Paragraph 8 shall be conditioned upon the consummation of the Transfer of Control. The Board may further elect, in its sole discretion, to provide that any Options which become exercisable solely by reason of this Paragraph 8 and which are not exercised as of the date of the Transfer of Control shall terminate effective as of the date of the Transfer of Control.
9. Effect of Change in Stock Subject to the Option. The Board shall make appropriate adjustments in the number, exercise price and class of shares of stock subject to the Option in the event of a stock dividend, stock split, reverse stock split, combination, reclassification, or like change in the capital structure of the Company. In the event a majority of the shares which are of the same class as the shares that are subject to the Option are exchanged for, converted into, or otherwise become (whether or not pursuant to a Transfer of Control) shares of another corporation (the "New Shares"), the Board may unilaterally amend the Option to provide that the Option is exercisable for New Shares. In the event of any such amendment, the number of shares and the exercise price shall be adjusted in a fair and equitable manner.
10. Rights as a Stockholder or Employee. The Optionee shall have no rights as a stockholder with respect to any shares covered by the Option until the date of the issuance of a certificate or certificates for the shares for which the Option has been exercised. No adjustment shall be made for dividends or distributions or other rights for which the record date is prior to the date such certificate or certificates are issued, except as provided in Paragraph 9 above. Nothing in the Option shall confer upon the Optionee any right to continue in the employ of a Participating Company or interfere in any way

with any right of the Participating Company Group to terminate the Optionee's employment at any time.

11. Right of First Refusal.

- (a) Right of First Refusal. In the event the Optionee proposes to sell, pledge, or otherwise transfer any shares acquired upon exercise of the Option (the "Transfer Shares") to any person or entity, including, without limitation, any shareholder of the Participating Company Group, the Company shall have the right to repurchase the Transfer Shares under the terms and subject to the conditions set forth in this Paragraph 11 (the "Right of First Refusal").
- (b) Notice of Proposed Transfer. Prior to any proposed transfer of the Transfer Shares, the Optionee shall give a written notice (the "Transfer Notice") to the Company describing fully the proposed transfer, including the number of Transfer Shares, the name and address of the proposed transferee (the "Proposed Transferee") and, if the transfer is voluntary, the proposed transfer price and containing such information necessary to show the bona fide nature of the proposed transfer. In the event of a bona fide or involuntary transfer, the proposed transfer price shall be deemed to be the fair market value of the Transfer Shares as determined by the Company in good faith. In the event the Optionee proposes to transfer any Transfer Shares to more than one (1) Proposed Transferee, the Optionee shall provide a separate Transfer Notice for the proposed transfer to each Proposed Transferee. The Transfer Notice shall be signed by both the Optionee and the Proposed Transferee and must constitute a binding commitment of the Optionee and the Proposed Transferee for the transfer of the Transfer Shares to the Proposed Transferee subject only to the Right of First Refusal.
- (c) Bona Fide Transfer. In the event that the Company shall determine that the information provided by the Optionee in the Transfer Notice is insufficient to establish the bona fide nature of a proposed voluntary transfer, the Company shall give the Optionee written notice of the Optionee's failure to comply with the procedure described in this Paragraph 11 and the Optionee shall have no right to transfer the Transfer Shares without first complying with the procedures described in this Paragraph 11. The Optionee shall not be permitted to transfer the Transfer Shares if the proposed transfer is not bona fide.
- (d) Exercise of the Right of First Refusal. In the event the proposed transfer is deemed to be bona fide, the Company shall have the right to purchase all, but not less than all, of the Transfer Shares at the purchase price and on the terms set forth in the Transfer Notice by delivery to the Optionee of a notice of exercise of the Right of First Refusal within thirty (30) days after the date the Transfer Notice is delivered to the Company. The Company's exercise or failure to exercise the Right of First Refusal with respect to any proposed transfer described in a Transfer Notice shall not affect the Company's ability to exercise the Right of First Refusal with respect to any proposed transfer described in any other Transfer

Notice, whether or not such other Transfer Notice is issued by the Optionee or issued by a person other than the Optionee with respect to a proposed transfer to the same Proposed Transferee. If the Company exercises the Right of First Refusal, the Company and the Optionee shall thereupon consummate the sale of the Transfer Shares to the Company on the terms set forth in the Transfer Notice; provided however, that in the event that the Transfer Notice provides for the payment for the Transfer Shares other than in cash, the Company shall have the option of paying for the Transfer Shares by the discounted cash equivalent of the consideration described in the Transfer Notice as reasonably determined by the Company. For purposes of the foregoing, cancellation of any indebtedness of the Optionee to any Participating Company shall be treated as payment to the Optionee in cash to the extent of the unpaid principal and any accrued interest cancelled.

- (e) Failure to Exercise the Right of First Refusal. If the Company fails to exercise the Right of First Refusal in full within the period specified in Paragraph 11(d) above, the Optionee may conclude a transfer to the Proposed Transferee of the Transfer Shares on the terms and conditions described in the Transfer Notice, provided such transfer occurs not later than one hundred twenty (120) days following delivery to the Company of the Transfer Notice. The Company shall have the right to demand further assurances from the Optionee and the Proposed Transferee (in a form satisfactory to the Company) that the transfer of the Transfer Shares was actually carried out on the terms and conditions described in the Transfer Notice. No Transfer Shares shall be transferred on the books of the Company until the Company has received such assurances, if so demanded, and has approved the proposed transfer as bona fide. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Optionee, shall again be subject to the Right of First Refusal and shall require compliance by the Optionee with the procedure described in this Paragraph 11.
- (f) Transferees of the Transfer Shares. All transferees of the Transfer Shares or any interest therein, other than the Company, shall be required as a condition of such transfer to agree in writing (in a form satisfactory to the Company) that such transferee shall receive and hold such Transfer Shares or interests subject to the provisions of this Paragraph 11 providing for the Right of First Refusal with respect to any subsequent transfer. Any sale or transfer of any shares acquired upon exercise of the Option shall be void unless the provisions of this Paragraph 11 are met.
- (g) Transfers Not Subject to the Right of First Refusal. The Right of First Refusal shall not apply to any transfer or exchange of the shares acquired pursuant to the exercise of the Option if (i) such transfer is in connection with a Transfer of

Control, (ii) such transfer is to one or more members of the Optionee's immediate family (or a trust for their benefit) provided all such transferees agree in writing to the restrictions in Paragraph 11(f), or (iii) such transfer has been approved by the Board, which approval may be granted or withheld in its complete discretion. If the consideration received pursuant to such transfer or exchange consists of stock of a Participating Company, such consideration shall remain subject to the Right of First Refusal unless the provisions of Paragraph 11(i) below result in a termination of the Right of First Refusal.

- (h) Assignment of the Right of First Refusal. The Company shall have the right to assign the Right of First Refusal at any time, whether or not the Optionee has attempted a transfer, to one (1) or more persons as may be selected by the Company.
- (i) Stock Dividends Subject to First Refusal Right. If, from time to time, there is any stock dividend, stock split, or other change in the character or amount of any of the outstanding stock of the Company, the stock of which is subject to the provisions of this Option Agreement, then, in such event, any and all new substituted or additional securities to which the Optionee is entitled by reason of the Optionee's ownership of the shares acquired upon exercise of the Option shall be immediately subject to the Right of First Refusal with the same force and effect as the shares subject to the Right of First Refusal immediately before such event.
- (j) Early Termination of the Right of First Refusal. The other provisions of this Paragraph 11 notwithstanding, the Right of First Refusal shall terminate, and be of no further force and effect upon (i) the occurrence of a Transfer of Control, unless the surviving, continuing, successor, or purchasing corporation, as the case may be, assumes the Company's rights and obligations under the Plan, or (ii) the existence of a public market for the class of shares subject to the Right of First Refusal. A "public market" shall be deemed to exist if (x) such stock is listed on a national securities exchange (as that term is used in the Exchange Act) or (y) such stock is traded on the over-the-counter market and prices therefor are published daily on business days in a recognized financial journal.

12. Escrow.

- (a) Establishment of Escrow. To insure shares subject to the Right of First Refusal will be available for repurchase, the Company may require the Optionee to deposit the certificate or certificates evidencing the shares which the Optionee purchases upon exercise of the Option with an escrow agent designated by the Company under the terms and conditions of an escrow arrangement approved by the Company. If the Company does not require such deposit as a condition of exercise of the Option, the Company reserves the right at any time to require the Optionee to so deposit the certificate or certificates in escrow. The Company shall bear the expenses of the escrow.

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- (b) Delivery of Shares to Optionee. As soon as practicable after the expiration of the Right of First Refusal, the escrow agent shall deliver to the Optionee the shares no longer subject to such restrictions.
- (c) Notices and Payments. In the event the shares held in escrow are subject to the Company's exercise of the Right of First Refusal, the notices required to be given to the Optionee shall be given to the escrow agent and any payment required to be given to the Optionee shall be given to the escrow agent. Within thirty (30) days after payment by the Company, the escrow agent shall deliver the shares which the Company has purchased to the Company and shall deliver the payment received from the Company to the Optionee.
13. Legends. The Company may at any time place legends referencing the Right of First Refusal set forth in Paragraph 11 above and an applicable federal or state securities law restriction on all certificates representing shares of stock subject to the provisions of this Option Agreement. The Optionee shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to the Option in the possession of the Optionee in order to effectuate the provisions of this Paragraph. Unless otherwise specified by the Company, legends placed on such certificates may include, but shall not be limited to, the following:
- (a) **THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH SHARES, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 OR RULE 701 UNDER THE ACT, OR THE CORPORATION RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THESE SHARES REASONABLY SATISFACTORY TO THE CORPORATION, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT.**
- (b) **THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION OR ITS ASSIGNEE SET FORTH IN AN AGREEMENT BETWEEN THE CORPORATION AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS CORPORATION.**
14. Initial Public Offering. The Optionee hereby agrees that in the event of an initial public offering of stock made by the Company under the Securities Act, the Optionee shall not offer, sell, contract to sell, pledge, hypothecate, grant any option to purchase or make any short sale of, or otherwise dispose of any shares of stock of the Company or any rights to acquire stock of the Company for such period of time as may be established by the

underwriter for such initial public offering; provided, however, that such period of time shall not exceed one hundred eighty (180) days from the effective date of the registration statement to be filed in connection with such initial public offering.

15. Binding Effect. This Option Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
16. Termination or Amendment. The Board may terminate or amend this Option Agreement at any time; provided, however, that no such termination or amendment may adversely affect the Option or any unexercised portion hereof without the consent of the Optionee.
17. Integrated Agreement. This Option Agreement, together with the Plan, constitute the entire understanding and agreement of the Optionee and the Participating Company Group with respect to the subject matter contained herein, and there are no other agreements, understandings, restrictions, representations, or warranties among the Optionee and the Company with respect to the subject matter contained herein other than those as set forth or provided for herein and therein. To the extent contemplated herein, the provisions of this Option Agreement shall survive any exercise of the Option and shall remain in full force and effect.
18. Terms and Conditions of Plan. The terms and conditions included in the Plan are incorporated by reference herein, and to the extent that any conflict may exist between any term or provision of this Option Agreement and any term or provision of the Plan, the term or provision of the Plan shall control.
19. Applicable Law. This Option Agreement shall be governed by the laws of the State of Delaware as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within the State of Delaware.

SCYREX, INC.

By: _____

Name: Yves Joseph Ribeill

Title: President

The Optionee represents that the Optionee is familiar with the terms and provisions of this Option Agreement, including the Right of First Refusal set forth in Paragraph 11, and hereby accepts the Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors of the Company made in good faith upon any questions arising under this Option Agreement.

The undersigned hereby acknowledges receipt of a copy of the Plan.

Date: _____

(Signature of Optionee)

(Printed Name of Optionee)

EXHIBIT A

[Date]

ScyRex, Inc.
2 T.W. Alexander Drive
Research Triangle Park, North Carolina 27709

Re: Exercise of Non-Qualified Stock Option

Dear Sirs:

Pursuant to the terms and conditions of the Nonqualified Stock Option Award Agreement dated as of _____, 200__ (the "Agreement"), between _____ ("Optionee") and ScyRex, Inc. (the "Company"), the Optionee hereby agrees to purchase shares (the "Shares") of the Common Stock of the Company and tender payment in full for such shares in accordance with the terms of the Agreement.

The Shares are being issued to Optionee in a transaction not involving a public offering and pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). In connection with such purchase, Optionee represents, warrants and agrees as follows:

1. The Shares are being purchased for the Optionee's own account, and not for the account of any other person, with the intent of holding the Shares for investment and not with the intent of participating, directly or indirectly, in a distribution or resale of the Shares or any portion thereof.
2. The Optionee is not acquiring the Shares based upon any representation, oral or written, by any person with respect to the future value of, or income from, the Shares, but rather upon independent examination and judgment as to the prospects of the Company.
3. The Optionee has had complete access to and the opportunity to review all material documents related to the business of the Company, has examined all such documents as the Optionee desired, is familiar with the business and affairs of the Company and realizes that any purchase of the Shares is a speculative investment and that any possible profit therefrom is uncertain.
4. The Optionee has had the opportunity to ask questions of and receive answers from the Company and its executive officers and to obtain all information necessary for the Optionee to make an informed decision with respect to the investment in the Company represented by the Shares.
5. The Optionee is able to bear the economic risk of any investment in the Shares, including the risk of a complete loss of the investment, and the Optionee acknowledges that he or

she may need to continue to bear the economic risk of the investment in the Shares for an indefinite period.

6. The Optionee understands and agrees that the Shares are being issued and sold to the Optionee without registration under any state or federal laws relating to the registration of securities, in reliance upon exemptions from registration under appropriate state and federal laws based in part upon the representations of the Optionee made herein.
7. The Company is under no obligation to register the Shares or to comply with any exemption available for sale of the Shares by the Optionee without registration, and the Company is under no obligation to act in any manner so as to make Rule 144 promulgated under the 1933 Act available with respect to any sale of the Shares by the Optionee.
8. The Optionee has not relied upon the Company or an employee or agent of the Company with respect to any tax consequences related to exercise of this Option or the disposition of the Shares. The Optionee assumes full responsibility for all such tax consequences and the filing of all tax returns and elections the Optionee may be required to or find desirable to file in connection therewith.

Very truly yours,

Print Name: _____

(Address)

THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

SCYREX, INC.

INCENTIVE STOCK OPTION AGREEMENT

ScyRex, Inc. a Delaware corporation (the "Company"), granted to the individual named below an option to purchase certain shares of common stock of the Company pursuant to the ScyRex, Inc. Stock Option Plan, in the manner and subject to the provisions of this Option Agreement.

1. Definitions:

- (a) "Code" shall mean the Internal Revenue Code of 1986, as amended. (All citations to Sections of the Code are to such Sections as they may from time to time be amended or renumbered.)
- (b) "Company" shall mean ScyRex, Inc., a Delaware corporation, and any successor corporation thereto.
- (c) "Date of Option Grant" shall mean _____.
- (d) "Disability" shall mean disability within the meaning of Section 22(e)(3) of the Code, as determined by the Board of Directors of the Company (the "Board") in its discretion under procedures established by the Board.
- (e) "Exercise Price" shall mean (\$ _____) per share as adjusted from time to time pursuant to Paragraph 9 below.
- (f) "Number of Option Shares" shall mean (_____) shares of common stock of the Company as adjusted from time to time pursuant to Paragraph 9 below.
- (g) "Option Term Date" shall mean the date ten (10) years after the Date of Option Grant.

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- (h) "Optionee" shall mean .
- (i) "Participating Company" shall mean (i) the Company and (ii) any present or future parent and/or subsidiary corporation of the Company while such corporation is a parent or subsidiary of the Company. For purposes of this Option Agreement, a parent corporation and a subsidiary corporation shall be as defined in Sections 424(e) and 424(f) of the Code.
- (j) "Participating Company Group" shall mean at any point in time all corporations collectively which are then a Participating Company.
- (k) "Plan" shall mean the ScyRex, Inc. Stock Option Plan.
2. Status of the Option. This Option is intended to be an incentive stock option as described in Section 422 of the Code, but the Company does not represent or warrant that this Option qualifies as such. The Optionee should consult with the Optionee's own tax advisors regarding the tax effects of this Option and the requirements necessary to obtain favorable income tax treatment under Section 422 of the Code, including, but not limited to, holding period requirements.
3. Administration. All questions of interpretation concerning this Option Agreement shall be determined by the Board and/or by a duly appointed committee of the Board having such powers as shall be specified by the Board. Any subsequent references herein to the Board shall also mean the committee if such committee has been appointed and, unless the powers of the committee have been specifically limited, the committee shall have all of the powers of the Board granted in the Plan, other than the power to terminate or amend the Plan as provided in Paragraph 12 of the Plan, subject to the terms of the Plan and any applicable limitations imposed by law. All determinations by the Board shall be final and binding upon all persons having an interest in the Option. Any officer of a Participating Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation or election.
4. Exercise and Vesting of the Option.
- (a) Right to Exercise. The Option shall vest and become exercisable from time to time, subject to the schedule set forth below, in whole or in part, and subject to the termination provisions of Paragraphs 6 and 7 hereof and the Optionee's agreement that any shares purchased upon exercise are subject to the Company's repurchase rights set forth in Paragraph 11 hereof:
- (i) On and after _____, _____, (the "Initial Vesting Date") the Option may be exercised to purchase up to 25% of the Number of Option Shares,

subject to Optionee's continuous service as an employee of a Participating Company; and

- (ii) On or after the last day of each successive full month of service as an employee of a Participating Company beginning on or after the Initial Vesting Date, the Option may be exercised to purchase up to an additional 2.084% of the Number of Option Shares. This provision shall be interpreted such that on or after the third annual anniversary date of the Initial Vesting Date, the Option may be exercised to purchase up to 100% of the Number of Option Shares.

The schedule set forth above is cumulative, so that shares as to which the Option has become exercisable on and after a date indicated by the schedule may be purchased pursuant to exercise of the Option at any subsequent date prior to termination of the Option. The Option may be exercised at any time and from time to time to purchase up to the number of shares as to which it is then exercisable.

Notwithstanding the foregoing, if the aggregate fair market value, determined as of the Date of Option Grant, of the stock with respect to which the Optionee may exercise incentive stock options (determined without regard to this provision) for the first time during any calendar year (under this Plan or under any other plan of the Participating Company Group), as determined in accordance with Section 422(d) of the Code, shall exceed one hundred thousand dollars (\$100,000), the Option shall be deemed a nonqualified stock option to the extent of such excess.

- (b) Method of Exercise. The Option shall be exercised by written notice to the Company in the form of **Exhibit A** hereto stating the election to exercise the Option, the number of shares for which the Option is being exercised and such other representations and agreements as to the Optionee's investment intent with respect to such shares as may be required by the Company. The written notice must be signed by the Optionee and must be delivered in person or by certified or registered mail, return receipt requested, to the Chief Financial Officer of the Company, or other authorized representative of the Participating Company Group, prior to the termination of the Option as set forth in Paragraph 6 hereof, accompanied by (i) full payment of the exercise price for the number of shares being purchased and (ii) an executed copy, if required herein, of the then current form of joint escrow instructions referenced below.
- (c) Form of Payment of Option Price. Such payment shall be made in cash, check or cash equivalent or in any other form as may be permitted by the Board in its discretion.
- (d) Withholding. At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by the Company, the Optionee hereby authorizes payroll withholding and otherwise agrees to make adequate provision for foreign, federal and state tax withholding obligations of the Company, if any, which arise

in connection with the Option, including, without limitation, obligations arising upon (i) the exercise, in whole or in part, of the Option, (ii) the transfer, in whole or in part, of any shares acquired on exercise of the Option, (iii) the operation of any law or regulation providing for the imputation of interest, or (iv) the lapsing of any restriction with respect to any shares acquired on exercise of the Option.

- (e) Certificate Registration. The certificate or certificates for the shares as to which the Option shall be exercised shall be registered in the name of the Optionee, or, if applicable, the heirs of the Optionee.
- (f) Restrictions on Grant of the Option and Issuance of Shares. The grant of the Option and the issuance of the shares upon exercise of the Option shall be subject to compliance with all applicable requirements of federal or state law with respect to such securities. The Option may not be exercised if the issuance of shares upon such exercise would constitute a violation of any applicable federal or state securities laws or other law or regulations. In addition, no Option may be exercised unless (i) a registration statement under the Securities Act of 1933, as amended (the "Securities Act"), shall at the time of exercise of the Option be in effect with respect to the shares issuable upon exercise of the Option or (ii) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act.

THE OPTIONEE IS CAUTIONED THAT THE OPTION MAY NOT BE EXERCISABLE UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, THE OPTIONEE MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED.

As a condition to the exercise of the Option, the Company may require the Optionee to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

- (g) Fractional Shares. The Company shall not be required to issue fractional shares upon the exercise of the Option.
5. Non-Transferability of the Option. The Option may be exercised during the lifetime of the Optionee only by the Optionee and may not be assigned or transferred in any manner except by will or by the laws of descent and distribution.
 6. Termination of the Option. The Option shall terminate and may no longer be exercised on the first to occur of (a) the Option Term Date as defined above, (b) the last date for exercising the Option following termination of employment as described in Paragraph 7 hereof, or (c) upon a Transfer of Control as described in Paragraph 8 hereof.

7. Termination of Employment.

- (a) Termination of the Option. If the Optionee ceases to be an employee of the Participating Company Group for any reason except death or Disability, the Option, to the extent unexercised and exercisable by the Optionee on the date on which the Optionee ceased to be an employee, may be exercised by the Optionee within three (3) months after the date on which the Optionee's employment terminates, but in any event no later than the Option Term Date; provided, however, that the Option shall not be exercisable after the date the Optionee's employment with the Participating Company Group is terminated for cause (as determined in the sole discretion of the Board). If the Optionee's employment with the Participating Company Group is terminated because of the death or Disability of the Optionee, the Option, to the extent unexercised and exercisable by the Optionee on the date on which the Optionee ceased to be an employee, may be exercised by the Optionee (or the Optionee's legal representative) at any time prior to the expiration of twelve (12) months from the date the Optionee's employment terminated, but in any event no later than the Option Term Date. The Optionee's employment shall be deemed to have terminated on account of death if the Optionee dies within three (3) months after the Optionee's termination of employment. This Paragraph shall be interpreted such that the Option ceases to vest on the date on which the Optionee ceases to be an employee of the Participating Company Group (pursuant to this Paragraph 7) for any reason, notwithstanding any period after such cessation of employment during which the Option may remain exercisable as provided in this Paragraph 7.
- (b) Termination of Employment Defined. For purposes of this Paragraph 7, the Optionee's employment shall be deemed to have terminated either upon an actual termination of employment or upon the Optionee's employer ceasing to be a Participating Company.
- (c) Exercise Prevented by Law. Except as provided in this Paragraph 7, the Option shall terminate and may not be exercised after the Optionee's employment with the Participating Company Group terminates unless the exercise of the Option in accordance with this Paragraph 7 is prevented by the provisions of Paragraph 4(f) hereof. If the exercise of the Option is so prevented, the Option shall remain exercisable until three (3) months after the date the Optionee is notified by the Company that the Option is exercisable, but in any event no later than the Option Term Date.
- (d) Optionee Subject to Section 16(b). Notwithstanding the foregoing, if the exercise of the Option within the applicable time periods set forth above would subject the Optionee to suit under Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Option shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which the Optionee would no longer be subject to such suit, (ii) the one hundred and

ninetieth (190th) day after the Optionee's termination of employment, or (iii) the Option Term Date.

- (e) Leave of Absence. For purposes hereof, the Optionee's employment with the Participating Company Group shall not be deemed to terminate if the Optionee takes any military leave, sick leave, or other bona fide leave of absence approved by the Company of ninety (90) days or less. In the event of a leave in excess of ninety (90) days, the Optionee's employment shall be deemed to terminate on the ninety-first (91st) day of the leave unless the Optionee's right to reemployment with the Participating Company Group remains guaranteed by statute or contract.
8. Transfer of Control. Upon a merger, consolidation, corporate - reorganization, or any transaction in which all or substantially all of the assets or stock of the Company are sold, leased, transferred or otherwise disposed of (other than a mere reincorporation transaction or one in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the surviving corporation) (a "Transfer of Control"), then any unexercisable portion of an outstanding Option shall become immediately exercisable as of a date prior to the Transfer of Control, which date shall be determined by the Board. Notwithstanding the foregoing, an outstanding Option shall not so accelerate if and to the extent: (i) such Option is, in connection with a Transfer of Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof), (ii) such Option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested Option at the time of such Transfer of Control and provides for subsequent payout in accordance with the same vesting schedule applicable to such Option or (iii) the acceleration of such Option is subject to other limitations imposed by the Board at the time of the grant of the Option. The determination of option comparability under clause (i) above shall be made by the Board, and its determination shall be final, binding and conclusive. The exercise of any Option that was permissible solely by reason of this Paragraph 8 shall be conditioned upon the consummation of the Transfer of Control. The Board may further elect, in its sole discretion, to provide that any Options which become exercisable solely by reason of this Paragraph 8 and which are not exercised as of the date of the Transfer of Control shall terminate effective as of the date of the Transfer of Control.
9. Effect of Change in Stock Subject to the Option. The Board shall make appropriate adjustments in the number, exercise price and class of shares of stock subject to the Option in the event of a stock dividend, stock split, reverse stock split, combination, reclassification, or like change in the capital structure of the Company. In the event a majority of the shares which are of the same class as the shares that are subject to the Option are exchanged for, converted into, or otherwise become (whether or not pursuant to a Transfer of Control) shares of another corporation (the "New Shares"), the Board may unilaterally amend the Option to provide that the Option is exercisable for New Shares. In the event of any such amendment, the number of shares and the exercise price shall be adjusted in a fair and equitable manner.

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10. Rights as a Stockholder or Employee. The Optionee shall have no rights as a stockholder with respect to any shares covered by the Option until the date of the issuance of a certificate or certificates for the shares for which the Option has been exercised. No adjustment shall be made for dividends or distributions or other rights for which the record date is prior to the date such certificate or certificates are issued, except as provided in Paragraph 9 above. Nothing in the Option shall confer upon the Optionee any right to continue in the employ of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Optionee's employment at any time.
11. Right of First Refusal.
- (a) Right of First Refusal. In the event the Optionee proposes to sell, pledge, or otherwise transfer any shares acquired upon exercise of the Option (the "Transfer Shares") to any person or entity, including, without limitation, any shareholder of the Participating Company Group, the Company shall have the right to repurchase the Transfer Shares under the terms and subject to the conditions set forth in this Paragraph 11 (the "Right of First Refusal").
- (b) Notice of Proposed Transfer. Prior to any proposed transfer of the Transfer Shares, the Optionee shall give a written notice (the "Transfer Notice") to the Company describing fully the proposed transfer, including the number of Transfer Shares, the name and address of the proposed transferee (the "Proposed Transferee") and, if the transfer is voluntary, the proposed transfer price and containing such information necessary to show the bona fide nature of the proposed transfer. In the event of a bona fide or involuntary transfer, the proposed transfer price shall be deemed to be the fair market value of the Transfer Shares as determined by the Company in good faith. In the event the Optionee proposes to transfer any Transfer Shares to more than one (1) Proposed Transferee, the Optionee shall provide a separate Transfer Notice for the proposed transfer to each Proposed Transferee. The Transfer Notice shall be signed by both the Optionee and the Proposed Transferee and must constitute a binding commitment of the Optionee and the Proposed Transferee for the transfer of the Transfer Shares to the Proposed Transferee subject only to the Right of First Refusal.
- (c) Bona Fide Transfer. In the event that the Company shall determine that the information provided by the Optionee in the Transfer Notice is insufficient to establish the bona fide nature of a proposed voluntary transfer, the Company shall give the Optionee written notice of the Optionee's failure to comply with the procedure described in this Paragraph 11 and the Optionee shall have no right to transfer the Transfer Shares without first complying with the procedures described in this Paragraph 11. The Optionee shall not be permitted to transfer the Transfer Shares if the proposed transfer is not bona fide.

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- (d) Exercise of the Right of First Refusal. In the event the proposed transfer is deemed to be bona fide, the Company shall have the right to purchase all, but not less than all, of the Transfer Shares at the purchase price and on the terms set forth in the Transfer Notice by delivery to the Optionee of a notice of exercise of the Right of First Refusal within thirty (30) days after the date the Transfer Notice is delivered to the Company. The Company's exercise or failure to exercise the Right of First Refusal with respect to any proposed transfer described in a Transfer Notice shall not affect the Company's ability to exercise the Right of First Refusal with respect to any proposed transfer described in any other Transfer Notice, whether or not such other Transfer Notice is issued by the Optionee or issued by a person other than the Optionee with respect to a proposed transfer to the same Proposed Transferee. If the Company exercises the Right of First Refusal, the Company and the Optionee shall thereupon consummate the sale of the Transfer Shares to the Company on the terms set forth in the Transfer Notice; provided however, that in the event that the Transfer Notice provides for the payment for the Transfer Shares other than in cash, the Company shall have the option of paying for the Transfer Shares by the discounted cash equivalent of the consideration described in the Transfer Notice as reasonably determined by the Company. For purposes of the foregoing, cancellation of any indebtedness of the Optionee to any Participating Company shall be treated as payment to the Optionee in cash to the extent of the unpaid principal and any accrued interest cancelled.
- (e) Failure to Exercise the Right of First Refusal. If the Company fails to exercise the Right of First Refusal in full within the period specified in Paragraph 11(d) above, the Optionee may conclude a transfer to the Proposed Transferee of the Transfer Shares on the terms and conditions described in the Transfer Notice, provided such transfer occurs not later than one hundred twenty (120) days following delivery to the Company of the Transfer Notice. The Company shall have the right to demand further assurances from the Optionee and the Proposed Transferee (in a form satisfactory to the Company) that the transfer of the Transfer Shares was actually carried out on the terms and conditions described in the Transfer Notice. No Transfer Shares shall be transferred on the books of the Company until the Company has received such assurances, if so demanded, and has approved the proposed transfer as bona fide. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Optionee, shall again be subject to the Right of First Refusal and shall require compliance by the Optionee with the procedure described in this Paragraph 11.
- (f) Transferees of the Transfer Shares. All transferees of the Transfer Shares or any interest therein, other than the Company, shall be required as a condition of such transfer to agree in writing (in a form satisfactory to the Company) that such transferee shall receive and hold such Transfer Shares or interests subject to the provisions of this Paragraph 11 providing for the Right of First Refusal with respect to any subsequent transfer. Any sale or transfer of any shares acquired

upon exercise of the Option shall be void unless the provisions of this Paragraph 11 are met.

- (g) Transfers Not Subject to the Right of First Refusal. The Right of First Refusal shall not apply to any transfer or exchange of the shares acquired pursuant to the exercise of the Option if (i) such transfer is in connection with a Transfer of Control, (ii) such transfer is to one or more members of the Optionee's immediate family (or a trust for their benefit) provided all such transferees agree in writing to the restrictions of Paragraph 11(f), or (iii) such transfer has been approved by the Board, which approval may be granted or withheld in its complete discretion. If the consideration received pursuant to such transfer or exchange consists of stock of a Participating Company, such consideration shall remain subject to the Right of First Refusal unless the provisions of Paragraph 11(i) below result in a termination of the Right of First Refusal.
- (h) Assignment of the Right of First Refusal. The Company shall have the right to assign the Right of First Refusal at any time, whether or not the Optionee has attempted a transfer, to one (1) or more persons as may be selected by the Company.
- (i) Stock Dividends Subject to First Refusal Right. If, from time to time, there is any stock dividend, stock split, or other change in the character or amount of any of the outstanding stock of the Company, the stock of which is subject to the provisions of this Option Agreement, then, in such event, any and all new substituted or additional securities to which the Optionee is entitled by reason of the Optionee's ownership of the shares acquired upon exercise of the Option shall be immediately subject to the Right of First Refusal with the same force and effect as the shares subject to the Right of First Refusal immediately before such event.
- (j) Early Termination of the Right of First Refusal. The other provisions of this Paragraph 11 notwithstanding, the Right of First Refusal shall terminate, and be of no further force and effect, upon (i) the occurrence of a Transfer of Control, unless the surviving, continuing, successor, or purchasing corporation, as the case may be, assumes the Company's rights and obligations under the Plan, or (ii) the existence of a public market for the class of shares subject to the Right of First Refusal. A "public market" shall be deemed to exist if (x) such stock is listed on a national securities exchange (as that term is used in the Exchange Act) or (y) such stock is traded on the over-the-counter market and prices therefor are published daily on business days in a recognized financial journal.

12. Escrow.

- (a) Establishment of Escrow. To insure shares subject to the Right of First Refusal will be available for repurchase, the Company may require the Optionee to deposit the certificate or certificates evidencing the shares which the Optionee purchases upon exercise of the Option with an escrow agent designated by the

Company under the terms and conditions of an escrow arrangement approved by the Company. If the Company does not require such deposit as a condition of exercise of the Option, the Company reserves the right at any time to require the Optionee to so deposit the certificate or certificates in escrow. The Company shall bear the expenses of the escrow.

- (b) Delivery of Shares to Optionee. As soon as practicable after the expiration of the Right of First Refusal, the escrow agent shall deliver to the Optionee the shares no longer subject to such restrictions.
 - (c) Notices and Payments. In the event the shares held in escrow are subject to the Company's exercise of the Right of First Refusal, the notices required to be given to the Optionee shall be given to the escrow agent and any payment required to be given to the Optionee shall be given to the escrow agent. Within thirty (30) days after payment by the Company, the escrow agent shall deliver the shares which the Company has purchased to the Company and shall deliver the payment received from the Company to the Optionee.
13. Notice of Sales Upon Disqualifying Disposition. The Optionee shall dispose of the shares acquired pursuant to the Option only in accordance with the provisions of this Option Agreement. In addition, the Optionee shall promptly notify the Chief Financial Officer of the Company if the Optionee disposes of any of the shares acquired pursuant to the Option within one (1) year from the date the Optionee exercises all or part of the Option or within two (2) years of the date of grant of the Option. Until such time as the Optionee disposes of such shares in a manner consistent with the provisions of this Option Agreement, the Optionee shall hold all shares acquired pursuant to the Option in the Optionee's name (and not in the name of any nominee) for the one-year period immediately after exercise of the Option and the two-year period immediately after grant of the Option. At any time during the one-year or two-year periods set forth above, the Company may place a legend or legends on any certificate or certificates representing shares acquired pursuant to the Option requesting the transfer agent for the Company's stock to notify the Company of any such transfers. The obligation of the Optionee to notify the Company of any such transfer shall continue notwithstanding that a legend has been placed on the certificate or certificates pursuant to the preceding sentence.
14. Legends. The Company may at any time place legends referencing the Right of First Refusal set forth in Paragraph 11 above and any applicable federal or state securities law restriction on all certificates representing shares of stock subject to the provisions of this Option Agreement. The Optionee shall, at the request of the Company, promptly present to the Company any and all certificates representing shares acquired pursuant to the Option in the possession of the Optionee in order to effectuate the provisions of this Paragraph. Unless otherwise specified by the Company, legends placed on such certificates may include, but shall not be limited to, the following:
- (a) **AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED OR HYPOTHECATED UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH**

SHARES, THE SALE IS MADE IN ACCORDANCE WITH RULE 144 OR RULE 701 UNDER THE ACT, OR THE CORPORATION RECEIVES AN OPINION OF COUNSEL FOR THE HOLDER OF THESE SHARES REASONABLY SATISFACTORY TO THE CORPORATION, STATING THAT SUCH SALE, TRANSFER ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT.

- (b) THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL OPTION IN FAVOR OF THE CORPORATION OR ITS ASSIGNEE SET FORTH IN AN AGREEMENT BETWEEN THE CORPORATION AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS CORPORATION.
- (c) THE SHARES EVIDENCED BY THIS CERTIFICATE WERE ISSUED BY THE CORPORATION TO THE REGISTERED HOLDER UPON EXERCISE OF AN INCENTIVE STOCK OPTION AS DEFINED IN SECTION 422 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. THE TRANSFER AGENT FOR THE SHARES EVIDENCED HEREBY SHALL NOTIFY THE CORPORATION IMMEDIATELY OF ANY TRANSFER OF THE SHARES BY THE REGISTERED HOLDER HEREOF MADE ON OR BEFORE THE REGISTERED HOLDER SHALL HOLD ALL SHARES PURCHASED UNDER THE OPTION IN THE REGISTERED HOLDER'S NAME (AND NOT IN THE NAME OF ANY NOMINEE) FOR A PERIOD OF ONE YEAR FROM THE DATE OF EXERCISE OF THE OPTION OR TWO YEARS FROM THE DATE OF GRANT OF THE OPTION.
15. Initial Public Offering. The Optionee hereby agrees that in the event of an initial public offering of stock made by the Company under the Securities Act, the Optionee shall not offer, sell, contract to sell, pledge, hypothecate, grant any option to purchase or make any short sale of, or otherwise dispose of any shares of stock of the Company or any rights to acquire stock of the Company for such period of time as may be established by the underwriter for such initial public offering; provided, however, that such period of time shall not exceed one hundred eighty (180) days from the effective date of the registration statement to be filed in connection with such initial public offering.
16. Binding Effect. This Option Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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17. Termination or Amendment. The Board may terminate or amend this Option Agreement at any time; provided, however, that no such termination or amendment may adversely affect the Option or any unexercised portion hereof without the consent of the Optionee unless such amendment is required to enable the Option to qualify as an Incentive Stock Option.
 18. Integrated Agreement. This Option Agreement, together with the Plan, constitute the entire understanding and agreement of the Optionee and the Participating Company Group with respect to the subject matter contained herein, and there are no other agreements, understandings, restrictions, representations, or warranties among the Optionee and the Company with respect to the subject matter contained herein other than those as set forth or provided for herein and therein. To the extent contemplated herein, the provisions of this Option Agreement shall survive any exercise of the Option and shall remain in full force and effect.
 19. Terms and Conditions of Plan. The terms and conditions included in the Plan are incorporated by reference herein, and to the extent that any conflict may exist between any term or provision of this Option Agreement and any term or provision of the Plan, the term or provision of the Plan shall control.
 20. Applicable Law. This Option Agreement shall be governed by the laws of the State of Delaware as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within the State of Delaware.
 21. Effect of Certain Transactions. Notwithstanding anything to contrary in this Option Agreement, in the event that the Optionee has entered into a nondisclosure, invention and/or non-competition agreement with the Company and the Optionee breaches any such agreement, the Optionee shall forfeit 100% of the Option granted pursuant to this Option Agreement, whether or not vested or exercisable.

SCYREX, INC.

By: _____
Name: Yves Joseph Ribeill
Title: President

The Optionee represents that the Optionee is familiar with the terms and provisions of this Option Agreement, including the Right of First Refusal set forth in Paragraph 11, and hereby accepts the Option subject to all of the terms and provisions thereof. The Optionee hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board of Directors of the Company made in good faith upon any questions arising under this Option Agreement.

The undersigned hereby acknowledges receipt of a copy of the Plan.

Date: _____

(Signature of Optionee)

(Printed Name of Optionee)

EXHIBIT A

[Date]

ScyRex, Inc.
2 T.W. Alexander Drive
Research Triangle Park, North Carolina 27709

Re: Exercise of Incentive Stock Option

Dear Sirs:

Pursuant to the terms and conditions of the Incentive Stock Option Award Agreement dated as of _____, 200__ (the "Agreement"), between _____ ("Optionee") and ScyRex, Inc. (the "Company"), Optionee hereby agrees to purchase shares (the "Shares") of the Common Stock of the Company and tender payment in full for such shares in accordance with the terms of the Agreement.

The Shares are being issued to Optionee in a transaction not involving a public offering and pursuant to an exemption from registration under the Securities Act of 1933, as amended (the "1933 Act"). In connection with such purchase, Optionee represents, warrants and agrees as follows:

1. The Shares are being purchased for the Optionee's own account and not for the account of any other person, with the intent of holding the Shares for investment and not with the intent of participating, directly or indirectly, in a distribution or resale of the Shares or any portion thereof.
2. The Optionee is not acquiring the Shares based upon any representation, oral or written, by any person with respect to the future value of, or income from, the Shares, but rather upon independent examination and judgment as to the prospects of the Company.
3. The Optionee has had complete access to and the opportunity to review all material documents related to the business of the Company, has examined all such documents as the Optionee desired, is familiar with the business and affairs of the Company and realizes that any purchase of the Shares is a speculative investment and that any possible profit therefrom is uncertain.
4. The Optionee has had the opportunity to ask questions of and receive answers from the Company and its executive officers and to obtain all information necessary for the Optionee to make an informed decision with respect to the investment in the Company represented by the Shares.

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5. The Optionee is able to bear the economic risk of any investment in the Shares, including the risk of a complete loss of the investment, and the Optionee acknowledges that he or she may need to continue to bear the economic risk of the investment in the Shares for an indefinite period.
 6. The Optionee understands and agrees that the Shares are being issued and sold to the Optionee without registration under any state or federal laws relating to the registration of securities, in reliance upon exemptions from registration under appropriate state and federal laws based in part upon the representations of the Optionee made herein.
 7. The Company is under no obligation to register the Shares or to comply with any exemption available for sale of the Shares by the Optionee without registration, and the Company is under no obligation to act in any manner so as to make Rule 144 promulgated under the 1933 Act available with respect to any sale of the Shares by the Optionee.
 8. The Optionee has not relied upon the Company or an employee or agent of the Company with respect to any tax consequences related to exercise of this Option or the disposition of the Shares. The Optionee assumes full responsibility for all such tax consequences and the filing of all tax returns and elections the Optionee may be required to or find desirable to file in connection therewith.

Very truly yours,

Print Name: _____

SCYNEXIS, INC.

2009 STOCK OPTION PLAN

1. Purpose

The purpose of this 2009 Stock Option Plan (the “**Plan**”) of SCYNEXIS, Inc., a Delaware corporation (the “**Company**”), is to advance the interests of the Company’s stockholders by enhancing the Company’s ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities and performance-based incentives that are intended to align their interests with those of the Company’s stockholders. Except where the context otherwise requires, the term “**Company**” includes the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “**Code**”) and other business ventures (including, without limitation, any joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the “**Board**”).

2. Eligibility

All of the Company’s employees, officers, directors, and individual consultants and advisors (each a “**Service Provider**”) are eligible to receive options (each, an “**Option**”) to purchase shares of the common stock of the Company, \$0.001 par value per share (the “**Common Stock**”) under the Plan. Each person who receives an Option under the Plan is deemed a “**Participant**.”

3. Administration and Delegation

(a) Administration by Board of Directors. The Plan shall be administered by the Board. The Board shall have authority to grant Options and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Option in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board’s sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Option. No director or person acting pursuant to the authority delegated by the Board shall be liable for any action or determination relating to or under the Plan made in good faith.

(b) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a “**Committee**”). All references in the Plan to the “**Board**” shall mean the Board or a Committee of the Board to the extent that the Board’s powers or authority under the Plan have been delegated to such Committee.

4. Stock Available for Options.

1.

(a) Subject to adjustment under Section 6, Options may be made under the Plan for up to 4,125,742 shares of the Common Stock. If any Option expires or is terminated, surrendered or canceled without having been fully exercised or is forfeited in whole or in part or results in any Common Stock not being issued, the unused Common Stock covered by such Option shall again be available for the grant of Options under the Plan. Further, shares of Common Stock tendered to the Company by a Participant to exercise an Option shall be added to the number of shares of Common Stock available for the grant of Options under the Plan. However, in the case of Incentive Stock Options (as hereinafter defined), the foregoing provisions shall be subject to any limitations under the Code. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

(b) Determination of Number of Shares Available for Grant Under the Plan. The minimum number of shares of Common Stock available for grant under the Plan shall be 520,031. This number shall be increased from time to time as follows: up to an additional 3,605,711 additional shares of Common Stock shall be available for grant under this 2009 Stock Option Plan, with one share becoming available for grant with respect to each option to purchase one share of Common Stock outstanding (as of the date of adoption of this 2009 Stock Option Plan) under the Company's prior Scynexis, Inc. Stock Option Plan, as amended, which was adopted in 1999, which is terminated, surrendered or canceled without having been fully exercised. All determinations pursuant to the foregoing clauses shall be made to the nearest whole share, such that no partial shares shall be reserved for grant hereunder.

(c) Substitute Options. In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Board may grant Options in substitution for any options granted by such entity or an affiliate thereof. Substitute Options may be granted on such terms as the Board deems appropriate in the circumstances, notwithstanding any limitations on Options contained in the Plan. Substitute Options shall not count against the overall share limit set forth in Section 4(a), except as may be required by reason of Section 422 and related provisions of the Code.

5. Stock Options

(a) General. The Board may grant Options and determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable federal or state securities laws, as it considers necessary or advisable. An Option, or portion of an Option, which is not intended to be or fails to qualify as an Incentive Stock Option (as hereinafter defined) shall be designated a "**Nonstatutory Stock Option.**"

(b) Incentive Stock Options. An Option that the Board intends to be an "incentive stock option" as defined in Section 422 of the Code (an "**Incentive Stock Option**") shall only be granted to employees of the Company and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code, and shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. A Participant who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company shall not be eligible for the grant of an Incentive Stock Option unless (i) the exercise price is at least 110% of the Fair Market Value (as defined below) on the date the Option is granted and (ii)

such Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date the Option is granted. The Company shall have no liability to a Participant, or any other party, if an Option (or any part thereof) that is intended to be an Incentive Stock Option is not an Incentive Stock Option or for any action taken by the Board pursuant to Section 7(f), including without limitation the conversion of an Incentive Stock Option to a Nonstatutory Stock Option.

(c) Exercise Price. The Board shall establish the exercise price of each Option and specify such exercise price in the applicable option agreement. The exercise price shall be not less than 100% of the Fair Market Value on the date the Option is granted; provided that if the Board approves the grant of an Option with an exercise price to be determined on a future date, the exercise price shall be not less than 100% of the Fair Market Value on such future date. The term “**Fair Market Value**” shall mean, as of a given date: (i) if the Common Stock is listed on a national securities exchange, the last sale price of the Common Stock in the principal trading market for the Common Stock on such date; (ii) if the Common Stock is not listed on a national securities exchange, but is traded in the over-the counter market, the closing bid price for the Common Stock on such date, as reported by the OTC Bulletin Board or the National Quotation Bureau, Incorporated or similar publisher of such quotations; or (iii) if the Common Stock is not listed on a national securities exchange or traded in the over-the-counter market, such price as shall be determined by (or in a manner approved by) the Board in good faith and in compliance with applicable provisions of the Code and the regulations issued thereunder.

(d) Duration of Options. Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement.

(e) Exercise of Option. Options may be exercised by delivery to the Company of a written notice of exercise signed by the proper person or by any other form of notice (including electronic notice) approved by the Board together with payment in full as specified in Section 5(f) for the number of shares of Common Stock for which the Option is exercised. Shares of Common Stock subject to the Option will be delivered by the Company following exercise as soon as practicable.

(f) Payment Upon Exercise. Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company;

(2) to the extent approved by the Board, in its sole discretion, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) to the extent approved by the Board, in its sole discretion, when the Common Stock is registered under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and to the extent provided for in the applicable option agreement or approved by the Board, in its sole discretion, by delivery (either by actual delivery or attestation) of shares

of Common Stock owned by the Participant valued at their Fair Market Value, provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Board in its discretion and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) to the extent approved by the Board, in its sole discretion, by (i) delivery of a promissory note of the Participant to the Company on terms determined by the Board, or (ii) payment of such other lawful consideration as the Board may determine; or

(5) by any combination of the above permitted forms of payment.

6. Adjustments for Changes in Common Stock and Certain Other Events

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under this Plan, and (ii) the number and class of securities and exercise price per share of each outstanding Option shall be equitably adjusted by the Company (or substituted Options may be made, if applicable) in the manner determined by the Board. Without limiting the generality of the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to an outstanding Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

(b) Change in Control

(1) Definition. Unless otherwise specifically provided in an Option agreement, a “**Change in Control**” shall be deemed to have occurred upon the consummation of a merger, consolidation, corporate reorganization, or any transaction in which all or substantially all of the assets or stock of the Company are sold, leased, transferred or otherwise disposed of (other than a mere reincorporation transaction or one in which the holders of capital stock of the Company immediately prior to such merger or consolidations continue to hold at least a majority of the voting power of the surviving corporation).

(2) Consequences of a Change in Control on Options. Upon a Change in Control, any then unexercisable portion of an outstanding Option shall become immediately exercisable as of a date prior to the Change in Control, which date shall be determined by the Board. Notwithstanding the foregoing, an outstanding Option shall not so accelerate if and to the extent: (i) such Option is, in connection with a Change in Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof), (ii) such Option is to

be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested Option at the time of such Change in Control and provides for subsequent payout in accordance with the same vesting schedule applicable to such Option or (iii) the acceleration of such Option is subject to other limitations imposed by the Board at the time of the grant of the Option. The determination of option comparability under clause (i) above shall be made by the Board, and its determination shall be final, binding and conclusive. The exercise of any Option that was permissible solely by reason of this Section 6(b)(2) shall be conditioned upon the consummation of the Change in Control. The Board may further elect, in its sole discretion to provide that any Options which became exercisable solely by reason of this Section 6(b)(2) and which are not exercised as of the date of the Change in Control shall terminate effective as of the date of the Change in Control.

7. General Provisions Applicable to Options

(a) Transferability of Options. Except as the Board may otherwise expressly determine or provide in an Option, Options shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, other than in the case of an Incentive Stock Option, pursuant to a qualified domestic relations order, and, during the life of the Participant, shall be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

(b) Documentation. Unless otherwise expressly determined by the Board, each Incentive Stock Option shall be evidenced by a Notice of Incentive Stock Option and Incentive Stock Option Agreement substantially in the form attached as **Exhibit A**, and each Nonstatutory Stock Option shall be evidenced by a Notice of Nonstatutory Stock Option and Nonstatutory Stock Option Agreement substantially in the form attached as **Exhibit B**. Each Option may contain terms and conditions in addition to those set forth in the Plan.

(c) Board Discretion. Except as otherwise provided by the Plan, each Option may be made alone or in addition or in relation to any other Option. The terms of each Option need not be identical, and the Board need not treat Participants uniformly.

(d) Termination of Status. The Board shall determine the effect on an Option of the disability, death, termination of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Option.

(e) Withholding. The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver stock certificates or otherwise recognize ownership of Common Stock under an Option. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise of an Option or, if the

Company so requires, at the same time as is payment of the exercise price unless the Company determines otherwise. If provided for in an Option or approved by the Board in its sole discretion, a Participant may satisfy such tax obligations in whole or in part by delivery of shares of Common Stock, including shares retained from the Option creating the tax obligation, valued at their Fair Market Value; provided, however, except as otherwise provided by the Board, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares surrendered to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

(f) Amendment of Option.

(1) The Board may amend, modify or terminate any outstanding Option, including but not limited to, changing the date of exercise or realization, and converting an Incentive Stock Option to a Nonstatutory Stock Option, provided that the Participant's consent to such action shall be required unless the Board determines in good faith that the action, taking into account any related action, would not materially and adversely affect the Participant.

(2) The Board may, without stockholder approval, amend any outstanding Option granted under the Plan to provide an exercise price per share that is lower than the then-current exercise price per share of such outstanding Option provided that such amended exercise price is at least equal to the then-current Fair Market Value. The Board may also, without stockholder approval, cancel any outstanding Option (whether or not granted under the Plan) and grant in substitution new Options under the Plan covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then-current exercise price per share of the cancelled Option.

(g) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Option have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules, regulations or contracts of the Company.

(h) Acceleration. The Board may at any time provide that any Option shall become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

8. Miscellaneous

(a) No Right To Employment or Other Status. No person shall have any claim or right to be granted an Option, and the grant of an Option shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The

Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Option.

(b) No Rights As Stockholder. Subject to the provisions of the applicable Option, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to an Option until becoming the record holder of such shares. Notwithstanding the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend or otherwise and the exercise price of and the number of shares subject to such Option are adjusted as of the effective date of the stock dividend or split (rather than as of the record date for such stock dividend or split), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend or split shall be entitled to receive, on the distribution date, the stock dividend or split with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend or split.

(c) Effective Date and Term of Plan. The Plan shall become effective on the date on which it is adopted by the Board. No Options shall be granted under the Plan after the expiration of 10 years from the earlier of (i) the date on which the Plan was adopted by the Board or (ii) the date the Plan was approved by the Company's stockholders, but Options previously granted may extend beyond that date.

(d) Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time; provided, however, that if at any time the approval of the Company's stockholders is required as to any modification or amendment under Section 422 of the Code or any successor provision with respect to Incentive Stock Options, the Board may not effect such modification or amendment without such approval. Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this Section 8(d) shall apply to, and be binding on the holders of, all Options outstanding under the Plan at the time the amendment is adopted, provided the Board determines in good faith that such amendment does not materially and adversely affect the rights of Participants under the Plan.

(e) Authorization of Sub-Plans. The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable blue sky, securities or tax laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to this Plan containing (i) such limitations on the Board's discretion under the Plan as the Board deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

(f) Compliance with Code Section 409A. It is intended that all Options granted hereunder be either exempt from, or issued in compliance with, Code Section 409A. The Company shall have no liability to a Participant, or any other party, if an Option that is intended

to be exempt from, or compliant with, Code Section 409A is not so exempt or compliant, or for any action taken by the Board.

(g) Governing Law. The provisions of the Plan and all Options made hereunder shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware, as to matters within the scope thereof, and the internal laws of the State of North Carolina (without reference to conflict of law provisions), as to all other matters.

* * * * *

EXHIBIT A

**Notice of Incentive Stock Option
and
Incentive Stock Option Agreement**

9.

SCYNEXIS, INC.

NOTICE OF INCENTIVE STOCK OPTION
2009 STOCK OPTION PLAN

SCYNEXIS, Inc., a Delaware corporation (the “**Company**”) grants to the undersigned (the “**Participant**”) the following incentive stock option to purchase shares (the “**Shares**”) of the common stock of the Company, par value \$0.001 per share (the “**Common Stock**”), pursuant to the Company’s 2009 Stock Option Plan (the “**Plan**”):

Participant: [Participant Name]
Total Number of Shares: [Number of Shares]
Grant Date: [Grant Date]
Exercise Price per Share: \$[Exercise Price]
Vesting Commencement Date: [Vesting Date]
Vesting Schedule: [Describe Vesting Schedule]
Final Exercise Date: [Expiration Date]. This Option may expire earlier pursuant to Section 3 of the Incentive Stock Option Agreement if the Participant’s relationship with the Company is terminated or pursuant to Section 6 of the Plan.

This incentive stock option is granted under and governed by the terms and conditions of the Plan and the Incentive Stock Option Agreement, both of which are incorporated herein by reference. By signing below, the Participant accepts this incentive stock option, acknowledges receipt of a copy of the Plan and the Incentive Stock Option Agreement, and agrees to the terms thereof.

[PARTICIPANT NAME]

SCYNEXIS, INC.

(Signature)

By: _____

Name: _____

Address: _____

Title: _____

Date: _____

THE OPTION GRANTED PURSUANT TO THIS AGREEMENT AND THE SHARES ISSUABLE UPON THE EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR APPLICABLE LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

SCYNEXIS, INC.

INCENTIVE STOCK OPTION AGREEMENT
Granted under 2009 Stock Option Plan

1. Grant of Option.

This Incentive Stock Option Agreement (the “**Agreement**”) evidences the grant by SCYNEXIS, Inc., a Delaware corporation (the “**Company**”), on the Grant Date to the Participant, an employee of the Company, of an option (this “**Option**”) to purchase, in whole or in part, on the terms provided herein and in the Plan, the Total Number of Shares at the Exercise Price per Share, all as defined and set forth in the accompanying Notice of Incentive Stock Option (the “**Notice**”). Capitalized terms that are not otherwise defined herein or in the Notice shall have the meanings given to such terms in the Plan.

It is intended that this Option shall be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “**Code**”). If for any reason the Option, or any portion thereof, does not meet the requirements of Section 422 of the Code, then the Option, or any portion thereof, as necessary, shall be deemed a nonstatutory stock option granted under the Plan. Except as otherwise indicated by the context, the term “Participant,” as used in this Agreement, shall include any person who acquires the right to exercise this Option validly under its terms.

2. Vesting Schedule.

This Option shall vest and become exercisable at the time or times set forth in the accompanying Notice.

In addition, this Option may vest and become exercisable on an accelerated basis as follows: upon a Change in Control (as defined in the Plan), any then unexercisable portion of this Option shall become immediately exercisable as of a date prior to the Change in Control, which date shall be determined by the Board of Directors of the Company (the “Board”). Notwithstanding the foregoing, this Option shall not so accelerate if and to the extent: (i) this Option is, in connection with a Change in Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof), (ii) this Option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested portion of this Option at the time of such Change in Control and provides for subsequent payout in accordance with the same vesting schedule applicable to this Option or (iii) the acceleration of this Option is subject to other limitations imposed by the Board at the time of

the grant of this Option. The determination of option comparability under clause (i) above shall be made by the Board, and its determination shall be final, binding and conclusive. The exercise of any portion of this Option that was permissible solely by reason of this Paragraph 2(b) shall be conditioned upon the consummation of the Change in Control. The Board may further elect, in its sole discretion to provide that any portion of this Option which became exercisable solely by reason of this Paragraph 2(b) and which is not exercised as of the date of the Change in Control shall terminate effective as of the date of the Change in Control.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this Option shall be in writing in substantially the form of the Notice of Stock Option Exercise attached to this Agreement as **Exhibit A**, signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of Shares subject to this Option; provided that, no partial exercise of this Option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this Option may not be exercised unless the Participant, at the time of the exercise of this Option, is, and has been at all times since the Grant Date, an employee, officer, director, individual consultant or advisor (a “**Service Provider**”) to or of the Company or any subsidiary of the Company as defined in Section 424 (f) of the Code (an “**Eligible Participant**”).

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this Option shall terminate three months after such cessation (but in no event after the Final Exercise Date); provided that, this Option shall be exercisable only to the extent that the Participant was entitled to exercise this Option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment agreement, confidentiality and nondisclosure agreement, or other agreement between the Participant and the Company, the right to exercise this Option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while the Participant is an Eligible Participant and the Company has not terminated such relationship for “Cause” (as defined below), this Option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee); provided that, this Option shall be exercisable only to the extent that this Option was exercisable by the Participant on the date of the Participant’s death or disability, and further provided that this Option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant’s status as a Service Provider is terminated by the Company for Cause (as defined below), the right to exercise this Option shall terminate immediately upon the effective date of such termination.

If the Participant is party to an agreement with the Company that contains an applicable definition of “cause”, “Cause” shall have the meaning ascribed to such term in such agreement. Otherwise, “Cause” shall mean willful misconduct by the Participant or willful failure by the Participant to perform the Participant’s responsibilities to the Company (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Company), as determined by the Company, which determination shall be conclusive.

4. Restrictions on Transfer; Rights of First Refusal.

(a) Bylaws. The Participant acknowledges and agrees that the Shares are subject to the provisions of the Company’s Bylaws, as amended from time to time (the “Bylaws”), including without limitation, all restrictions on transfer and rights of first refusal described in the Bylaws. The Participant may inspect the Bylaws at the Company’s principal office.

(b) Legend. Any certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer and/or voting of the Company securities):

“The securities represented by this certificate, and the transfer thereof, are subject to the restriction on transfer provisions of the Bylaws of the Company, a copy of which is on file in, and may be examined at, the principal office of the Company”

(c) Agreement in Connection with Public Offering. The Participant agrees, in connection with the initial underwritten public offering of the Company’s securities pursuant to a registration statement under the Securities Act of 1933, as amended (the “Securities Act”): (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Participant (other than those shares included in the offering) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company’s securities for a period of 180 days from the effective date of such registration statement, which period may be extended upon the request of the underwriters for an additional period of up to fifteen (15) days if the Company issues or proposes to issue an earnings or other public release within fifteen (15) days of the expiration of the 180-day lockup period, and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering.

(d) The Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters of such offering which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested, by the Company or the underwriters of such offering, the Participant shall provide, within 10 days of such request, such information as may be required by the Company or such underwriters in connection with the completion of any public offering of the Company’s securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 5 shall not apply to a registration relating solely to employee benefits plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the

future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of the applicable period. Participant agrees that any transferee of this Option or Shares pursuant to this Agreement shall be bound by this Section 5.

5. Tax Matters.

(a) Withholding. No Shares shall be issued pursuant to the exercise of this Option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this Option.

(b) Disqualifying Disposition. If the Participant disposes of Shares acquired upon exercise of this Option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this Option, the Participant shall immediately notify the Company in writing of such disposition and shall timely satisfy all resulting tax obligations and shall hold the Company harmless with respect to any such tax obligations.

(c) Code Section 409A. The Exercise Price is intended to be the Fair Market Value of the Common Stock on the Grant Date. The Company has determined the Fair Market Value of the Common Stock in good faith and using the reasonable application of a reasonable valuation method, for purposes of determining the Exercise Price. Notwithstanding this, the Internal Revenue Service may assert that the Fair Market Value of the Common Stock on the Grant Date was greater than the Exercise Price. Under Code Section 409A, if the Exercise Price is less than the Fair Market Value of the Common Stock as of the Grant Date, this Option may be treated as a form of deferred compensation and the Participant may be subject to an additional twenty percent (20%) tax, plus interest and possible penalties. The Participant acknowledges that the Company has advised the Participant to consult with a tax adviser regarding the potential impact of Code Section 409A and that the Company, in the exercise of its sole discretion and without the consent of the Participant, may amend or modify this Agreement in any manner and delay the payment of any amounts payable pursuant to this Agreement to the minimum extent necessary to meet the requirements of Code Section 409A, as amplified by any Internal Revenue Service or U.S. Treasury Department regulations or guidance as the Company deems appropriate or advisable.

(d) Nontransferability of Option. This Option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this Option shall be exercisable only by the Participant.

(e) Provisions of the Plan. This Option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Option.

6. Entire Agreement; Governing Law. The Plan and the accompanying Notice are incorporated herein by reference. This Agreement, the Notice and the Plan constitute the entire agreement between the Company and the Participant with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the

Participant with respect to the subject matter hereof. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware, as to matters within the scope thereof, and the internal laws of the State of North Carolina (without reference to conflict of law provisions), as to all other matters.

7. Amendment. Except as set forth in Section 6(c), this Agreement may not be modified or amended in any manner adverse to the Participant's interest except by means of a writing signed by the Company and Participant.

8. No Guarantee of Continued Service. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF OPTIONS PURSUANT TO THE VESTING SCHEDULE SET FORTH HEREIN AND IN THE NOTICE ARE EARNED ONLY BY CONTINUING SERVICE AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE PARTICIPANT'S SERVICE WITH OR WITHOUT CAUSE.

* * *

Exhibit A

SCYNEXIS, INC.

**NOTICE OF INCENTIVE STOCK OPTION EXERCISE
2009 STOCK OPTION PLAN**

The undersigned (the “**Participant**”) has previously been awarded an incentive stock option (the “**Option**”) to purchase shares (the “**Shares**”) of the common stock of SCYNEXIS, Inc., a Delaware corporation (the “**Company**”), pursuant to the Company’s 2009 Stock Option Plan (the “**Plan**”), and hereby notifies the Company of the Participant’s desire to exercise the Option on the terms set forth herein:

PARTICIPANT INFORMATION:

Name:
Address:

Taxpayer ID #:

OPTION INFORMATION:

Grant Date:
Exercise Price Per \$
Share:
Total Shares
Covered by Option:

EXERCISE INFORMATION:

Number of Shares
Being Purchased:

Aggregate Exercise Price: \$

Form of Payment (check all that apply):
Check for \$ made payable to “SCYNEXIS, Inc.”

Cash in the amount of \$

Please register the
Shares in my name as
follows:

(Print name as it is to appear on stock certificate)

REPRESENTATIONS AND WARRANTIES OF THE PARTICIPANT:

1. The Participant hereby represents and warrants to the Company that, as of the date hereof:
2. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the “**Securities Act**”), or any rule or regulation under the Securities Act.
3. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.
4. I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.
5. I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.
6. I acknowledge that I am acquiring the Shares subject to all other terms of the Plan, including the Notice of Incentive Stock Option and related Incentive Stock Option Agreement.
7. I acknowledge that the Company has encouraged me to consult my own adviser to determine the tax consequences of acquiring the Shares at this time. I acknowledge that the Company has encouraged me to consult my own adviser to determine the form of ownership that is appropriate for me.
8. I acknowledge that the Shares remain subject to the Company’s right of first refusal in the Bylaws and the market stand-off (sometimes referred to as the “lock-up”), all in accordance with the applicable Notice of Incentive Stock Option and related Incentive Stock Option Agreement.
9. I understand that (i) the Shares have not been registered under the Securities Act and are “restricted securities” within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least six months or one year (depending on whether the Company is subject to the reporting obligations of the Securities Exchange Act of 1934, as amended) and even then will not be available unless applicable terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

(Print Participant Name)

(Signature)

Date:

18.

EXHIBIT B

Notice of Nonstatutory Stock Option

and

Nonstatutory Stock Option Agreement

19.

SCYNEXIS, INC.

NOTICE OF NONSTATUTORY STOCK OPTION
2009 STOCK OPTION PLAN

SCYNEXIS, Inc., a Delaware corporation (the “**Company**”) grants to the undersigned (the “**Participant**”) the following nonstatutory stock option to purchase shares (the “**Shares**”) of the common stock of the Company, par value \$0.001 per share (the “**Common Stock**”) pursuant to the Company’s 2009 Stock Option Plan (the “**Plan**”):

Participant: [Participant Name]
Total Number of Shares: [Number of Shares]
Grant Date: [Grant Date]
Exercise Price per Share: \$[Exercise Price]
Vesting Commencement Date: [Vesting Date]
Vesting Schedule: [Describe Vesting Schedule]
Final Exercise Date: [Expiration Date]. This option may expire earlier pursuant to Section 3 of the Nonstatutory Stock Option Agreement if the Participant’s relationship with the Company is terminated, or pursuant to Section 6 of the Plan.

This nonstatutory stock option is granted under and governed by the terms and conditions of the Plan and the accompanying Nonstatutory Stock Option Agreement, both of which are incorporated herein by reference. By signing below, the Participant accepts this nonstatutory stock option, acknowledges receipt of a copy of the Plan and the Nonstatutory Stock Option Agreement, and agrees to the terms thereof.

[PARTICIPANT NAME]

SCYNEXIS, INC.

By: _____
(Signature)

Name: _____

Address: _____

Date: _____

Title: _____

THE OPTION GRANTED PURSUANT TO THIS AGREEMENT AND THE SHARES ISSUABLE UPON THE EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT OR APPLICABLE LAWS OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

SCYNEXIS, INC.

NONSTATUTORY STOCK OPTION AGREEMENT
Granted Under 2009 Stock Option Plan

1. Grant of Option.

This Nonstatutory Stock Option Agreement (the “**Agreement**”) evidences the grant by SCYNEXIS, Inc., a Delaware corporation (the “**Company**”), on the Grant Date to the Participant, a[n] [employee/officer/director/consultant/advisor] of the Company, of an option (this “**Option**”) to purchase, in whole or in part, on the terms provided herein and in the Plan, the Total Number of Shares of Common Stock at the Exercise Price per Share, all as defined and set forth in the accompanying Notice of Nonstatutory Stock Option (the “**Notice**”). Capitalized terms that are not otherwise defined herein or in the Notice shall have the meanings given to such terms in the Plan.

It is intended that this Option shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “**Code**”). Except as otherwise indicated by the context, the term “Participant,” as used in this Agreement, shall include any person who acquires the right to exercise this Option validly under its terms.

2. Vesting Schedule.

This Option shall vest and become exercisable at the time or times set forth in the accompanying Notice.

In addition, this Option may vest and become exercisable on an accelerated basis as follows: upon a Change in Control (as defined in the Plan), any then unexercisable portion of this Option shall become immediately exercisable as of a date prior to the Change in Control, which date shall be determined by the Board of Directors of the Company (the “**Board**”). Notwithstanding the foregoing, this Option shall not so accelerate if and to the extent: (i) this Option is, in connection with a Change in Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable option to purchase shares of the capital stock of the successor corporation (or parent thereof), (ii) this Option is to be replaced with a cash incentive program of the successor corporation which preserves the spread existing on the unvested portion of this Option at the time of such Change in Control and provides for subsequent payout in accordance with the same vesting schedule applicable to this Option or (iii) the acceleration of this Option is subject to other limitations imposed by the Board at the time of the grant of this Option. The determination of option comparability under clause (i) above shall be made by the Board, and its determination shall be final, binding and conclusive. The exercise of any portion of this Option that was permissible solely by reason of this Paragraph 2(b) shall be conditioned upon the consummation of the Change in Control. The Board may further elect, in its sole discretion to provide that any portion of this Option which became exercisable solely by reason of this Paragraph 2(b) and which is not exercised as of the date of the Change in Control shall terminate effective as of the date of the Change in Control.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this Option shall be in writing in substantially the form of the Notice of Stock Option Exercise attached to this Agreement as **Exhibit A**, signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of Shares subject to this Option; provided that, no partial exercise of this Option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this Option may not be exercised unless the Participant, at the time of the exercise of this Option, is, and has been at all times since the Grant Date, an employee, officer, director, individual consultant or advisor (a “**Service Provider**”) to or of the Company or any subsidiary of the Company as defined in Section 424 (f) of the Code (an “**Eligible Participant**”).

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this Option shall terminate [Insert Exercise Period] after such cessation (but in no event after the Final Exercise Date); provided that, this Option shall be exercisable only to the extent that the Participant was entitled to exercise this Option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment agreement, confidentiality and nondisclosure agreement, or other agreement between the Participant and the Company, the right to exercise this Option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while the Participant is an Eligible Participant and the Company has not terminated such relationship for “Cause” (as defined below), this Option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee); provided that, this Option shall be exercisable only to the extent that this Option was exercisable by the Participant on the date of the Participant’s death or disability, and further provided that this Option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant’s status as a Service Provider is terminated by the Company for Cause (as defined below), the right to exercise this Option shall terminate immediately upon the effective date of such termination. If the Participant is party to an agreement with the Company that contains an applicable definition of “cause”, “**Cause**” shall have the meaning ascribed to such term in such agreement. Otherwise, “**Cause**” shall mean willful misconduct by the Participant or willful failure by the Participant to perform the Participant’s responsibilities to the Company (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Company), as determined by the Company, which determination shall be conclusive.

4. Restrictions on Transfer: Rights of First Refusal.

(a) Bylaws. The Participant acknowledges and agrees that the Shares are subject to the provisions of the Company's Bylaws, as amended from time to time (the "**Bylaws**"), including without limitation, all restrictions on transfer and rights of first refusal described in the Bylaws. The Participant may inspect the Bylaws at the Company's principal office.

(b) Legend. Any certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer and/or voting of the Company securities):

"The securities represented by this certificate, and the transfer thereof, are subject to the restriction on transfer provisions of the Bylaws of the Company, a copy of which is on file in, and may be examined at, the principal office of the Company."

5. Agreement in Connection with Public Offering. The Participant agrees, in connection with the initial underwritten public offering of the Company's securities pursuant to a registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"): (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Participant (other than those shares included in the offering) without the prior written consent of the Company or the underwriters managing such initial underwritten public offering of the Company's securities for a period of 180 days from the effective date of such registration statement, which period may be extended upon the request of the underwriters for an additional period of up to fifteen (15) days if the Company issues or proposes to issue an earnings or other public release within fifteen (15) days of the expiration of the 180-day lockup period, and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering.

The Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters of such offering which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested, by the Company or the underwriters of such offering, the Participant shall provide, within 10 days of such request, such information as may be required by the Company or such underwriters in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 5 shall not apply to a registration relating solely to employee benefits plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of the applicable period. Participant agrees that any transferee of this Option or Shares pursuant to this Agreement shall be bound by this Section 5.

6. Tax Matters.

(a) Withholding. No Shares shall be issued pursuant to the exercise of this Option unless and until the Participant pays to the Company, or makes provision satisfactory to the

Company for payment of, any federal, state or local withholding or other taxes required by law to be withheld in respect of this Option.

(b) Code Section 409A. The Exercise Price is intended to be not less than the Fair Market Value of the Common Stock on the Grant Date. The Company has determined the Fair Market Value of the Common Stock in good faith and using the reasonable application of a reasonable valuation method, for purposes of determining the Exercise Price. Notwithstanding this, the Internal Revenue Service may assert that the Fair Market Value of the Common Stock on the Grant Date was greater than the Exercise Price. Under Code Section 409A, if the Exercise Price is less than the Fair Market Value of the Common Stock as of the Grant Date, this Option may be treated as a form of deferred compensation and the Participant may be subject to an additional twenty percent (20%) tax, plus interest and possible penalties. The Participant acknowledges that the Company has advised the Participant to consult with a tax adviser regarding the potential impact of Code Section 409A and that the Company, in the exercise of its sole discretion and without the consent of the Participant, may amend or modify this Agreement in any manner and delay the payment of any amounts payable pursuant to this Agreement to the minimum extent necessary to meet the requirements of Code Section 409A, as amplified by any Internal Revenue Service or U.S. Treasury Department regulations or guidance as the Company deems appropriate or advisable.

(c) Nontransferability of Option. This Option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this Option shall be exercisable only by the Participant.

(d) Provisions of the Plan. This Option is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Option.

7. Entire Agreement; Governing Law. The Plan and the Notice are incorporated herein by reference. This Agreement, the Notice and the Plan constitute the entire agreement between the Company and the Participant with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Participant with respect to the subject matter hereof. This Agreement shall be governed by and construed in accordance with the General Corporation Law of the State of Delaware, as to matters within the scope thereof, and the internal laws of the State of North Carolina (without reference to conflict of law provisions), as to all other matters.

8. Amendment. Except as set forth in Section 6(b), this Agreement may not be modified or amended in any manner adverse to the Participant's interest except by means of a writing signed by the Company and Participant.

9. No Guarantee of Continued Service. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF OPTIONS PURSUANT TO THE VESTING SCHEDULE SET FORTH HEREIN AND IN THE NOTICE ARE EARNED ONLY BY CONTINUING SERVICE AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER). THE PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT,

THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED SERVICE FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE PARTICIPANT'S SERVICE WITH OR WITHOUT CAUSE.

Exhibit A

SCYNEXIS, INC.

**NOTICE OF NONSTATUTORY STOCK OPTION EXERCISE
2009 STOCK OPTION PLAN**

The undersigned (the “**Participant**”) has previously been awarded a nonstatutory stock option (the “**Option**”) to purchase shares (the “**Shares**”) of the common stock of SCYNEXIS, Inc., a Delaware corporation (the “**Company**”), pursuant to the Company’s 2009 Stock Option Plan (the “**Plan**”), and hereby notifies the Company of the Participant’s desire to exercise the Option on the terms set forth herein:

PARTICIPANT INFORMATION:

Name:
Address:

Taxpayer ID #:

OPTION INFORMATION:

Grant Date:
Exercise Price Per Share: \$
Total Shares Covered by Option:

EXERCISE INFORMATION:

Number of Shares Being Purchased:

Aggregate Exercise Price: \$

Form of Payment (check all that apply):
Check for \$ made payable to “SCYNEXIS, Inc.”
Cash in the amount of \$

Please register the Shares in my name as follows:

(Print name as it is to appear on stock certificate)

REPRESENTATIONS AND WARRANTIES OF THE PARTICIPANT:

The Participant hereby represents and warrants to the Company that, as of the date hereof:

1. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the “**Securities Act**”), or any rule or regulation under the Securities Act.
2. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.
3. I have sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Shares and to make an informed investment decision with respect to such purchase.
4. I can afford a complete loss of the value of the Shares and am able to bear the economic risk of holding such Shares for an indefinite period.
5. I acknowledge that I am acquiring the Shares subject to all other terms of the Plan, including the Notice of Nonstatutory Stock Option and related Nonstatutory Stock Option Agreement.
6. I acknowledge that the Company has encouraged me to consult my own adviser to determine the tax consequences of acquiring the Shares at this time. I acknowledge that the Company has encouraged me to consult my own adviser to determine the form of ownership that is appropriate for me.
7. I acknowledge that the Shares remain subject to the Company’s right of first refusal in the Bylaws and the market stand-off (sometimes referred to as the “lock-up”), all in accordance with the applicable Notice of Nonstatutory Stock Option and related Nonstatutory Stock Option Agreement.
8. I understand that (i) the Shares have not been registered under the Securities Act and are “restricted securities” within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least six months or one year (depending on whether the Company is subject to the reporting obligations of the Securities Exchange Act of 1934, as amended) and even then will not be available unless applicable terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

(Print Participant Name)

(Signature)

Date: _____

SCYNEXIS, INC.

2014 EQUITY INCENTIVE PLAN

ADOPTED BY THE BOARD OF DIRECTORS: February 11, 2014

APPROVED BY THE STOCKHOLDERS: February 25, 2014

EFFECTIVE DATE: February 11, 2014

1. GENERAL.

(a) Successor to and Continuation of Prior Plan.

(i) The Plan is the successor to and continuation of the Scynexis, Inc. 2009 Stock Option Plan, as amended (the "**Prior Plan**"). From and after 12:01 a.m. Eastern time on the Effective Date, no additional stock awards will be granted under the Prior Plan. All stock awards granted under the Prior Plan remain subject to the terms of the Prior Plan. All Awards granted on or after 12:01 a.m. Eastern time on the Effective Date will be granted under this Plan.

(ii) Any shares that would otherwise remain available for future grants under the Prior Plan as of 12:01 a.m. Eastern time on the Effective Date ceased to be available under the Prior Plan at such time. Instead, that number of shares of Common Stock equal to the number of shares of Common Stock of the Company then available for future grants under the Prior Plan (the "**Prior Plan's Available Reserve**") was added to the Share Reserve (as further described in Section 3(a) below) and became immediately available for grants and issuance pursuant to Stock Awards under this Plan, up to the maximum number set forth in Section 3(a) below.

(iii) From and after 12:01 a.m. Eastern time on the Effective Date, a number of shares of Common Stock equal to the total number of shares of Common Stock subject, at such time, to outstanding stock options granted under the Prior Plan that (A) expire or terminate for any reason prior to exercise or settlement; (B) are forfeited or reacquired because of the failure to meet a contingency or condition required to vest such shares or are repurchased at the original issuance price; or (C) are otherwise reacquired or are withheld (or not issued) to satisfy a tax withholding obligation in connection with an award (the "**Returning Shares**") will immediately be added to the Share Reserve (as further described in Section 3(a) below) as and when such shares become Returning Shares (up to the maximum number set forth in Section 3(a)), and become available for issuance pursuant to Stock Awards granted hereunder.

(b) Eligible Award Recipients. Employees, Directors and Consultants are eligible to receive Awards.

(c) Available Awards. The Plan provides for the grant of the following Awards: (i) Incentive Stock Options, (ii) Nonstatutory Stock Options, (iii) Stock Appreciation Rights (iv) Restricted Stock Awards, (v) Restricted Stock Unit Awards, and (vi) Other Stock Awards.

(d) Purpose. The Plan, through the granting of Awards, is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such

persons to exert maximum efforts for the success of the Company and any Affiliate, and provide a means by which the eligible recipients may benefit from increases in value of the Common Stock.

2. ADMINISTRATION.

(a) Administration by Board. The Board will administer the Plan. The Board may delegate administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) Powers of Board. The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine: (A) who will be granted Awards; (B) when and how each Award will be granted; (C) what type of Award will be granted; (D) the provisions of each Award (which need not be identical), including when a person will be permitted to exercise or otherwise receive cash or Common Stock under the Award; (E) the number of shares of Common Stock subject to, or the cash value of, an Award; and (F) the Fair Market Value applicable to a Stock Award.

(ii) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for administration of the Plan and Awards. The Board, in the exercise of these powers, may correct any defect, omission or inconsistency in the Plan or in any Award Agreement, in a manner and to the extent it will deem necessary or expedient to make the Plan or Award fully effective.

(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate, in whole or in part, the time at which an Award may be exercised or vest (or the time at which cash or shares of Common Stock may be issued in settlement thereof).

(v) To suspend or terminate the Plan at any time. Except as otherwise provided in the Plan or an Award Agreement, suspension or termination of the Plan will not materially impair a Participant's rights under the Participant's then-outstanding Award without the Participant's written consent, except as provided in subsection (viii) below.

(vi) To amend the Plan in any respect the Board deems necessary or advisable, including, without limitation, by adopting amendments relating to Incentive Stock Options and certain nonqualified deferred compensation under Section 409A of the Code and/or bringing the Plan or Awards granted under the Plan into compliance with the requirements for Incentive Stock Options or ensuring that they are exempt from, or compliant with, the requirements for nonqualified deferred compensation under Section 409A of the Code, subject to the limitations, if any, of applicable law. If required by applicable law or listing requirements, and except as provided in Section 9(a) relating to Capitalization Adjustments, the Company will seek stockholder approval of any amendment of the Plan that (A) materially increases the number of shares of Common Stock available for issuance under the Plan, (B) materially expands the class of individuals eligible to receive Awards under the Plan, (C) materially increases the benefits accruing to Participants under the Plan, (D) materially extends the term of the Plan, or (E)

materially expands the types of Awards available for issuance under the Plan. Except as otherwise provided in the Plan or an Award Agreement, no amendment of the Plan will materially impair a Participant's rights under an outstanding Award without the Participant's written consent.

(vii) To submit any amendment to the Plan for stockholder approval, including, but not limited to, amendments to the Plan intended to satisfy the requirements of (A) Section 162(m) of the Code regarding the exclusion of performance-based compensation from the limit on corporate deductibility of compensation paid to Covered Employees, (B) Section 422 of the Code regarding "incentive stock options" or (C) Rule 16b-3.

(viii) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided, however*, that a Participant's rights under any Award will not be impaired by any such amendment unless (A) the Company requests the consent of the affected Participant, and (B) such Participant consents in writing. Notwithstanding the foregoing, (1) a Participant's rights will not be deemed to have been impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant's rights, and (2) subject to the limitations of applicable law, if any, the Board may amend the terms of any one or more Awards without the affected Participant's consent (A) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (B) to change the terms of an Incentive Stock Option, if such change results in impairment of the Award solely because it impairs the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (C) to clarify the manner of exemption from, or to bring the Award into compliance with, Section 409A of the Code; or (D) to comply with other applicable laws or listing requirements.

(ix) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Awards.

(x) To adopt such procedures and sub-plans as are necessary or appropriate (A) to permit or facilitate participation in the Plan by Employees, Directors or Consultants who are foreign nationals or employed outside the United States or (B) allow Awards to qualify for special tax treatment in a foreign jurisdiction; provided, that Board approval will not be necessary for immaterial modifications to the Plan or any Award Agreement that are required for compliance with the laws of the relevant foreign jurisdiction.

(xi) To effect, with the consent of any adversely affected Participant, (A) the reduction of the exercise, purchase or strike price of any outstanding Stock Award; (B) the cancellation of any outstanding Stock Award and the grant in substitution therefor of a new (1) Option or SAR, (2) Restricted Stock Award, (3) Restricted Stock Unit Award, (4) Other Stock Award, (5) cash and/or (6) other valuable consideration determined by the Board, in its sole discretion, with any such substituted award (x) covering the same or a different number of shares of Common Stock as the cancelled Stock Award and (y) granted under the Plan or another equity

or compensatory plan of the Company; or (C) any other action that is treated as a repricing under generally accepted accounting principles.

(c) Delegation to Committee.

(i) General. The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee, as applicable). Any delegation of administrative powers will be reflected in resolutions, not inconsistent with the provisions of the Plan, adopted from time to time by the Board or Committee (as applicable). The Committee may, at any time, abolish the subcommittee and/or revest in the Committee any powers delegated to the subcommittee. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revest in the Board some or all of the powers previously delegated.

(ii) Section 162(m) and Rule 16b-3 Compliance. The Committee may consist solely of two or more Outside Directors, in accordance with Section 162(m) of the Code, or solely of two or more Non-Employee Directors, in accordance with Rule 16b-3.

(d) Delegation to an Officer. The Board may delegate to one (1) or more Officers the authority to do one or both of the following (i) designate Employees who are not Officers to be recipients of Options and SARs (and, to the extent permitted by applicable law, other Stock Awards) and, to the extent permitted by applicable law, the terms of such Awards, and (ii) determine the number of shares of Common Stock to be subject to such Stock Awards granted to such Employees; *provided, however*, that the Board resolutions regarding such delegation will specify the total number of shares of Common Stock that may be subject to the Stock Awards granted by such Officer and that such Officer may not grant a Stock Award to himself or herself. Any such Stock Awards will be granted on the form of Stock Award Agreement most recently approved for use by the Committee or the Board, unless otherwise provided in the resolutions approving the delegation authority. The Board may not delegate authority to an Officer who is acting solely in the capacity of an Officer (and not also as a Director) to determine the Fair Market Value (as defined below).

(e) Effect of Board's Decision. All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. SHARES SUBJECT TO THE PLAN.

(a) Share Reserve.

(i) Subject to Section 9(a) relating to Capitalization Adjustments and the "evergreen" provision in Section 3(a)(ii), the aggregate number of shares of Common Stock that may be issued pursuant to Stock Awards from and after the Effective Date (the "**Share Reserve**")

will not exceed the sum of (A) 5,250,000 new shares,¹ (B) the shares that represented the Prior Plan's Available Reserve on the Effective Date, and (C) the Returning Shares, if any, if and when the Returning Shares ever become available for grant under the Plan.

(ii) The Share Reserve will automatically increase on January 1st of each year, for a period of not more than ten years, commencing on January 1st of the year following the year in which the Effective Date occurs and ending on (and including) January 1, 2024, in an amount equal to 4.0% of the total number of shares of Capital Stock outstanding on December 31st of the preceding calendar year. Notwithstanding the foregoing, the Board may act prior to January 1st of a given year to provide that there will be no January 1st increase in the Share Reserve for such year or that the increase in the Share Reserve for such year will be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence.

(iii) For clarity, the Share Reserve is a limitation on the number of shares of Common Stock that may be issued under the Plan. As a single share may be subject to grant more than once (e.g., if a share subject to a Stock Award is forfeited, it may be made subject to grant again as provided in Section 3(b) below), the Share Reserve is not a limit on the number of Stock Awards that can be granted.

(iv) Shares may be issued in connection with a merger or acquisition as permitted by NASDAQ Listing Rule 5635(c) or, if applicable, NYSE Listed Company Manual Section 303A.08, AMEX Company Guide Section 711 or other applicable rule, and such issuance will not reduce the number of shares available for issuance under the Plan.

(b) Reversion of Shares to the Share Reserve. If a Stock Award or any portion of a Stock Award (i) expires or otherwise terminates without all of the shares covered by the Stock Award having been issued or (ii) is settled in cash (*i.e.*, the Participant receives cash rather than stock), such expiration, termination or settlement will not reduce (or otherwise offset) the number of shares of Common Stock that are available for issuance under the Plan. If any shares of Common Stock issued pursuant to a Stock Award are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required to vest such shares in the Participant, then the shares that are forfeited or repurchased will revert to and again become available for issuance under the Plan. Any shares reacquired by the Company in satisfaction of tax withholding obligations on a Stock Award or as consideration for the exercise or purchase price of a Stock Award will again become available for issuance under the Plan.

(c) Incentive Stock Option Limit. Subject to the provisions of Section 9(a) relating to Capitalization Adjustments, the aggregate maximum number of shares of Common Stock that may be issued pursuant to the exercise of Incentive Stock Options will be 75,000,000 shares of Common Stock.

(d) Limitation on Grants to Non-Employee Directors. Subject to the Share Reserve and Section 9(a) relating to Capitalization Adjustments, the maximum number of shares of Common Stock subject to Stock Awards granted to any Non-Employee Director during any

¹ Equal to 7.0% of common stock outstanding following the IPO (5,250,000, assuming 75,000,000 shares outstanding immediately following the IPO).

one calendar year, taken together with any cash fees paid to such Non-Employee Director during the calendar year, shall not exceed \$2,000,000 in total value (calculating the value of any such Stock Awards based on the grant date fair value of such Stock Awards for financial reporting purposes and excluding, for this purpose, the value of any dividend equivalent payments paid pursuant to any Stock Award granted in a previous calendar year).

(e) Source of Shares. The stock issuable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market or otherwise.

4. ELIGIBILITY.

(a) Eligibility for Specific Stock Awards. Incentive Stock Options may be granted only to employees of the Company or a “parent corporation” or “subsidiary corporation” thereof (as such terms are defined in Sections 424(e) and 424(f) of the Code). Stock Awards other than Incentive Stock Options may be granted to Employees, Directors and Consultants; *provided, however*, that Stock Awards may not be granted to Employees, Directors and Consultants who are providing Continuous Service only to any “parent” of the Company, as such term is defined in Rule 405 of the Securities Act, unless (i) the stock underlying such Stock Awards is treated as “service recipient stock” under Section 409A of the Code (for example, because the Stock Awards are granted pursuant to a corporate transaction such as a spin off transaction), (ii) the Company, in consultation with its legal counsel, has determined that such Stock Awards are otherwise exempt from Section 409A of the Code, or (iii) the Company, in consultation with its legal counsel, has determined that such Stock Awards comply with the distribution requirements of Section 409A of the Code.

(b) Ten Percent Stockholders. A Ten Percent Stockholder will not be granted an Incentive Stock Option unless the exercise price of such Option is at least 110% of the Fair Market Value on the date of grant and the Option is not exercisable after the expiration of five years from the date of grant.

5. PROVISIONS RELATING TO OPTIONS AND STOCK APPRECIATION RIGHTS.

Each Option or SAR will be in such form and will contain such terms and conditions as the Board deems appropriate. All Options will be separately designated Incentive Stock Options or Nonstatutory Stock Options at the time of grant, and, if certificates are issued, a separate certificate or certificates will be issued for shares of Common Stock purchased on exercise of each type of Option. If an Option is not specifically designated as an Incentive Stock Option, or if an Option is designated as an Incentive Stock Option but some portion or all of the Option fails to qualify as an Incentive Stock Option under the applicable rules, then the Option (or portion thereof) will be a Nonstatutory Stock Option. The provisions of separate Options or SARs need not be identical; *provided, however*, that each Award Agreement will conform to (through incorporation of provisions hereof by reference in the applicable Award Agreement or otherwise) the substance of each of the following provisions:

(a) Term. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, no Option or SAR will be exercisable after the expiration of ten years from the date of its grant or such shorter period specified in the Award Agreement.

(b) Exercise Price. Subject to the provisions of Section 4(b) regarding Ten Percent Stockholders, the exercise or strike price of each Option or SAR will be not less than 100% of the Fair Market Value of the Common Stock subject to the Option or SAR on the date the Award is granted. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than 100% of the Fair Market Value of the Common Stock subject to the Award if such Award is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Section 409A of the Code and, if applicable, Section 424(a) of the Code. Each SAR will be denominated in shares of Common Stock equivalents.

(c) Purchase Price for Options. The purchase price of Common Stock acquired pursuant to the exercise of an Option may be paid, to the extent permitted by applicable law and as determined by the Board in its sole discretion, by any combination of the methods of payment set forth below. The Board will have the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to use a particular method of payment. The permitted methods of payment are as follows:

(i) by cash, check, bank draft or money order payable to the Company;

(ii) pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock;

(iv) if an Option is a Nonstatutory Stock Option, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; *provided, however*, that the Company will accept a cash or other payment from the Participant to the extent of any remaining balance of the aggregate exercise price not satisfied by such reduction in the number of whole shares to be issued. Shares of Common Stock will no longer be subject to an Option and will not be exercisable thereafter to the extent that (A) shares issuable upon exercise are used to pay the exercise price pursuant to the “net exercise,” (B) shares are delivered to the Participant as a result of such exercise, and (C) shares are withheld to satisfy tax withholding obligations; or

(v) in any other form of legal consideration that may be acceptable to the Board and specified in the applicable Award Agreement.

(d) Exercise and Payment of a SAR. To exercise any outstanding SAR, the Participant must provide written notice of exercise to the Company in compliance with the

provisions of the Stock Appreciation Right Agreement evidencing such SAR. The appreciation distribution payable on the exercise of a SAR will be not greater than an amount equal to the excess of (A) the aggregate Fair Market Value (on the date of the exercise of the SAR) of a number of shares of Common Stock equal to the number of Common Stock equivalents in which the Participant is vested under such SAR, and with respect to which the Participant is exercising the SAR on such date, over (B) the aggregate strike price of the number of Common Stock equivalents with respect to which the Participant is exercising the SAR on such date. The appreciation distribution may be paid in Common Stock, in cash, in any combination of the two or in any other form of consideration, as determined by the Board and contained in the Award Agreement evidencing such SAR.

(e) Transferability of Options and SARs. The Board may, in its sole discretion, impose such limitations on the transferability of Options and SARs as the Board will determine. In the absence of such a determination by the Board to the contrary, the following restrictions on the transferability of Options and SARs will apply:

(i) Restrictions on Transfer. An Option or SAR will not be transferable except by will or by the laws of descent and distribution (or pursuant to subsections (ii) and (iii) below), and will be exercisable during the lifetime of the Participant only by the Participant. The Board may permit transfer of the Option or SAR in a manner that is not prohibited by applicable tax and securities laws. Except as explicitly provided in the Plan, neither an Option nor a SAR may be transferred for consideration.

(ii) Domestic Relations Orders. Subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulations Section 1.421-1(b)(2). If an Option is an Incentive Stock Option, such Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(iii) Beneficiary Designation. Subject to the approval of the Board or a duly authorized Officer, a Participant may, by delivering written notice to the Company, in a form approved by the Company (or the designated broker), designate a third party who, on the death of the Participant, will thereafter be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, upon the death of the Participant, the executor or administrator of the Participant's estate will be entitled to exercise the Option or SAR and receive the Common Stock or other consideration resulting from such exercise. However, the Company may prohibit designation of a beneficiary at any time, including due to any conclusion by the Company that such designation would be inconsistent with the provisions of applicable laws.

(f) Vesting Generally. The total number of shares of Common Stock subject to an Option or SAR may vest and become exercisable in periodic installments that may or may not be equal. The Option or SAR may be subject to such other terms and conditions on the time or times when it may or may not be exercised as the Board may deem appropriate. The vesting provisions of individual Options or SARs may vary. The provisions of this Section 5(f) are

subject to any Option or SAR provisions governing the minimum number of shares of Common Stock as to which an Option or SAR may be exercised.

(g) Termination of Continuous Service. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates (other than for Cause and other than upon the Participant's death or Disability), the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Award as of the date of termination of Continuous Service) within the period of time ending on the earlier of (i) the date which occurs three (3) months following the termination of the Participant's Continuous Service (or such longer or shorter period specified in the applicable Award Agreement), and (ii) the expiration of the term of the Option or SAR as set forth in the applicable Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR (as applicable) within the applicable time frame, the Option or SAR will terminate.

(h) Extension of Termination Date. Except as otherwise provided in the applicable Award Agreement, if the exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause and other than upon the Participant's death or Disability) would be prohibited at any time solely because the issuance of shares of Common Stock would violate the registration requirements under the Securities Act, then the Option or SAR will terminate on the earlier of (i) the expiration of a total period of three (3) months (that need not be consecutive) equal to the applicable post termination exercise period after the termination of the Participant's Continuous Service during which the exercise of the Option or SAR would not be in violation of such registration requirements, and (ii) the expiration of the term of the Option or SAR as set forth in the applicable Award Agreement. In addition, unless otherwise provided in a Participant's applicable Award Agreement, if the sale of any Common Stock received upon exercise of an Option or SAR following the termination of the Participant's Continuous Service (other than for Cause) would violate the Company's insider trading policy, then the Option or SAR will terminate on the earlier of (i) the expiration of the period of days or months (that need not be consecutive) equal to the applicable post-termination exercise period after the termination of the Participant's Continuous Service during which the sale of the Common Stock received upon exercise of the Option or SAR would not be in violation of the Company's insider trading policy, or (ii) the expiration of the term of the Option or SAR as set forth in the applicable Award Agreement.

(i) Disability of Participant. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, if a Participant's Continuous Service terminates as a result of the Participant's Disability, the Participant may exercise his or her Option or SAR (to the extent that the Participant was entitled to exercise such Option or SAR as of the date of termination of Continuous Service), but only within such period of time ending on the earlier of (i) the date which occurs twelve (12) months following such termination of Continuous Service (or such longer or shorter period specified in the Award Agreement), and (ii) the expiration of the term of the Option or SAR as set forth in the Award Agreement. If, after termination of Continuous Service, the Participant does not exercise his or her Option or SAR within the applicable time frame, the Option or SAR (as applicable) will terminate.

(j) Death of Participant. Except as otherwise provided in the applicable Award Agreement or other agreement between the Participant and the Company, if (i) a Participant's Continuous Service terminates as a result of the Participant's death, or (ii) the Participant dies within the period (if any) specified in the Award Agreement for exercisability after the termination of the Participant's Continuous Service for a reason other than death, then the Option or SAR may be exercised (to the extent the Participant was entitled to exercise such Option or SAR as of the date of death) by the Participant's estate, by a person who acquired the right to exercise the Option or SAR by bequest or inheritance or by a person designated to exercise the Option or SAR upon the Participant's death, but only within the period ending on the earlier of (i) the date which occurs eighteen (18) months following the date of death (or such longer or shorter period specified in the Award Agreement), and (ii) the expiration of the term of such Option or SAR as set forth in the Award Agreement. If, after the Participant's death, the Option or SAR is not exercised within the applicable time frame, the Option or SAR (as applicable) will terminate.

(k) Termination for Cause. Except as explicitly provided otherwise in a Participant's Award Agreement or other individual written agreement between the Company or any Affiliate and the Participant, if a Participant's Continuous Service is terminated for Cause, the Option or SAR will terminate immediately upon the date on which the event giving rise to the termination for Cause first occurred, and the Participant will be prohibited from exercising his or her Option or SAR from and after the date on which the event giving rise to the termination for Cause first occurred (or, if required by law, the date of termination of Continuous Service). If a Participant's Continuous Service is suspended pending an investigation of the existence of Cause, all of the Participant's rights under the Option or SAR will also be suspended during the investigation period.

(l) Non-Exempt Employees. If an Option or SAR is granted to an Employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, the Option or SAR will not be first exercisable for any shares of Common Stock until at least six months following the date of grant of the Option or SAR (although the Award may vest prior to such date). Consistent with the provisions of the Worker Economic Opportunity Act, (i) if such non-exempt Employee dies or suffers a Disability, (ii) upon a Corporate Transaction in which such Option or SAR is not assumed, continued, or substituted, (iii) upon a Change in Control, or (iv) upon the Participant's retirement (as such term may be defined in the Participant's Award Agreement in another agreement between the Participant and the Company, or, if no such definition, in accordance with the Company's then current employment policies and guidelines), the vested portion of any Options and SARs may be exercised earlier than six (6) months following the date of grant. The foregoing provision is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay. To the extent permitted and/or required for compliance with the Worker Economic Opportunity Act to ensure that any income derived by a non-exempt employee in connection with the exercise, vesting or issuance of any shares under any other Stock Award will be exempt from the employee's regular rate of pay, the provisions of this Section 5(l) will apply to all Stock Awards and are hereby incorporated by reference into such Stock Award Agreements.

6. PROVISIONS OF STOCK AWARDS OTHER THAN OPTIONS AND SARs.

(a) Restricted Stock Awards. Each Restricted Stock Award Agreement will be in such form and will contain such terms and conditions as the Board deems appropriate. To the extent consistent with the Company's bylaws, at the Board's election, shares of Common Stock may be (x) held in book entry form subject to the Company's instructions until any restrictions relating to the Restricted Stock Award lapse; or (y) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. The terms and conditions of Restricted Stock Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Award Agreements need not be identical. Each Restricted Stock Award Agreement will conform to (through incorporation of the provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. A Restricted Stock Award may be awarded in consideration for (A) cash, check, bank draft or money order payable to the Company, (B) past services to the Company or an Affiliate, or (C) any other form of legal consideration (including future services) that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) Vesting. Shares of Common Stock awarded under the Restricted Stock Award Agreement may be subject to forfeiture to the Company in accordance with a vesting schedule to be determined by the Board.

(iii) Termination of Participant's Continuous Service. If a Participant's Continuous Service terminates, the Company may receive through a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant that have not vested as of the date of termination of Continuous Service under the terms of the Restricted Stock Award Agreement.

(iv) Transferability. Rights to acquire shares of Common Stock under the Restricted Stock Award Agreement will be transferable by the Participant only upon such terms and conditions as are set forth in the Restricted Stock Award Agreement, as the Board will determine in its sole discretion, so long as Common Stock awarded under the Restricted Stock Award Agreement remains subject to the terms of the Restricted Stock Award Agreement.

(v) Dividends. A Restricted Stock Award Agreement may provide that any dividends paid on Restricted Stock will be subject to the same vesting and forfeiture restrictions as apply to the shares subject to the Restricted Stock Award to which they relate.

(b) Restricted Stock Unit Awards. Each Restricted Stock Unit Award Agreement will be in such form and will contain such terms and conditions as the Board deems appropriate. The terms and conditions of Restricted Stock Unit Award Agreements may change from time to time, and the terms and conditions of separate Restricted Stock Unit Award Agreements need not be identical. Each Restricted Stock Unit Award Agreement will conform to (through incorporation of the provisions hereof by reference in the Agreement or otherwise) the substance of each of the following provisions:

(i) Consideration. At the time of grant of a Restricted Stock Unit Award, the Board will determine the consideration, if any, to be paid by the Participant upon delivery of each share of Common Stock subject to the Restricted Stock Unit Award. The consideration to be paid (if any) by the Participant for each share of Common Stock subject to a Restricted Stock Unit Award may be paid in any form of legal consideration that may be acceptable to the Board, in its sole discretion, and permissible under applicable law.

(ii) Vesting. At the time of the grant of a Restricted Stock Unit Award, the Board may impose such restrictions on or conditions to the vesting of the Restricted Stock Unit Award as it, in its sole discretion, deems appropriate.

(iii) Payment. A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof or in any other form of consideration, as determined by the Board and contained in the Restricted Stock Unit Award Agreement.

(iv) Additional Restrictions. At the time of the grant of a Restricted Stock Unit Award, the Board, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

(v) Dividend Equivalents. Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Board and contained in the Restricted Stock Unit Award Agreement. At the sole discretion of the Board, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Board. Any additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents will be subject to all of the same terms and conditions of the underlying Restricted Stock Unit Award Agreement to which they relate.

(vi) Termination of Participant's Continuous Service. Except as otherwise provided in the applicable Restricted Stock Unit Award Agreement, such portion of the Restricted Stock Unit Award that has not vested will be forfeited upon the Participant's termination of Continuous Service.

(c) Other Stock Awards. Other forms of Stock Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., stock rights with an exercise price or strike price less than 100% of the Fair Market Value of the Common Stock at the time of grant) may be granted either alone or in addition to Stock Awards provided for under Section 5 and the preceding provisions of this Section 6. Subject to the provisions of the Plan, the Board will have sole and complete authority to determine the persons to whom and the time or times at which such Other Stock Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Stock Awards and all other terms and conditions of such Other Stock Awards.

7. COVENANTS OF THE COMPANY.

(a) Availability of Shares. The Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy then-outstanding Awards.

(b) Securities Law Compliance. The Company will seek to obtain from each regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Stock Awards and to issue and sell shares of Common Stock upon exercise of the Stock Awards; *provided, however*, that this undertaking will not require the Company to register under the Securities Act the Plan, any Stock Award or any Common Stock issued or issuable pursuant to any such Stock Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise of such Stock Awards unless and until such authority is obtained. A Participant will not be eligible for the grant of an Award or the subsequent issuance of cash or Common Stock pursuant to the Award if such grant or issuance would be in violation of any applicable securities law.

(c) No Obligation to Notify or Minimize Taxes. The Company will have no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Stock Award. Furthermore, the Company will have no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award.

8. MISCELLANEOUS.

(a) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

(b) Corporate Action Constituting Grant of Awards. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action constituting the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement or related grant documents as a result of a clerical error in the papering of the Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement or related grant documents.

(c) Stockholder Rights. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to an Award unless and until (i) such Participant has satisfied all requirements for exercise of, or the issuance of shares of Common Stock under, the Award pursuant to its terms, and (ii) the issuance

of the Common Stock subject to such Award has been entered into the books and records of the Company.

(d) No Employment or Other Service Rights. Nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or will affect the right of the Company or an Affiliate to terminate (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant's agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the bylaws of the Company or an Affiliate, and any applicable provisions of the corporate law of the state in which the Company or the Affiliate is incorporated, as the case may be.

(e) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board has the right in its sole discretion to (x) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (y) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(f) Incentive Stock Option Limitations. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Common Stock with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds \$100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonstatutory Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

(g) Investment Assurances. The Company may require a Participant, as a condition of exercising or acquiring Common Stock under any Award, (i) to give written assurances satisfactory to the Company as to the Participant's knowledge and experience in financial and business matters and/or to employ a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters and that such Participant is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Award; and (ii) to give written assurances satisfactory to the Company stating that the Participant is acquiring Common Stock subject to the Award for the Participant's own account and not with any present intention of selling or otherwise distributing the Common Stock. The foregoing requirements, and any assurances given pursuant to such requirements, will be inoperative if (A) the issuance of the shares upon the exercise or

acquisition of Common Stock under the Award has been registered under a then currently effective registration statement under the Securities Act, or (B) as to any particular requirement, a determination is made by counsel for the Company that such requirement need not be met in the circumstances under the then applicable securities laws. The Company may, upon advice of counsel to the Company, place legends on stock certificates issued under the Plan as such counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

(h) Withholding Obligations. Unless prohibited by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any federal, state or local tax withholding obligation relating to an Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Award; *provided, however*, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid classification of the Stock Award as a liability for financial accounting purposes); (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant, including proceeds from the sale of shares of Common Stock issued pursuant to a Stock Award; or (v) by such other method as may be set forth in the Award Agreement.

(i) Electronic Delivery. Any reference herein to a “written” agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company’s intranet (or other shared electronic medium controlled by the Company to which the Participant has access).

(j) Deferrals. To the extent permitted by applicable law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may establish programs and procedures for deferral elections to be made by Participants. Deferrals by Participants will be made in accordance with Section 409A of the Code (to the extent applicable to a Participant). Consistent with Section 409A of the Code, the Board may provide for distributions while a Participant is still an employee or otherwise providing services to the Company. The Board is authorized to make deferrals of Awards and determine when, and in what annual percentages, Participants may receive payments, including lump sum payments, following the Participant’s termination of Continuous Service, and implement such other terms and conditions consistent with the provisions of the Plan and in accordance with applicable law.

(k) Compliance with Section 409A of the Code. Unless otherwise expressly provided for in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A of the Code, and, to the extent not so exempt, in compliance with Section 409A of the Code. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A of the Code, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by

reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes “deferred compensation” under Section 409A of the Code is a “specified employee” for purposes of Section 409A of the Code, no distribution or payment of any amount that is due because of a “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) will be issued or paid before the date that is six (6) months following the date of such Participant’s “separation from service” (as defined in Section 409A of the Code without regard to alternative definitions thereunder) or, if earlier, the date of the Participant’s death, unless such distribution or payment can be made in a manner that complies with Section 409A of the Code, and any amounts so deferred will be paid in a lump sum on the day after such six (6) month period elapses, with the balance paid thereafter on the original schedule.

(l) Clawback/Recovery. All Awards granted under the Plan will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company’s securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other applicable law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of an event constituting Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for “good reason” or “constructive termination” (or similar term) under any agreement with the Company or an Affiliate.

9. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; OTHER CORPORATE EVENTS.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities that may be issued pursuant to the exercise of Incentive Stock Options pursuant to Section 3(c), (iii) the class(es) and maximum number of securities that may be awarded to any person pursuant to Sections 3(d) and 3(e), and (iv) the class(es) and number of securities and price per share of stock subject to outstanding Stock Awards. The Board will make such adjustments, and its determination will be final, binding and conclusive.

(b) Dissolution or Liquidation. Except as otherwise provided in the Stock Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Stock Awards (other than Stock Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company’s right of repurchase) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company’s repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Stock Award is providing Continuous Service; *provided, however*, that the Board may, in its sole discretion, cause some or all Stock Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Stock Awards have not previously

expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) Corporate Transaction. The following provisions will apply to Stock Awards in the event of a Corporate Transaction unless otherwise provided in the instrument evidencing the Stock Award or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of a Stock Award. In the event of a Corporate Transaction, then, notwithstanding any other provision of the Plan, the Board will take one or more of the following actions with respect to Stock Awards, contingent upon the closing or completion of the Corporate Transaction:

(i) arrange for the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) to assume or continue the Stock Award or to substitute a similar stock award for the Stock Award (including, but not limited to, an award to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction);

(ii) arrange for the assignment of any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to the Stock Award to the surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company);

(iii) accelerate the vesting, in whole or in part, of the Stock Award (and, if applicable, the time at which the Stock Award may be exercised) to a date prior to the effective time of such Corporate Transaction as the Board determines (or, if the Board does not determine such a date, to the date that is five (5) days prior to the effective date of the Corporate Transaction), with such Stock Award terminating if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction;

(iv) arrange for the lapse, in whole or in part, of any reacquisition or repurchase rights held by the Company with respect to the Stock Award;

(v) cancel or arrange for the cancellation of the Stock Award, to the extent not vested or not exercised prior to the effective time of the Corporate Transaction, in exchange for such cash consideration, if any, as the Board, in its sole discretion, may consider appropriate; and

(vi) cancel or arrange for the cancellation of the Stock Award, to the extent not vested or not exercised prior to the effective time of the Corporate Transaction, in exchange for a payment, in such form as may be determined by the Board, equal to the excess, if any, of (A) the value of the property the Participant would have received upon the exercise of the Stock Award immediately prior to the effective time of the Corporate Transaction, over (B) any exercise price payable by such holder in connection with such exercise.

The Board need not take the same action or actions with respect to all Stock Awards or portions thereof or with respect to all Participants. The Board may take different actions with respect to the vested and unvested portions of a Stock Award.

(d) Change in Control. A Stock Award may be subject to additional acceleration of vesting and exercisability upon or after a Change in Control as may be provided in the Stock Award Agreement for such Stock Award or as may be provided in any other written agreement between the Company or any Affiliate and the Participant, but in the absence of such provision, no such acceleration will occur.

10. TERMINATION OR SUSPENSION OF THE PLAN.

The Board may suspend or terminate the Plan at any time. No Awards may be granted after the tenth anniversary of the earlier of (i) the date the Plan is adopted by the Board (the "**Adoption Date**"), or (ii) the date the Plan is approved by the stockholders of the Company. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

11. EFFECTIVE DATE OF THE PLAN; TIMING OF FIRST GRANT OR EXERCISE.

The Plan came into existence on the Adoption Date. However, no Award may be granted under the Plan prior to the IPO Date. In addition, no Stock Award may be exercised (or, in the case of a Restricted Stock Award, Restricted Stock Unit Award, or Other Stock Award, may be granted) unless and until the Plan has been approved by the stockholders of the Company, which approval will be within 12 months after the Adoption Date.

12. CHOICE OF LAW.

The law of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Plan, without regard to that state's conflict of laws rules.

13. DEFINITIONS. As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "Affiliate" means, at the time of determination, any "parent" or "subsidiary" of the Company as such terms are defined in Rule 405 of the Securities Act. The Board will have the authority to determine the time or times at which "parent" or "subsidiary" status is determined within the foregoing definition.

(b) "Award" means a Stock Award.

(c) "Award Agreement" means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award.

(d) "Board" means the Board of Directors of the Company.

(e) "Capital Stock" means each and every class of common stock of the Company, regardless of the number of votes per share.

(f) "Capitalization Adjustment" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Stock Award after the Adoption Date without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in

property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(g) “**Cause**” will have the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant’s commission of any felony or any crime involving fraud, dishonesty or moral turpitude under the laws of the United States or any state thereof; (ii) such Participant’s attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (iii) such Participant’s intentional, material violation of any contract or agreement between the Participant and the Company or of any statutory duty owed to the Company; (iv) such Participant’s unauthorized use or disclosure of the Company’s confidential information or trade secrets; or (v) such Participant’s gross misconduct. The determination that a termination of the Participant’s Continuous Service is either for Cause or without Cause will be made by the Company, in its sole discretion. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(h) “**Change in Control**” means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control will not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company’s securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (C) solely because the level of Ownership held by any Exchange Act Person (the “**Subject Person**”) exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control will be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such

merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(iv) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the “*Incumbent Board*”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member will, for purposes of this Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing definition or any other provision of the Plan, the term Change in Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company and the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant will supersede the foregoing definition with respect to Awards subject to such agreement; *provided, however*, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition will apply.

If required for compliance with Section 409A of the Code, in no event will a Change in Control be deemed to have occurred if such transaction is not also a “change in the ownership or effective control of” the Company or “a change in the ownership of a substantial portion of the assets of” the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder). The Board may, in its sole discretion and without a Participant’s consent, amend the definition of “Change in Control” to conform to the definition of “Change in Control” under Section 409A of the Code and the regulations and guidance thereunder.

(i) “*Code*” means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(j) “*Committee*” means a committee of one or more Directors to whom authority has been delegated by the Board in accordance with Section 2(c).

(k) “*Common Stock*” means, as of the Effective Date, the common stock of the Company, having one vote per share.

(l) “*Company*” means Scynexis, Inc., a Delaware corporation.

(m) “*Consultant*” means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a “Consultant” for purposes of the Plan. Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company’s securities to such person.

(n) “*Continuous Service*” means that the Participant’s service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Consultant or Director or a change in the entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant’s service with the Company or an Affiliate, will not terminate a Participant’s Continuous Service; *provided, however*, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board, in its sole discretion, such Participant’s Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party’s sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. In addition, if required for exemption from or compliance with Section 409A of the code, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of “separation from service” as defined under Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder). Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company’s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law.

(o) “*Corporate Transaction*” means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board, in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least 90% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

To the extent required for compliance with Section 409A of the Code, in no event will an event be deemed a Corporate Transaction if such transaction is not also a “change in the ownership or effective control of” the Company or “a change in the ownership of a substantial portion of the assets of” the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(p) “*Covered Employee*” will have the meaning provided in Section 162(m)(3) of the Code.

(q) “*Director*” means a member of the Board.

(r) “*Disability*” means, with respect to a Participant, the inability of such Participant to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, as provided in Sections 22(e)(3) and 409A(a)(2)(c)(i) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(s) “*Effective Date*” means the IPO Date.

(t) “*Employee*” means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an “Employee” for purposes of the Plan.

(u) “*Entity*” means a corporation, partnership, limited liability company or other entity.

(v) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(w) “*Exchange Act Person*” means any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that “Exchange Act Person” will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange

Act) that, as of the Effective Date, is the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company's then outstanding securities.

(x) "**Fair Market Value**" means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be, unless otherwise determined by the Board, the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Sections 409A and 422 of the Code.

(y) "**Incentive Stock Option**" means an option granted pursuant to Section 5 of the Plan that is intended to be, and qualifies as, an "incentive stock option" within the meaning of Section 422 of the Code.

(z) "**IPO Date**" means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering (the "**IPO**").

(aa) "**Non-Employee Director**" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("Regulation S-K")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(bb) "**Nonstatutory Stock Option**" means any Option granted pursuant to Section 5 of the Plan that does not qualify as an Incentive Stock Option.

(cc) "**Officer**" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(dd) "**Option**" means an Incentive Stock Option or a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(ee) “*Option Agreement*” means a written agreement between the Company and an Optionholder evidencing the terms and conditions of an Option grant. Each Option Agreement will be subject to the terms and conditions of the Plan.

(ff) “*Optionholder*” means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(gg) “*Other Stock Award*” means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 6(d).

(hh) “*Other Stock Award Agreement*” means a written agreement between the Company and a holder of an Other Stock Award evidencing the terms and conditions of an Other Stock Award grant. Each Other Stock Award Agreement will be subject to the terms and conditions of the Plan.

(ii) “*Outside Director*” means a Director who either (i) is not a current employee of the Company or an “affiliated corporation” (within the meaning of Treasury Regulations promulgated under Section 162(m) of the Code), is not a former employee of the Company or an “affiliated corporation” who receives compensation for prior services (other than benefits under a tax-qualified retirement plan) during the taxable year, has not been an officer of the Company or an “affiliated corporation,” and does not receive remuneration from the Company or an “affiliated corporation,” either directly or indirectly, in any capacity other than as a Director, or (ii) is otherwise considered an “outside director” for purposes of Section 162(m) of the Code.

(jj) “*Own*,” “*Owned*,” “*Owner*,” “*Ownership*” means a person or Entity will be deemed to “Own,” to have “Owned,” to be the “Owner” of, or to have acquired “Ownership” of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(kk) “*Participant*” means a person to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Stock Award.

(ll) “*Plan*” means this Scynexis, Inc. 2014 Equity Incentive Plan, as it may be amended.

(mm) “*Restricted Stock Award*” means an award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(a).

(nn) “*Restricted Stock Award Agreement*” means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(oo) “*Restricted Stock Unit Award*” means a right to receive shares of Common Stock which is granted pursuant to the terms and conditions of Section 6(b).

(pp) “*Restricted Stock Unit Award Agreement*” means a written agreement between the Company and a holder of a Restricted Stock Unit Award evidencing the terms and conditions of a Restricted Stock Unit Award grant. Each Restricted Stock Unit Award Agreement will be subject to the terms and conditions of the Plan.

(qq) “*Rule 16b-3*” means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(rr) “*Securities Act*” means the Securities Act of 1933, as amended.

(ss) “*Stock Appreciation Right*” or “SAR” means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 5.

(tt) “*Stock Appreciation Right Agreement*” means a written agreement between the Company and a holder of a Stock Appreciation Right evidencing the terms and conditions of a Stock Appreciation Right grant. Each Stock Appreciation Right Agreement will be subject to the terms and conditions of the Plan.

(uu) “*Stock Award*” means any right to receive Common Stock granted under the Plan, including an Incentive Stock Option, a Nonstatutory Stock Option, a Restricted Stock Award, a Restricted Stock Unit Award, a Stock Appreciation Right or any Other Stock Award.

(vv) “*Stock Award Agreement*” means a written agreement between the Company and a Participant evidencing the terms and conditions of a Stock Award grant. Each Stock Award Agreement will be subject to the terms and conditions of the Plan.

(ww) “*Subsidiary*” means, with respect to the Company, (i) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%.

(xx) “*Ten Percent Stockholder*” means a person who Owns (or is deemed to Own pursuant to Section 424(d) of the Code) stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Affiliate.

SCYNEXIS, INC.
STOCK OPTION GRANT NOTICE
(2014 EQUITY INCENTIVE PLAN)

Scynexis, Inc. (the “*Company*”), pursuant to its 2014 Equity Incentive Plan (the “*Plan*”), hereby grants to Optionholder an option to purchase the number of shares of the Company’s Common Stock set forth below. This option is subject to all of the terms and conditions as set forth in this notice, in the Option Agreement, the Plan and the Notice of Exercise, all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Option Agreement will have the same definitions as in the Plan or the Option Agreement. If there is any conflict between the terms in this notice and the Plan, the terms of the Plan will control.

Optionholder: _____

Date of Grant: _____

Vesting Commencement Date: _____

Number of Shares Subject to Option: _____

Exercise Price (Per Share): _____

Total Exercise Price: _____

Expiration Date: _____

Type of Grant: Incentive Stock Option² Nonstatutory Stock Option

Exercise Schedule: Same as Vesting Schedule Early Exercise Permitted

Vesting Schedule: [One-fourth (1/4th) of the shares vest one year after the Vesting Commencement Date; the balance of the shares vest in a series of thirty-six (36) successive equal monthly installments measured from the first anniversary of the Vesting Commencement Date, subject to Optionholder’s Continuous Service as of each such date.]

Payment: By one or a combination of the following items (described in the Option Agreement):

- By cash, check, bank draft or money order payable to the Company
- Pursuant to a Regulation T Program if the shares are publicly traded
- By delivery of already-owned shares if the shares are publicly traded
- If and only to the extent this option is a Nonstatutory Stock Option, and subject to the Company’s consent at the time of exercise, by a “net exercise” arrangement

Additional Terms/Acknowledgements: Optionholder acknowledges receipt of, and understands and agrees to, this Stock Option Grant Notice, the Option Agreement and the Plan. Optionholder acknowledges and agrees that this Stock Option Grant Notice and the Option Agreement may not be modified, amended or revised except as provided in the Plan. Optionholder further acknowledges that as of the Date of Grant, this Stock Option Grant Notice, the Option Agreement, and the Plan set forth the entire understanding between Optionholder and the Company regarding this option award and supersede all prior oral and written agreements, promises and/or representations on that subject with the exception of (i) options previously granted and delivered to Optionholder, (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law and (iii) any written employment or severance arrangement that would provide for vesting acceleration of this option upon the terms and conditions set forth therein.

² If this is an Incentive Stock Option, it (plus other outstanding Incentive Stock Options) cannot be first *exercisable* for more than \$100,000 in value (measured by exercise price) in any calendar year. Any excess over \$100,000 is a Nonstatutory Stock Option.

By accepting this option, Optionholder consents to receive such documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

SCYNEXIS, INC.

OPTIONHOLDER:

By: _____
Signature

Title: _____ Date: _____
Date: _____
Signature

ATTACHMENTS: Option Agreement, 2014 Equity Incentive Plan and Notice of Exercise

ATTACHMENT I
OPTION AGREEMENT

SCYNEXIS, INC.
2014 EQUITY INCENTIVE PLAN

**OPTION AGREEMENT
(INCENTIVE STOCK OPTION OR NONSTATUTORY STOCK OPTION)**

Pursuant to your Stock Option Grant Notice (“**Grant Notice**”) and this Option Agreement, Scynexis, Inc. (the “**Company**”) has granted you an option under its 2014 Equity Incentive Plan (the “**Plan**”) to purchase the number of shares of the Company’s Common Stock indicated in your Grant Notice at the exercise price indicated in your Grant Notice. The option is granted to you effective as of the date of grant set forth in the Grant Notice (the “**Date of Grant**”). If there is any conflict between the terms in this Option Agreement and the Plan, the terms of the Plan will control. Capitalized terms not explicitly defined in this Option Agreement or in the Grant Notice but defined in the Plan will have the same definitions as in the Plan.

The details of your option, in addition to those set forth in the Grant Notice and the Plan, are as follows:

- 1. VESTING.** Subject to the provisions contained herein, your option will vest as provided in your Grant Notice. Vesting will cease upon the termination of your Continuous Service.
- 2. NUMBER OF SHARES AND EXERCISE PRICE.** The number of shares of Common Stock subject to your option and your exercise price per share in your Grant Notice will be adjusted for Capitalization Adjustments.
- 3. EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES.** If you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (that is, a “**Non-Exempt Employee**”), and except as otherwise provided in the Plan, you may not exercise your option until you have completed at least six (6) months of Continuous Service measured from the Date of Grant, even if you have already been an employee for more than six (6) months. Consistent with the provisions of the Worker Economic Opportunity Act, you may exercise your option as to any vested portion prior to such six (6) month anniversary in the case of (i) your death or disability, (ii) a Corporate Transaction in which your option is not assumed, continued or substituted, (iii) a Change in Control or (iv) your termination of Continuous Service on your “retirement” (as defined in the Company’s benefit plans).
- 4. EXERCISE PRIOR TO VESTING (“EARLY EXERCISE”).** If permitted in your Grant Notice (*i.e.*, the “Exercise Schedule” indicates “Early Exercise Permitted”) and subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of your option, including the unvested portion of your option; *provided, however*, that:

a. a partial exercise of your option will be deemed to cover first vested shares of Common Stock and then the earliest vesting installment of unvested shares of Common Stock;

b. any shares of Common Stock so purchased from installments that have not vested as of the date of exercise will be subject to the purchase option in favor of the Company as described in the Company's form of Early Exercise Stock Purchase Agreement;

c. you will enter into the Company's form of Early Exercise Stock Purchase Agreement with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

d. if your option is an Incentive Stock Option, then, to the extent that the aggregate Fair Market Value (determined at the Date of Grant) of the shares of Common Stock with respect to which your option plus all other Incentive Stock Options you hold are exercisable for the first time by you during any calendar year (under all plans of the Company and its Affiliates) exceeds one hundred thousand dollars (\$100,000), your option(s) or portions thereof that exceed such limit (according to the order in which they were granted) will be treated as Nonstatutory Stock Options.

5. METHOD OF PAYMENT. You must pay the full amount of the exercise price for the shares you wish to exercise. You may pay the exercise price in cash or by check, bank draft or money order payable to the Company or in any other manner permitted by your Grant Notice, which may include one or more of the following:

a. Provided that at the time of exercise the Common Stock is publicly traded, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Stock, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds. This manner of payment is also known as a "broker-assisted exercise", "same day sale", or "sell to cover".

b. Provided that at the time of exercise the Common Stock is publicly traded, by delivery to the Company (either by actual delivery or attestation) of already-owned shares of Common Stock that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. "Delivery" for these purposes, in the sole discretion of the Company at the time you exercise your option, will include delivery to the Company of your attestation of ownership of such shares of Common Stock in a form approved by the Company. You may not exercise your option by delivery to the Company of Common Stock if doing so would violate the provisions of any law, regulation or agreement restricting the redemption of the Company's stock.

c. If this option is a Nonstatutory Stock Option, subject to the consent of the Company at the time of exercise, by a "net exercise" arrangement pursuant to which the Company will reduce the number of shares of Common Stock issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price. You must pay any remaining balance of the aggregate exercise price

not satisfied by the “net exercise” in cash or other permitted form of payment. Shares of Common Stock will no longer be outstanding under your option and will not be exercisable thereafter if those shares (i) are used to pay the exercise price pursuant to the “net exercise,” (ii) are delivered to you as a result of such exercise, and (iii) are withheld to satisfy your tax withholding obligations.

6. WHOLE SHARES. You may exercise your option only for whole shares of Common Stock.

7. SECURITIES LAW COMPLIANCE. In no event may you exercise your option unless the shares of Common Stock issuable upon exercise are then registered under the Securities Act or, if not registered, the Company has determined that your exercise and the issuance of the shares would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with all other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations (including any restrictions on exercise required for compliance with Treas. Reg. 1.401(k)-1(d)(3), if applicable).

8. TERM. You may not exercise your option before the Date of Grant or after the expiration of the option’s term. The term of your option expires, subject to the provisions of Section 5(h) of the Plan, upon the earliest of the following:

a. immediately upon the date on which the event giving rise to your termination of Continuous Service for Cause occurs (or, if required by law, the date of termination of Continuous Service for Cause);

b. three (3) months after the termination of your Continuous Service for any reason other than Cause, your Disability or your death (except as otherwise provided in Section 8(d) below); *provided, however,* that if during any part of such three (3) month period your option is not exercisable solely because of the condition set forth in the section above relating to “Securities Law Compliance,” your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service; *provided further,* if during any part of such three (3) month period, the sale of any Common Stock received upon exercise of your option would violate the Company’s insider trading policy, then your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service during which the sale of the Common Stock received upon exercise of your option would not be in violation of the Company’s insider trading policy. Notwithstanding the foregoing, if (i) you are a Non-Exempt Employee, (ii) your Continuous Service terminates within six (6) months after the Date of Grant, and (iii) you have vested in a portion of your option at the time of your termination of Continuous Service, your option will not expire until the earlier of (x) the later of (A) the date that is seven (7) months after the Date of Grant, and (B) the date that is three (3) months after the termination of your Continuous Service, and (y) the Expiration Date;

c. twelve (12) months after the termination of your Continuous Service due to your Disability (except as otherwise provided in Section 8(d)) below;

d. eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates for any reason other than Cause;

e. the Expiration Date indicated in your Grant Notice; or

f. the day before the tenth (10th) anniversary of the Date of Grant.

If your option is an Incentive Stock Option, note that to obtain the federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the Date of Grant and ending on the day three (3) months before the date of your option's exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. The Company has provided for extended exercisability of your option under certain circumstances for your benefit but cannot guarantee that your option will necessarily be treated as an Incentive Stock Option if you continue to provide services to the Company or an Affiliate as a Consultant or Director after your employment terminates or if you otherwise exercise your option more than three (3) months after the date your employment with the Company or an Affiliate terminates.

9. EXERCISE.

a. You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits) during its term by (i) delivering a Notice of Exercise (in a form designated by the Company) or completing such other documents and/or procedures designated by the Company for exercise and (ii) paying the exercise price and any applicable withholding taxes to the Company's Secretary, stock plan administrator, or such other person as the Company may designate, together with such additional documents as the Company may then require.

b. By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (i) the exercise of your option, (ii) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (iii) the disposition of shares of Common Stock acquired upon such exercise.

c. If your option is an Incentive Stock Option, by exercising your option you agree that you will notify the Company in writing within fifteen (15) days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two (2) years after the Date of Grant or within one (1) year after such shares of Common Stock are transferred upon exercise of your option.

10. TRANSFERABILITY. Except as otherwise provided in this Section 10, your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you.

a. **Certain Trusts.** Upon receiving written permission from the Board or its duly authorized designee, you may transfer your option to a trust if you are considered to be the

sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust. You and the trustee must enter into transfer and other agreements required by the Company.

b. Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your option pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2) that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this option with the Company prior to finalizing the domestic relations order or marital settlement agreement to help ensure the required information is contained within the domestic relations order or marital settlement agreement. If this option is an Incentive Stock Option, this option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

c. Beneficiary Designation. Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company and any broker designated by the Company to handle option exercises, designate a third party who, on your death, will thereafter be entitled to exercise this option and receive the Common Stock or other consideration resulting from such exercise. In the absence of such a designation, your executor or administrator of your estate will be entitled to exercise this option and receive, on behalf of your estate, the Common Stock or other consideration resulting from such exercise.

11. OPTION NOT A SERVICE CONTRACT. Your option is not an employment or service contract, and nothing in your option will be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option will obligate the Company or an Affiliate, their respective stockholders, boards of directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

12. WITHHOLDING OBLIGATIONS.

a. At the time you exercise your option, in whole or in part, and at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "same day sale" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

b. If this option is a Nonstatutory Stock Option, then upon your request and subject to approval by the Company, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested shares of Common Stock otherwise issuable to you upon the exercise of your option a number of whole shares of Common Stock

having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the minimum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). If the date of determination of any tax withholding obligation is deferred to a date later than the date of exercise of your option, share withholding pursuant to the preceding sentence shall not be permitted unless you make a proper and timely election under Section 83(b) of the Code, covering the aggregate number of shares of Common Stock acquired upon such exercise with respect to which such determination is otherwise deferred, to accelerate the determination of such tax withholding obligation to the date of exercise of your option. Notwithstanding the filing of such election, shares of Common Stock shall be withheld solely from fully vested shares of Common Stock determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

c. You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company will have no obligation to issue a certificate for such shares of Common Stock or release such shares of Common Stock from any escrow provided for herein, if applicable, unless such obligations are satisfied.

13. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per share of the Common Stock on the Date of Grant and there is no other impermissible deferral of compensation associated with the option.

14. NOTICES. Any notices provided for in your option or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this option by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this option, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

15. GOVERNING PLAN DOCUMENT. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your option and those of the Plan, the provisions of the Plan will control. In addition, your option (and any compensation paid or shares issued under your option) is subject to recoupment in accordance

with The Dodd–Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

16. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company’s policy permitting certain individuals to sell shares only during certain “window” periods and the Company’s insider trading policy, in effect from time to time.

17. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this option will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company’s or any Affiliate’s employee benefit plans.

18. VOTING RIGHTS. You will not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this option until such shares are issued to you. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this option, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

19. SEVERABILITY. If all or any part of this Option Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Option Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Option Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

20. MISCELLANEOUS.

a. The rights and obligations of the Company under your option will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by the Company’s successors and assigns.

b. You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your option.

c. You acknowledge and agree that you have reviewed your option in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your option, and fully understand all provisions of your option.

d. This Option Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

e. All obligations of the Company under the Plan and this Option Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

* * *

This Option Agreement will be deemed to be signed by you upon the signing by you of the Grant Notice to which it is attached.

ATTACHMENT II

2014 EQUITY INCENTIVE PLAN

ATTACHMENT III
NOTICE OF EXERCISE

NOTICE OF EXERCISE

Scynexis, Inc.
Attention: [Stock Plan Administrator]
3501 Tricenter Blvd
Durham, NC 27713

Date of Exercise:

This constitutes notice to Scynexis, Inc. (the "**Company**") under my stock option that I elect to purchase the below number of shares of Common Stock of the Company (the "**Shares**") for the price set forth below.

Type of option (check one):	Incentive <input type="checkbox"/>	Nonstatutory <input type="checkbox"/>
Stock option dated:	_____	_____
Number of Shares as to which option is exercised:	_____	_____
Certificates to be issued in name of:	_____	_____
Total exercise price:	\$ _____	\$ _____
Cash payment delivered herewith:	\$ _____	\$ _____
Value of Shares delivered herewith:	\$ _____	\$ _____
Value of Shares pursuant to net exercise:	\$ _____	\$ _____
Regulation T Program (cashless exercise):	\$ _____	\$ _____

By this exercise, I agree (i) to provide such additional documents as you may require pursuant to the terms of the Scynexis, Inc. 2014 Equity Incentive Plan, (ii) to provide for the payment by me to you (in the manner designated by you) of your withholding obligation, if any, relating to the exercise of this option, and (iii) if this exercise relates to an Incentive Stock Option, to notify you in writing within fifteen (15) days after the date of any disposition of any of the Shares issued upon exercise of this option that occurs within two (2) years after the date of grant of this option or within one (1) year after such Shares are issued upon exercise of this option.

[Signature Follows]

Very truly yours,

Signature

Print Name

2.

SCYNEXIS, INC.

2014 EMPLOYEE STOCK PURCHASE PLAN
ADOPTED BY THE BOARD OF DIRECTORS: February 11, 2014
APPROVED BY THE STOCKHOLDERS: February 25, 2014

1. GENERAL; PURPOSE.

(a) The Plan provides a means by which Eligible Employees of the Company and certain designated Related Corporations may be given an opportunity to purchase shares of Common Stock. The Plan permits the Company to grant a series of Purchase Rights to Eligible Employees under an Employee Stock Purchase Plan.

(b) The Company, by means of the Plan, seeks to retain the services of such Employees, to secure and retain the services of new Employees and to provide incentives for such persons to exert maximum efforts for the success of the Company and its Related Corporations.

2. ADMINISTRATION.

(a) The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in Section 2(c).

(b) The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine how and when Purchase Rights will be granted and the provisions of each Offering (which need not be identical).

(ii) To designate from time to time which Related Corporations of the Company will be eligible to participate in the Plan.

(iii) To construe and interpret the Plan and Purchase Rights, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it deems necessary or expedient to make the Plan fully effective.

(iv) To settle all controversies regarding the Plan and Purchase Rights granted under the Plan.

(v) To suspend or terminate the Plan at any time as provided in Section 12.

(vi) To amend the Plan at any time as provided in Section 12.

(vii) Generally, to exercise such powers and to perform such acts as it deems necessary or expedient to promote the best interests of the Company and its Related Corporations and to carry out the intent that the Plan be treated as an Employee Stock Purchase Plan.

(viii) To adopt such procedures and sub-plans as are necessary or appropriate to permit participation in the Plan by Employees who are foreign nationals or employed outside the United States.

(c) The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to a subcommittee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. The Board may retain the authority to concurrently administer the Plan with the Committee and may, at any time, revert in the Board some or all of the powers previously delegated. Whether or not the Board has delegated administration of the Plan to a Committee, the Board will have the final power to determine all questions of policy and expediency that may arise in the administration of the Plan.

(d) All determinations, interpretations and constructions made by the Board in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

3. SHARES OF COMMON STOCK SUBJECT TO THE PLAN.

(a) Subject to the provisions of Section 11(a) relating to Capitalization Adjustments, the maximum number of shares of Common Stock that may be issued under the Plan will not exceed 975,000 shares¹ of Common Stock, plus the number of shares of Common Stock that are automatically added on January 1 of each year for a period of up to ten years, commencing on the first January 1 following the IPO Date and ending on (and including) January 1, 2024, in an amount equal to the lesser of (i) 0.8% of the total number of shares of Capital Stock outstanding on December 31 of the preceding fiscal year, and (ii) 600,000 shares² of Common Stock. Notwithstanding the foregoing, the Board may act prior to the first day of any fiscal year to provide that there will be no January 1 increase in the share reserve for such fiscal year or that the increase in the share reserve for such fiscal year will be a lesser number of shares of Common Stock than would otherwise occur pursuant to the preceding sentence.

(b) If any Purchase Right granted under the Plan terminates without having been exercised in full, the shares of Common Stock not purchased under such Purchase Right will again become available for issuance under the Plan.

(c) The stock purchasable under the Plan will be shares of authorized but unissued or reacquired Common Stock, including shares repurchased by the Company on the open market.

¹ Equal to 1.3% of common stock outstanding immediately following the IPO (975,000, assuming 75,000,000 shares outstanding immediately following the IPO).

² Equal to 600,000 shares, assuming 75,000,000 shares at the time of the IPO.

4. GRANT OF PURCHASE RIGHTS; OFFERING.

(a) The Board may from time to time grant or provide for the grant of Purchase Rights to Eligible Employees under an Offering (consisting of one or more Purchase Periods) on an Offering Date or Offering Dates selected by the Board. Each Offering will be in such form and will contain such terms and conditions as the Board will deem appropriate, and will comply with the requirement of Section 423(b)(5) of the Code that all Employees granted Purchase Rights will have the same rights and privileges. The terms and conditions of an Offering shall be incorporated by reference into the Plan and treated as part of the Plan. The provisions of separate Offerings need not be identical, but each Offering will include (through incorporation of the provisions of this Plan by reference in the document comprising the Offering or otherwise) the period during which the Offering will be effective, which period will not exceed 27 months beginning with the Offering Date, and the substance of the provisions contained in Sections 5 through 8, inclusive.

(b) If a Participant has more than one Purchase Right outstanding under the Plan, unless he or she otherwise indicates in forms delivered to the Company: (i) each form will apply to all of his or her Purchase Rights under the Plan, and (ii) a Purchase Right with a lower exercise price (or an earlier-granted Purchase Right, if different Purchase Rights have identical exercise prices) will be exercised to the fullest possible extent before a Purchase Right with a higher exercise price (or a later-granted Purchase Right if different Purchase Rights have identical exercise prices) will be exercised.

(c) The Board will have the discretion to structure an Offering so that if the Fair Market Value of a share of Common Stock on the first Trading Day of a new Purchase Period within that Offering is less than or equal to the Fair Market Value of a share of Common Stock on the Offering Date for that Offering, then (i) that Offering will terminate immediately as of that first Trading Day, and (ii) the Participants in such terminated Offering will be automatically enrolled in a new Offering beginning on the first Trading Day of such new Purchase Period.

5. ELIGIBILITY.

(a) Purchase Rights may be granted only to Employees of the Company or, as the Board may designate in accordance with Section 2(b), to Employees of a Related Corporation. Except as provided in Section 5(b), an Employee will not be eligible to be granted Purchase Rights unless, on the Offering Date, the Employee has been in the employ of the Company or the Related Corporation, as the case may be, for such continuous period preceding such Offering Date as the Board may require, but in no event will the required period of continuous employment be equal to or greater than two years. In addition, the Board may provide that no Employee will be eligible to be granted Purchase Rights under the Plan unless, on the Offering Date, such Employee's customary employment with the Company or the Related Corporation is more than 20 hours per week and more than five months per calendar year or such other criteria as the Board may determine consistent with Section 423 of the Code.

(b) The Board may provide that each person who, during the course of an Offering, first becomes an Eligible Employee will, on a date or dates specified in the Offering which

coincides with the day on which such person becomes an Eligible Employee or which occurs thereafter, receive a Purchase Right under that Offering, which Purchase Right will thereafter be deemed to be a part of that Offering. Such Purchase Right will have the same characteristics as any Purchase Rights originally granted under that Offering, as described herein, except that:

(i) the date on which such Purchase Right is granted will be the "Offering Date" of such Purchase Right for all purposes, including determination of the exercise price of such Purchase Right;

(ii) the period of the Offering with respect to such Purchase Right will begin on its Offering Date and end coincident with the end of such Offering; and

(iii) the Board may provide that if such person first becomes an Eligible Employee within a specified period of time before the end of the Offering, he or she will not receive any Purchase Right under that Offering.

(c) No Employee will be eligible for the grant of any Purchase Rights if, immediately after any such Purchase Rights are granted, such Employee owns stock possessing five percent or more of the total combined voting power or value of all classes of stock of the Company or of any Related Corporation. For purposes of this Section 5(c), the rules of Section 424(d) of the Code will apply in determining the stock ownership of any Employee, and stock which such Employee may purchase under all outstanding Purchase Rights and options will be treated as stock owned by such Employee.

(d) As specified by Section 423(b)(8) of the Code, an Eligible Employee may be granted Purchase Rights only if such Purchase Rights, together with any other rights granted under all Employee Stock Purchase Plans of the Company and any Related Corporations, do not permit such Eligible Employee's rights to purchase stock of the Company or any Related Corporation to accrue at a rate which exceeds \$25,000 of Fair Market Value of such stock (determined at the time such rights are granted, and which, with respect to the Plan, will be determined as of their respective Offering Dates) for each calendar year in which such rights are outstanding at any time.

(e) Officers of the Company and any designated Related Corporation, if they are otherwise Eligible Employees, will be eligible to participate in Offerings under the Plan. Notwithstanding the foregoing, the Board may provide in an Offering that Employees who are highly compensated Employees within the meaning of Section 423(b)(4)(D) of the Code will not be eligible to participate.

6. PURCHASE RIGHTS; PURCHASE PRICE.

(a) On each Offering Date, each Eligible Employee, pursuant to an Offering made under the Plan, will be granted a Purchase Right to purchase up to that number of shares of Common Stock purchasable either with a percentage or with a maximum dollar amount, as designated by the Board, but in either case not exceeding 15% of such Employee's earnings (as defined by the Board in each Offering) during the period that begins on the Offering Date (or

such later date as the Board determines for a particular Offering) and ends on the date stated in the Offering, which date will be no later than the end of the Offering.

(b) The Board will establish one or more Purchase Dates during an Offering on which Purchase Rights granted for that Offering will be exercised and shares of Common Stock will be purchased in accordance with such Offering.

(c) In connection with each Offering made under the Plan, the Board may specify (i) a maximum number of shares of Common Stock that may be purchased by any Participant on any Purchase Date during such Offering, (ii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants pursuant to such Offering and/or (iii) a maximum aggregate number of shares of Common Stock that may be purchased by all Participants on any Purchase Date under the Offering. If the aggregate purchase of shares of Common Stock issuable upon exercise of Purchase Rights granted under the Offering would exceed any such maximum aggregate number, then, in the absence of any Board action otherwise, a pro rata (based on each Participant's accumulated Contributions) allocation of the shares of Common Stock available will be made in as nearly a uniform manner as will be practicable and equitable.

(d) The purchase price of shares of Common Stock acquired pursuant to Purchase Rights will be not less than the lesser of:

(i) an amount equal to 85% of the Fair Market Value of the shares of Common Stock on the Offering Date; or

(ii) an amount equal to 85% of the Fair Market Value of the shares of Common Stock on the applicable Purchase Date.

7. PARTICIPATION; WITHDRAWAL; TERMINATION.

(a) An Eligible Employee may elect to authorize payroll deductions as the means of making Contributions by completing and delivering to the Company, within the time specified in the Offering, an enrollment form provided by the Company. The enrollment form will specify the amount of Contributions not to exceed the maximum amount specified by the Board. Each Participant's Contributions will be credited to a bookkeeping account for such Participant under the Plan and will be deposited with the general funds of the Company except where applicable law requires that Contributions be deposited with a third party. If permitted in the Offering, a Participant may begin such Contributions with the first payroll occurring on or after the Offering Date (or, in the case of a payroll date that occurs after the end of the prior Offering but before the Offering Date of the next new Offering, Contributions from such payroll will be included in the new Offering). If permitted in the Offering, a Participant may thereafter reduce (including to zero) or increase his or her Contributions. If specifically provided in the Offering, in addition to making Contributions by payroll deductions, a Participant may make Contributions through the payment by cash or check prior to a Purchase Date.

(b) During an Offering, a Participant may cease making Contributions and withdraw from the Offering by delivering to the Company a withdrawal form provided by the Company. The Company may impose a deadline before a Purchase Date for withdrawing. Upon such withdrawal, such Participant's Purchase Right in that Offering will immediately terminate and the Company will distribute to such Participant all of his or her accumulated but unused Contributions and such Participant's Purchase Right in that Offering shall thereupon terminate. A Participant's withdrawal from that Offering will have no effect upon his or her eligibility to participate in any other Offerings under the Plan, but such Participant will be required to deliver a new enrollment form to participate in subsequent Offerings.

(c) Purchase Rights granted pursuant to any Offering under the Plan will terminate immediately if the Participant either (i) is no longer an Employee for any reason or for no reason (subject to any post-employment participation period required by law) or (ii) is otherwise no longer eligible to participate. The Company will distribute to such individual all of his or her accumulated but unused Contributions.

(d) During a Participant's lifetime, Purchase Rights will be exercisable only by such Participant. Purchase Rights are not transferable by a Participant, except by will, by the laws of descent and distribution, or, if permitted by the Company, by a beneficiary designation as described in Section 10.

(e) Unless otherwise specified in the Offering, the Company will have no obligation to pay interest on Contributions.

8. EXERCISE OF PURCHASE RIGHTS.

(a) On each Purchase Date, each Participant's accumulated Contributions will be applied to the purchase of shares of Common Stock, up to the maximum number of shares of Common Stock permitted by the Plan and the applicable Offering, at the purchase price specified in the Offering. No fractional shares will be issued unless specifically provided for in the Offering.

(b) If any amount of accumulated Contributions remains in a Participant's account after the purchase of shares of Common Stock and such remaining amount is less than the amount required to purchase one share of Common Stock on the final Purchase Date of an Offering, then such remaining amount will be held in such Participant's account for the purchase of shares of Common Stock under the next Offering under the Plan, unless such Participant withdraws from or is not eligible to participate in such Offering, in which case such amount will be distributed to such Participant after the final Purchase Date, without interest. If the amount of Contributions remaining in a Participant's account after the purchase of shares of Common Stock is at least equal to the amount required to purchase one whole share of Common Stock on the final Purchase Date of an Offering, then such remaining amount will not roll over to the next Offering and will instead be distributed in full to such Participant after the final Purchase Date of such Offering without interest.

(c) No Purchase Rights may be exercised to any extent unless the shares of Common Stock to be issued upon such exercise under the Plan are covered by an effective registration statement pursuant to the Securities Act and the Plan is in material compliance with all applicable federal, state, foreign and other securities and other laws applicable to the Plan. If on a Purchase Date the shares of Common Stock are not so registered or the Plan is not in such compliance, no Purchase Rights will be exercised on such Purchase Date, and the Purchase Date will be delayed until the shares of Common Stock are subject to such an effective registration statement and the Plan is in material compliance, except that the Purchase Date will in no event be more than 6 months from the Offering Date. If, on the Purchase Date, as delayed to the maximum extent permissible, the shares of Common Stock are not registered and the Plan is not in material compliance with all applicable laws, no Purchase Rights will be exercised and all accumulated but unused Contributions will be distributed to the Participants without interest.

9. COVENANTS OF THE COMPANY.

The Company will seek to obtain from each federal, state, foreign or other regulatory commission or agency having jurisdiction over the Plan such authority as may be required to grant Purchase Rights and issue and sell shares of Common Stock thereunder. If, after commercially reasonable efforts, the Company is unable to obtain the authority that counsel for the Company deems necessary for the grant of Purchase Rights or the lawful issuance and sale of Common Stock under the Plan, and at a commercially reasonable cost, the Company will be relieved from any liability for failure to grant Purchase Rights and/or to issue and sell Common Stock upon exercise of such Purchase Rights.

10. DESIGNATION OF BENEFICIARY.

(a) The Company may, but is not obligated to, permit a Participant to submit a form designating a beneficiary who will receive any shares of Common Stock and/or Contributions from the Participant's account under the Plan if the Participant dies before such shares and/or Contributions are delivered to the Participant. The Company may, but is not obligated to, permit the Participant to change such designation of beneficiary. Any such designation and/or change must be on a form approved by the Company.

(b) If a Participant dies, in the absence of a valid beneficiary designation, the Company will deliver any shares of Common Stock and/or Contributions to the executor or administrator of the estate of the Participant. If, to the knowledge of the Company, no executor or administrator has been appointed, the Company, in its sole discretion, may deliver such shares of Common Stock and/or Contributions to the Participant's spouse, dependents or relatives, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

11. ADJUSTMENTS UPON CHANGES IN COMMON STOCK; CORPORATE TRANSACTIONS.

(a) In the event of a Capitalization Adjustment, the Board will appropriately and proportionately adjust: (i) the class(es) and maximum number of securities subject to the Plan pursuant to Section 3(a), (ii) the class(es) and maximum number of securities by which the share

reserve is to increase automatically each year pursuant to Section 3(a), (iii) the class(es) and number of securities subject to, and the purchase price applicable to outstanding Offerings and Purchase Rights, and (iv) the class(es) and number of securities that are the subject of the purchase limits under each ongoing Offering. The Board will make these adjustments, and its determination will be final, binding and conclusive.

(b) In the event of a Corporate Transaction, then: (i) any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue outstanding Purchase Rights or may substitute similar rights (including a right to acquire the same consideration paid to the stockholders in the Corporate Transaction) for outstanding Purchase Rights, or (ii) if any surviving or acquiring corporation (or its parent company) does not assume or continue such Purchase Rights or does not substitute similar rights for such Purchase Rights, then the Participants' accumulated Contributions will be used to purchase shares of Common Stock within ten business days prior to the Corporate Transaction under the outstanding Purchase Rights, and the Purchase Rights will terminate immediately after such purchase.

12. AMENDMENT, TERMINATION OR SUSPENSION OF THE PLAN.

(a) The Board may amend the Plan at any time in any respect the Board deems necessary or advisable. However, except as provided in Section 11(a) relating to Capitalization Adjustments, stockholder approval will be required for any amendment of the Plan for which stockholder approval is required by applicable law or listing requirements, including any amendment that either (i) materially increases the number of shares of Common Stock available for issuance under the Plan, (ii) materially expands the class of individuals eligible to become Participants and receive Purchase Rights, (iii) materially increases the benefits accruing to Participants under the Plan or materially reduces the price at which shares of Common Stock may be purchased under the Plan, (iv) materially extends the term of the Plan, or (v) expands the types of awards available for issuance under the Plan, but in each of (i) through (v) above only to the extent stockholder approval is required by applicable law or listing requirements.

(b) The Board may suspend or terminate the Plan at any time. No Purchase Rights may be granted under the Plan while the Plan is suspended or after it is terminated.

(c) Any benefits, privileges, entitlements and obligations under any outstanding Purchase Rights granted before an amendment, suspension or termination of the Plan will not be materially impaired by any such amendment, suspension or termination except (i) with the consent of the person to whom such Purchase Rights were granted, (ii) as necessary to comply with any laws, listing requirements, or governmental regulations (including, without limitation, the provisions of Section 423 of the Code and the regulations and other interpretive guidance issued thereunder relating to Employee Stock Purchase Plans) including without limitation any such regulations or other guidance that may be issued or amended after the date the Plan is adopted by the Board, or (iii) as necessary to obtain or maintain favorable tax, listing, or regulatory treatment. To be clear, the Board may amend outstanding Purchase Rights without a Participant's consent if such amendment is necessary to ensure that the Purchase Right and/or the Plan complies with the requirements of Section 423 of the Code.

13. EFFECTIVE DATE OF PLAN.

The Plan will become effective immediately prior to and contingent upon the IPO Date. No Purchase Rights will be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval must be within 12 months before or after the date the Plan is adopted (or if required under Section 12(a) above, materially amended) by the Board.

14. MISCELLANEOUS PROVISIONS.

(a) Proceeds from the sale of shares of Common Stock pursuant to Purchase Rights will constitute general funds of the Company.

(b) A Participant will not be deemed to be the holder of, or to have any of the rights of a holder with respect to, shares of Common Stock subject to Purchase Rights unless and until the Participant's shares of Common Stock acquired upon exercise of Purchase Rights are recorded in the books of the Company (or its transfer agent).

(c) The Plan and Offering do not constitute an employment contract. Nothing in the Plan or in the Offering will in any way alter the at will nature of a Participant's employment or be deemed to create in any way whatsoever any obligation on the part of any Participant to continue in the employ of the Company or a Related Corporation, or on the part of the Company or a Related Corporation to continue the employment of a Participant.

(d) The provisions of the Plan will be governed by the laws of the State of California without resort to that state's conflicts of laws rules.

15. DEFINITIONS.

As used in the Plan, the following definitions will apply to the capitalized terms indicated below:

(a) "**Board**" means the Board of Directors of the Company.

(b) "**Capital Stock**" means each and every class of common stock of the Company, regardless of the number of votes per share.

(c) "**Capitalization Adjustment**" means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Purchase Right after the date the Plan is adopted by the Board without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or other similar equity restructuring transaction, as that term is used in Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(d) “*Code*” means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder

(e) “*Committee*” means a committee of one or more members of the Board to whom authority has been delegated by the Board in accordance with Section 2(c).

(f) “*Common Stock*” means, as of the IPO Date, the common stock of the Company, having 1 vote per share.

(g) “*Company*” means Scynexis, Inc., a Delaware corporation.

(h) “*Contributions*” means the payroll deductions and other additional payments specifically provided for in the Offering that a Participant contributes to fund the exercise of a Purchase Right. A Participant may make additional payments into his or her account if specifically provided for in the Offering, and then only if the Participant has not already had the maximum permitted amount withheld during the Offering through payroll deductions.

(i) “*Corporate Transaction*” means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board in its sole discretion, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least 90% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(j) “*Director*” means a member of the Board.

(k) “*Eligible Employee*” means an Employee who meets the requirements set forth in the document(s) governing the Offering for eligibility to participate in the Offering, provided that such Employee also meets the requirements for eligibility to participate set forth in the Plan.

(l) “*Employee*” means any person, including an Officer or Director, who is “employed” for purposes of Section 423(b)(4) of the Code by the Company or a Related Corporation. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an “Employee” for purposes of the Plan.

(m) “**Employee Stock Purchase Plan**” means a plan that grants Purchase Rights intended to be options issued under an “employee stock purchase plan,” as that term is defined in Section 423(b) of the Code.

(n) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder.

(o) “**Fair Market Value**” means, as of any date, the value of the Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a share of Common Stock will be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in such source as the Board deems reliable. Unless otherwise provided by the Board, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing sales price on the last preceding date for which such quotation exists.

(ii) In the absence of such markets for the Common Stock, the Fair Market Value will be determined by the Board in good faith in compliance with applicable laws and in a manner that complies with Sections 409A of the Code.

(iii) Notwithstanding the foregoing, for any Offering that commences on the IPO Date, the Fair Market Value of the shares of Common Stock on the Offering Date will be the price per share at which shares are first sold to the public in the Company’s initial public offering as specified in the final prospectus for that initial public offering.

(p) “**IPO Date**” means the date of the underwriting agreement between the Company and the underwriter(s) managing the initial public offering of the Common Stock, pursuant to which the Common Stock is priced for the initial public offering.

(q) “**Offering**” means the grant to Eligible Employees of Purchase Rights, with the exercise of those Purchase Rights automatically occurring at the end of one or more Purchase Periods. The terms and conditions of an Offering will generally be set forth in the “**Offering Document**” approved by the Board for that Offering.

(r) “**Offering Date**” means a date selected by the Board for an Offering to commence.

(s) “**Officer**” means a person who is an officer of the Company or a Related Corporation within the meaning of Section 16 of the Exchange Act.

(t) “**Participant**” means an Eligible Employee who holds an outstanding Purchase Right.

(u) “**Plan**” means this Scynexis, Inc. 2014 Employee Stock Purchase Plan.

(v) “**Purchase Date**” means one or more dates during an Offering selected by the Board on which Purchase Rights will be exercised and on which purchases of shares of Common Stock will be carried out in accordance with such Offering.

(w) “**Purchase Period**” means a period of time specified within an Offering, generally beginning on the Offering Date or on the first Trading Day following a Purchase Date, and ending on a Purchase Date. An Offering may consist of one or more Purchase Periods.

(x) “**Purchase Right**” means an option to purchase shares of Common Stock granted pursuant to the Plan.

(y) “**Related Corporation**” means any “parent corporation” or “subsidiary corporation” of the Company whether now or subsequently established, as those terms are defined in Sections 424(e) and (f), respectively, of the Code.

(z) “**Securities Act**” means the Securities Act of 1933, as amended.

(aa) “**Trading Day**” means any day on which the exchange(s) or market(s) on which shares of Common Stock are listed, including but not limited to the NYSE, Nasdaq Global Select Market, the Nasdaq Global Market, the Nasdaq Capital Market or any successors thereto, is open for trading.

SCYNEXIS, Inc.**Description of Non-Employee Directors Compensation Program**

Following the closing of this offering, we intend to compensate our non-employee directors with a combination of cash and equity. Each non-employee director will receive an annual base cash retainer of \$30,000 for such service, to be paid quarterly. In addition, the chairman of our board of directors will receive an additional annual base cash retainer of \$15,000, to be paid quarterly.

In addition, we intend to compensate the members of our board of directors for service on our committees as follows:

- The chairperson of our audit committee will receive an annual cash retainer of \$10,000 for this service, paid quarterly, and each of the other members of the audit committee will receive an annual cash retainer of \$6,500, paid quarterly.
- The chairperson of our compensation committee will receive an annual cash retainer of \$7,500 for this service, paid quarterly, and each of the other members of the compensation committee will receive an annual cash retainer of \$5,000, paid quarterly.
- The chairperson of our nominating and corporate governance committee will receive an annual cash retainer of \$4,500 for this service, paid quarterly, and each of the other members of the nominating and corporate governance committee will receive an annual cash retainer of \$3,000, paid quarterly.

Further, after the closing of this offering, each year on or promptly following the date of our annual meeting of stockholders, each non-employee director will be granted an option to purchase 30,000 shares of our common stock, and our chairman will be granted an additional option to purchase 15,000 shares of our common stock. If a new board member joins our board of directors after the closing of this offering, the director will be granted an initial option to purchase 65,000 shares of our common stock, and if a new chairman joins our board of directors after the closing of this offering, the chairman will be granted an initial option to purchase 97,500 shares of our common stock. Annual option grants and initial option grants to new board members will have an exercise price per share equal to the fair market value of a share of our common stock on the date of grant and will vest in full on the earlier of our next annual meeting of stockholders to occur in the year following the date of grant and the one year anniversary of the date of grant; provided, that the non-employee director is providing continuous services on the applicable vesting date.

EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“*Agreement*”), effective as of December 7, 2012 (the “*Effective Date*”), supercedes and replaces the Amended and Restated Employment Agreement dated February 8, 2008 (the “*Prior Agreement*”) by and between **SCYNEXIS, Inc.**, a Delaware corporation (“*Employer*” or “*Company*”) and Chuck Osborne (“*Employee*”). Once this Agreement is in effect, the Prior Agreement shall have no further force or effect.

RECITALS:

WHEREAS, Employer considers the availability of Employee’s services to be important to the management and conduct of Employer’s business and desires to secure the continued availability of Employee’s services; and

WHEREAS, Employee is willing to make his services available to Employer on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Employment. For the Term (as defined in Section 2), Employee shall be employed as Chief Financial Officer (the “*Position*”) of Employer. Employee will be located at the Employer’s principal executive offices in Durham, North Carolina. Employee hereby accepts and agrees to such employment, subject to the general supervision of the Board of Directors of Employer (the “*Board*”). Employee shall perform such duties and shall have such powers, authority and responsibilities as are customary for one holding the Position in a business similar to Employer and shall additionally render such other services and duties as may be reasonably assigned to Employee from time to time by the Board.

2. Term of Employment. This Agreement shall commence on the Effective Date and continue until terminated as provided in Section 5 or Section 6 (such period, the “*Term*”). Employee understands, acknowledges and agrees that this Agreement does not create an obligation for the Employer or any other person to continue Employee’s employment and, subject to Employee’s right to receive compensation and benefits as provided in Section 7, Employee will be an at-will employee and either the Employer or the Employee may terminate Employee’s employment at any time, with or without Just Cause (as defined herein) subject to any notice provisions set forth in this Agreement.

3. Compensation.

(a) For all services rendered by Employee to Employer under this Agreement, Employer shall pay to Employee, during the Term, a base annual salary of not less than \$250,118.00 payable in arrears in accordance with the customary payroll practices of Employer. During the Term, Employee’s annual base salary shall be reviewed and subject to increase in accordance with Employer’s standard policies and procedures.

(b) Employee shall be eligible to earn an annual bonus during the term of up to 30% of Employee's annual base salary, or such higher amount as determined by the Board of Directors (or a compensation committee thereof). The eligibility for such bonus shall be based upon the achievement of performance objectives mutually agreed upon by Employee and Employer and shall be payable in accordance with Employer's customary bonus payment schedule.

(c) All amounts payable hereunder shall be subject to such deductions and withholdings as shall be required by law, if any.

(d) Employee shall be entitled to holidays, sick leave and other time off and to participate in those life, health or other insurance plans and other employee pension and welfare benefit programs, plans, practices and benefits generally made available from time to time to all employees of Employer; provided that nothing herein shall obligate Employer to continue any of such benefits for Employee if discontinued for other employees. Without limiting the foregoing, Employee shall be entitled to paid vacation during each fiscal year of the Term of 20 days, or such additional time as Employer may determine from time to time.

4. Reimbursement of Expenses. Employer shall pay or reimburse Employee for all reasonable travel and other expenses incurred by Employee in performing Employee's obligations under this Agreement and also for any dues and costs of appropriate professional organizations and continuing professional education, subject to such reasonable documentation and substantiation as Employer shall require. Such reimbursements shall be paid promptly, but in no event later than December 31 of the year following the year in which the expense was incurred.

5. Disability. To the extent permitted by law, the following provisions shall apply. Upon the "*disability*" of Employee, this Agreement may be terminated by action of the Board upon 30 days prior written notice (the "*Disability Notice*"), such termination to become effective only if such disability continues after the thirty (30) day period. If, prior to the effective time of the Disability Notice, Employee shall recover from such disability and return to the full-time active discharge of his duties, then the Disability Notice shall be of no further force and effect and Employee's employment shall continue as if the same had been uninterrupted. If Employee shall not so recover from his disability and return to his duties, then his services shall terminate at the effective time of the Disability Notice with the same force and effect as if that date had been the end of the Term originally provided for hereunder. Such termination shall not prejudice any benefits payable to Employee that are fully vested as of the date of such termination. Prior to the effective time of the Disability Notice, Employee shall continue to earn all compensation to which Employee would have been entitled as if he had not been disabled, such compensation to be paid at the time, in the amounts, and in the manner provided in Section 3(a). A "*disability*" of Employee shall be deemed to exist at all times that Employee is considered by the insurance company which has issued any policy of long-term disability insurance owned by Employer or for which premiums are paid by Employer (the "*Employer Policy*") to be totally disabled under the terms of such policy.

6. Termination.

(a) If Employee shall die during the Term, this Agreement and the employment relationship hereunder will automatically terminate on the date of death, which date shall be the last day of the Term; provided that such termination shall not prejudice any benefits payable to Employee or Employee's beneficiaries that are fully vested as of the date of death.

(b) Employer may terminate Employee's employment under this Agreement at any time with or without Just Cause. Any termination without Just Cause shall be effective only upon thirty (30) days prior written notice to Employee. Any termination with Just Cause shall be effective immediately or at such other time set by the Board. "**Just Cause**" shall mean: (i) Employee's willful and material breach of this Agreement and Employee's continued failure to cure such breach to the reasonable satisfaction of the Board within thirty (30) days following written notice of such breach to Employee from the Board; (ii) Employee's conviction of, or entry of a plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude; (iii) Employee's willful commission of an act of fraud, breach of trust, or dishonesty including, without limitation, embezzlement, that results in material damage or harm to the business, financial condition or assets of Employer; (iv) Employee's intentional damage or destruction of substantial property of Employer; or (v) Employee's breach of the terms of the Confidentiality Agreement (as defined below). Just Cause shall be determined by the Board in its reasonable discretion and the particulars of any determination shall be provided to Employee in writing. At any time within ninety (90) days of receipt by Employee in writing of such determination, Employee may object to such determination in writing and submit the determination to arbitration in accordance with Section 13(j). If such determination is overturned in arbitration, Employee will be treated as having been terminated without Just Cause and shall be entitled to the benefits of Section 7(c).

(c) Employee may voluntarily terminate his employment with Employer on thirty (30) days prior written notice to Employer.

7. Payments Upon Termination; Effects on Equity.

(a) Upon any termination pursuant to Section 6, Employee shall be entitled to receive a lump sum equal to any base salary, bonus and other compensation earned and due but not yet paid through the effective date of termination (collectively "**Accrued Compensation**"), provided however, that Employee shall not earn any additional variable compensation or bonus during the Severance Period or the Change in Control Severance Period. If Employee is entitled to a bonus at the time of termination but the amount of such bonus will not be calculated until a date that is after the termination date of Employee's employment with the Employer, then Employer shall be obligated to pay the full amount of such bonus to Employee within thirty (30) days of the date of determination of such bonus.

(b) **Just Cause Termination** - If Employer, or any successor following a Change in Control or otherwise, terminates Employee's employment for Just Cause, Employee shall forfeit any unexercised vested stock options at the date of termination. If Employee terminates his employment or if Employer (or its successor following a Change in Control) terminates

Employee's employment without Just Cause, Employee shall have ninety (90) days from the date of termination to exercise any vested options.

(c) Termination by other than for Just Cause; for Good Reason by Employee – In addition to the amounts payable under Section 7(a) above, at any time other than the twelve (12) month period after the consummation of a Change in Control, if Employee's employment hereunder is terminated by (i) Employer other than for Just Cause, or (ii) Employee for Good Reason, and provided in either event that Employee executes a general Release and Settlement Agreement in the Company's then current form (the "**Release**") within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following:

(i) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for a period of 6 months commencing with the first payroll period following the termination (the "**Severance Period**"); provided that on the first regular payroll pay day following the effective date of the Release, the Employer will pay Employee the severance payments that Employee would otherwise have received under this Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of such severance payments being paid as originally scheduled;

(ii) the vesting of the Employee's unvested stock options and any restricted stock awards shall be accelerated such that, effective as of the date of the Employee's termination of employment, the Employee shall receive immediate accelerated vesting of such equity awards with respect to that same number of shares which would have vested if the Employee had continued in employment during the Severance Period, in accordance with the original vesting schedule of such equity awards;

(iii) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the Employer will continue to pay for the same percentage of Employee's, and Employee's qualified beneficiaries', COBRA premiums for continued medical, dental and vision group health coverage as the percentage of medical, dental and vision insurance premiums it paid for the Employee, and Employee's beneficiaries, during the Employee's employment (the "**COBRA Premium Payments**"). Such COBRA Premium Payments shall commence on the first day of the Severance Period and continue until the earlier of (i) the last day of the Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. The Employee is required to notify the Employer immediately if the Employee and/or qualified beneficiary becomes covered by a group health plan of a subsequent employer or entitled to Medicare. Upon the conclusion of such period of COBRA Premium Payments made by the Employer, the Employee will be responsible for the entire payment of premiums required under COBRA for the duration of the COBRA coverage period. For purposes of this Section 7(c)(iii), references to COBRA shall be deemed to refer also to analogous provisions of state law and any applicable COBRA Premium Payments that are paid by the Employer shall not include any amounts payable by the Employee under an

Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the sole responsibility of the Employee. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(d) Termination following Change in Control - If, within twelve (12) months after the consummation of a Change in Control (as such term is defined in Section 7(e)(i)), Employer terminates Employee's employment without Just Cause or Employee terminates his employment with Employer Agreement as a result of a Good Reason (as such term is defined in Section 7(e)(ii)); and, in either event, if Employee executes a Release within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following in lieu of any severance compensation or benefits set forth in Section 7(c):

(i) all Accrued Compensation (as defined in Section 7(a) herein);

(ii) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for 12 months commencing with the first payroll period following the effectiveness of the Release (the "**Change in Control Severance Period**");

(iii) all stock option grants and any restricted stock grants then held by Employee shall be subject to accelerated vesting such that all unvested shares shall be accelerated and deemed fully vested as of Employee's last day of employment; and

(iv) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the COBRA Premium Payment benefits provided for in Section 7(c)(iii) shall commence on the first day of the Change in Control Severance Period and continue until the earlier of (i) the last day of the Change in Control Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(e) For purposes hereof:

(i) A "**Change in Control**" shall be deemed to have occurred if, at any time:

(A) Employer shall be a party to any merger, consolidation or other similar transaction that results in the shareholders of Employer immediately before the merger, consolidation or other similar transaction owning less than 50% of the equity, or possessing less than 50% of the voting control, of Employer or the successor entity in the merger, consolidation or other similar transaction;

(B) Employer shall liquidate, dissolve or sell or otherwise dispose of all or substantially all of its assets; or

(C) the shareholders of Employer sell or otherwise dispose of Employer's capital stock in a single transaction or series of related transactions such that the shareholders immediately before such transaction or related transactions own less than 50% of the equity, and possess less than 50% of the voting power of Employer.

Provided, however, that an initial public offering or subsequent public offering of Employer's common stock shall not constitute a Change in Control.

(ii) "**Good Reason**" shall mean the occurrence of any of the following events without Employee's express written consent:

(A) Assignment to, or withdrawal from, Employee of any duties or responsibilities that results in a material diminution in such Employee's authority, duties or responsibilities as in effect immediately prior to such change;

(B) A material diminution in the authority, duties or responsibilities of the supervisor to whom Employee is required to report, including (if applicable) a requirement that Employee report to a corporate officer or employee instead of reporting directly to the Board of Directors;

(C) A material reduction by Employer of Employee's annual base salary;

(D) A relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing; or

(E) A material breach by Employer of any provision of this Agreement or any other enforceable written agreement between Employee and Employer;

Provided, however, that, any termination of employment by the Employer shall only be deemed for Good Reason pursuant to the foregoing definition if: (i) the Employee gives the Employer written notice of the intent to terminate for Good Reason within ninety (90) days following the first occurrence of the condition(s) that the Employee believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Employer fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the "**Cure Period**"); and (iii) the Employee terminates his employment within twelve (12) months following the end of the Cure Period.

(f) Except as otherwise provided in this Section 7, upon termination of this Agreement for any reason, Employee shall not be entitled to any form of severance benefits, or any other payment whatsoever. Employee agrees that the payments and benefits provided hereunder, subject to the terms and conditions hereof shall be in full satisfaction of any rights which he might otherwise have or claim by operation of law, by implied contract or otherwise, except for rights which he may have under any employee benefit plan of Employer.

8. Application of Section 409A. Benefits payable under the Agreement, to the extent of payments made from the date of termination of the Employee through March 15th of the calendar year following such termination, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus payable pursuant to the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations; to the extent such payments are made following said March 15th, they are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations made upon an involuntary termination from service and payable pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations, to the maximum extent permitted by said provision, with any excess amount being regarded as subject to the distribution requirements of Section 409A(a)(2)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), including, without limitation, the requirement of Section 409A(a)(2)(B)(i) of the Code that payment to the Employee be delayed until 6 months after separation from service if the Employee is a “specified employee” within the meaning of the aforesaid section of the Code at the time of such separation from service.

9. Parachute Payments.

(a) Anything in this Agreement to the contrary notwithstanding, if any payment or benefit the Employee would receive from the Employer pursuant to this Agreement or otherwise (a “**Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then such Payment shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion of the Payment, up to and including the total Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Employee’s receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “**Reduction Method**”) that results in the greatest economic benefit for you. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “**Pro Rata Reduction Method**”).

(b) Notwithstanding any provision of paragraph (a) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata

Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(c) The Employer shall appoint a nationally recognized independent accounting firm to make the determinations required hereunder, which accounting firm shall not then be serving as accountant or auditor for the individual, entity or group that effected the Change in Control. The Employer shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(d) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Employer and the Employee within fifteen (15) calendar days after the date on which the Employee’s right to a Payment is triggered (if requested at that time by the Employer or the Employee) or such other time as agreed upon by the Employer and the Employee. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Employer and the Employee with an opinion reasonably acceptable to the Employee that no Excise Tax will be imposed with respect to such Payment. The Employer shall be entitled to rely upon the accounting firm’s determinations, which shall be final and binding on all persons.

(e) If, notwithstanding any reduction described in this Section 9, the IRS determines that Employee is liable for the Excise Tax as a result of the receipt of the payment of benefits as described above, then Employee shall be obligated to pay back to the Employer, within thirty (30) days after a final IRS determination or in the event that such Employee challenges the final IRS determination, a final judicial determination, a portion of the payment equal to the “Repayment Amount.” The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Employer so that Employee’s net after-tax proceeds with respect to any payment of benefits (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on such payment) shall be maximized. The Repayment Amount with respect to the payment of benefits shall be zero if a Repayment Amount of more than zero would not result in Employee’s net after-tax proceeds with respect to the payment of such benefits being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, Employee shall pay the Excise Tax.

(f) Notwithstanding any other provision of this Section 9, if (i) there is a reduction in the payment of benefits as described in this section, (ii) the IRS later determines that Employee is liable for the Excise Tax, the payment of which would result in the maximization of Employee’s net after-tax proceeds (calculated as if Employee’s benefits had not previously been reduced), and (iii) Employee pays the Excise Tax, then the Employer shall pay to Employee those benefits which were reduced pursuant to this section contemporaneously or as soon as

administratively possible after Employee pays the Excise Tax so that Employee's net after-tax proceeds with respect to the payment of benefits is maximized.

10. Best Efforts of Employee. Employee agrees that Employee will at all times faithfully, industriously and to the best of Employee's ability, experience and talents perform all the duties that may be required of Employee pursuant to the terms hereof, to the reasonable satisfaction of Employer, commensurate with Employee's position. Such duties shall be rendered at such place as Employer designates and Employee acknowledges that Employee may be required to travel as shall reasonably be required to promote the business of Employer. To the extent reasonably required by the duties assigned to Employee, Employee shall devote substantially all Employee's time, attention, knowledge and skills to the business and interest of Employer and Employer shall be entitled to all the benefits, profits and other issue arising from or incident to all work, service and advice of Employee; provided, however, that Employee shall be permitted to devote a reasonable amount of time to charitable, religious or service organizations. During the Term, Employee shall not be interested, directly or indirectly, in any manner as partner, manager, officer, director, shareholder, member, adviser, consultant, employee or in any other capacity in any other business; provided, that nothing herein contained shall be deemed to prevent or limit the right of Employee to beneficially own less than 5% of the stock of a corporation traded on a national securities exchange as long as such passive investment does not interfere with or conflict with the performance of services to be rendered hereunder.

11. Confidentiality and Covenant Not to Compete. The terms of the Confidentiality, Invention, and Non-Competition Agreement by and between the Employee and Employer dated October 1, 2003 (the "*Confidentiality Agreement*"), are hereby incorporated by reference and are a material part of this Agreement.

12. Indemnification. Employer will indemnify and hold harmless Employee from any cause of action resulting from the performance of Employee's duties under this Agreement to the fullest extent permitted by law.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of law principles thereof.

(b) This Agreement constitutes the entire Agreement between Employee and Employer with respect to the subject matter hereof, and supersedes in their entirety any and all prior oral or written agreements, understandings or arrangements between Employee and Employer or any of its affiliates relating to the terms of Employee's employment by Employer, and all such agreements, understandings and arrangements are hereby terminated and are of no force and effect. Employee hereby expressly disclaims any rights under any such agreements, understandings and arrangements. This Agreement may not be amended or terminated except by an agreement in writing signed by both parties.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(d) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered in person or by nationally recognized overnight courier service or deposited in the mail, postage prepaid, return receipt requested, addressed as follows:

To Employer:

SCYNEXIS, Inc.
3501-C Tricenter Boulevard
Durham, NC 27709
Attn: Human Resources

To Employee:

Chuck Osborne

At the then current address contained in Employee's personnel file

Notices given in person or by overnight courier service shall be deemed given when delivered in person or the day after delivery to the courier addressed to the address required by this Section 13(d), and notices given by mail shall be deemed given three days after deposit in the mail. Any party hereto may designate by written notice to the other party in accordance herewith any other address to which notices addressed to the other party shall be sent.

(e) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. It is understood and agreed that no failure or delay by Employer or Employee in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(f) This Agreement may not be assigned by Employee without the written consent of Employer. Any attempted assignment in contravention of this provision shall be null and void. This Agreement shall be binding on any successors or assigns of either party hereto.

(g) For purposes of this Agreement, employment of Employee by any affiliate of Employer shall be deemed to be employment by Employer hereunder, and a transfer of employment of Employee from one such affiliate to another shall not be deemed to be a termination of employment of Employee by Employer or a cessation of the Term, it being the intention of the parties hereto that employment of Employee by any affiliate of Employer shall be treated as employment by Employer and that the provisions of this Agreement shall continue to be fully applicable following any such transfer. Notwithstanding the above, the parties hereby confirm that a relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing, shall constitute a Good Reason as set forth in Section 7(e)(ii) herein.

(h) The respective rights and obligations of the parties hereunder shall survive any termination of the Term or Employee's employment with Employer to the extent necessary to preserve such rights and obligations for their stated durations.

(i) In the event that it shall become necessary for either party to retain the services of an attorney to enforce any terms under this Agreement, the prevailing party, in addition to all other rights and remedies hereunder or as provided by law, shall be entitled to reasonable attorneys' fees and costs of suit. Employer shall reimburse Employee for the reasonable fees and expenses of counsel, up to \$400, to Employee for the original negotiation of this Agreement.

(j) Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration panel, which shall consist of three members, may be entered in any court having jurisdiction. Any arbitration shall be held in Durham, North Carolina, unless otherwise agreed in writing by the parties. One arbitrator shall be selected by Employee, one arbitrator shall be selected by Employer, and the third arbitrator shall be selected by the two arbitrators selected by Employee and Employer.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Yves J. Ribeill
Name: Yves J. Ribeill, PhD
Title President and Chief Executive Officer

EMPLOYEE:

/s/ Chuck Osborne
Chuck Osborne

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("*Agreement*"), effective as of August 20, 2012 (the "*Effective Date*"), is by and between SCYNEXIS, Inc., a Delaware corporation ("*Employer*" or "*Company*") and Eileen C. Pruette ("*Employee*").

RECITALS:

WHEREAS, Employer considers the availability of Employee's services to be important to the management and conduct of Employer's business and desires to secure the continued availability of Employee's services; and

WHEREAS, Employee is willing to make her services available to Employer on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Employment. For the Term (as defined in Section 2), Employee shall be employed as General Counsel (the "*Position*") of Employer. Employee will be located at the Employer's principal executive offices in Durham, North Carolina. Employee hereby accepts and agrees to such employment, subject to the general supervision of the Board of Directors of Employer (the "*Board*"). Employee shall perform such duties and shall have such powers, authority and responsibilities as are customary for one holding the Position in a business similar to Employer and shall additionally render such other services and duties as may be reasonably assigned to Employee from time to time by the Board.

2. Term of Employment. This Agreement shall commence on the Effective Date and continue until terminated as provided in Section 5 or Section 6 (such period, the "*Term*"). Employee understands, acknowledges and agrees that this Agreement does not create an obligation for the Employer or any other person to continue Employee's employment and, subject to Employee's right to receive compensation and benefits as provided in Section 7, Employee will be an at-will employee and either the Employer or the Employee may terminate Employee's employment at any time, with or without Just Cause (as defined herein) subject to any notice provisions set forth in this Agreement.

3. Compensation.

(a) For all services rendered by Employee to Employer under this Agreement, Employer shall pay to Employee, during the Term, a base annual salary of not less than \$235,000 payable in arrears in accordance with the customary payroll practices of Employer. During the Term, Employee's annual base salary shall be reviewed and subject to increase in accordance with Employer's standard policies and procedures.

(b) Employee shall be eligible to earn an annual bonus during the term of up to thirty percent (30%) of Employee's annual base salary, or such higher amount as determined by the Board of Directors (or a compensation committee thereof). The eligibility for such bonus shall

be based upon the achievement of performance objectives mutually agreed upon by Employee and Employer and shall be payable in accordance with Employer's customary bonus payment schedule.

(c) All amounts payable hereunder shall be subject to such deductions and withholdings as shall be required by law, if any.

(d) Employee shall be entitled to holidays, sick leave and other time off and to participate in those life, health or other insurance plans and other employee pension and welfare benefit programs, plans, practices and benefits generally made available from time to time to all employees of Employer; provided that nothing herein shall obligate Employer to continue any of such benefits for Employee if discontinued for other employees. Without limiting the foregoing, Employee shall be entitled to paid vacation during each fiscal year of the Term of 20 days.

4. Reimbursement of Expenses. Employer shall pay or reimburse Employee for all reasonable travel and other expenses incurred by Employee in performing Employee's obligations under this Agreement and also for any dues and costs of appropriate professional organizations and continuing professional education, subject to such reasonable documentation and substantiation as Employer shall require. Such reimbursements shall be paid promptly, but in no event later than December 31 of the year following the year in which the expense was incurred.

5. Disability. To the extent permitted by law, the following provisions shall apply. Upon the "**disability**" of Employee, this Agreement may be terminated by action of the Board upon 30 days prior written notice (the "**Disability Notice**"), such termination to become effective only if such disability continues after the thirty (30) day period. If, prior to the effective time of the Disability Notice, Employee shall recover from such disability and return to the full-time active discharge of her duties, then the Disability Notice shall be of no further force and effect and Employee's employment shall continue as if the same had been uninterrupted. If Employee shall not so recover from her disability and return to her duties, then her services shall terminate at the effective time of the Disability Notice with the same force and effect as if that date had been the end of the Term originally provided for hereunder. Such termination shall not prejudice any benefits payable to Employee that are fully vested as of the date of such termination. Prior to the effective time of the Disability Notice, Employee shall continue to earn all compensation to which Employee would have been entitled as if he had not been disabled, such compensation to be paid at the time, in the amounts, and in the manner provided in Section 3(a). A "**disability**" of Employee shall be deemed to exist at all times that Employee is considered by the insurance company which has issued any policy of long-term disability insurance owned by Employer or for which premiums are paid by Employer (the "**Employer Policy**") to be totally disabled under the terms of such policy.

6. Termination.

(a) If Employee shall die during the Term, this Agreement and the employment relationship hereunder will automatically terminate on the date of death, which date shall be the last day of the Term; provided that such termination shall not prejudice any benefits payable to Employee or Employee's beneficiaries that are fully vested as of the date of death.

(b) Employer may terminate Employee's employment under this Agreement at any time with or without Just Cause. Any termination without Just Cause shall be effective only upon thirty (30) days prior written notice to Employee. Any termination with Just Cause shall be effective immediately or at such other time set by the Board. "**Just Cause**" shall mean: (i) Employee's willful and material breach of this Agreement and Employee's continued failure to cure such breach to the reasonable satisfaction of the Board within thirty (30) days following written notice of such breach to Employee from the Board; (ii) Employee's conviction of, or entry of a plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude; (iii) Employee's willful commission of an act of fraud, breach of trust, or dishonesty including, without limitation, embezzlement, that results in material damage or harm to the business, financial condition or assets of Employer; (iv) Employee's intentional damage or destruction of substantial property of Employer; or (v) Employee's breach of the terms of the Confidentiality Agreement (as defined below). Just Cause shall be determined by the Board in its reasonable discretion and the particulars of any determination shall be provided to Employee in writing. At any time within ninety (90) days of receipt by Employee in writing of such determination, Employee may object to such determination in writing and submit the determination to arbitration in accordance with Section 13(j). If such determination is overturned in arbitration, Employee will be treated as having been terminated without Just Cause and shall be entitled to the benefits of Section 7(c).

(c) Employee may voluntarily terminate her employment with Employer on thirty (30) days prior written notice to Employer.

7. Payments Upon Termination; Effects on Equity.

(a) Upon any termination pursuant to Section 6, Employee shall be entitled to receive a lump sum equal to any base salary, bonus and other compensation earned and due but not yet paid through the effective date of termination (collectively "**Accrued Compensation**"), provided however, that Employee shall not earn any additional variable compensation or bonus during the Severance Period or the Change in Control Severance Period. If Employee is entitled to a bonus at the time of termination but the amount of such bonus will not be calculated until a date that is after the termination date of Employee's employment with the Employer, then Employer shall be obligated to pay the full amount of such bonus to Employee within thirty (30) days of the date of determination of such bonus.

(b) Just Cause Termination - If Employer, or any successor following a Change in Control or otherwise, terminates Employee's employment for Just Cause, Employee shall forfeit any unexercised vested stock options at the date of termination. If Employee terminates her employment or if Employer (or its successor following a Change in Control) terminates Employee's employment without Just Cause, Employee shall have ninety (90) days from the date of termination to exercise any vested options.

(c) Termination by other than for Just Cause; for Good Reason by Employee - In addition to the amounts payable under Section 7(a) above, at any time other than the twelve (12) month period after the consummation of a Change in Control, if Employee's employment hereunder is terminated by (i) Employer other than for Just Cause, or (ii) Employee for Good Reason, and provided in either event that Employee executes a general Release and Settlement

Agreement in the Company's then current form (the "**Release**") within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following:

(i) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for a period of six (6) months commencing with the first payroll period following the termination (the "**Severance Period**"); provided that on the first regular payroll pay day following the effective date of the Release, the Employer will pay Employee the severance payments that Employee would otherwise have received under this Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of such severance payments being paid as originally scheduled;

(ii) the vesting of the Employee's unvested stock options and any restricted stock awards shall be accelerated such that, effective as of the date of the Employee's termination of employment, the Employee shall receive immediate accelerated vesting of such equity awards with respect to that same number of shares which would have vested if the Employee had continued in employment during the Severance Period, in accordance with the original vesting schedule of such equity awards;

(iii) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the Employer will continue to pay for the same percentage of Employee's, and Employee's qualified beneficiaries', COBRA premiums for continued medical, dental and vision group health coverage as the percentage of medical, dental and vision insurance premiums it paid for the Employee, and Employee's beneficiaries, during the Employee's employment (the "**COBRA Premium Payments**"). Such COBRA Premium Payments shall commence on the first day of the Severance Period and continue until the earlier of (i) the last day of the Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. The Employee is required to notify the Employer immediately if the Employee and/or qualified beneficiary becomes covered by a group health plan of a subsequent employer or entitled to Medicare. Upon the conclusion of such period of COBRA Premium Payments made by the Employer, the Employee will be responsible for the entire payment of premiums required under COBRA for the duration of the COBRA coverage period. For purposes of this Section 7(c)(iii), references to COBRA shall be deemed to refer also to analogous provisions of state law and any applicable COBRA Premium Payments that are paid by the Employer shall not include any amounts payable by the Employee under an Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the sole responsibility of the Employee. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(d) Termination following Change in Control - If, within twelve (12) months after the consummation of a Change in Control (as such term is defined in Section 7(e)(i)), Employer terminates Employee's employment without Just Cause or Employee terminates his employment with Employer Agreement as a result of a Good Reason (as such term is defined in Section 7(e)(ii)); and, in either event, if Employee executes a Release within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following in lieu of any severance compensation or benefits set forth in Section 7(c):

(i) all Accrued Compensation (as defined in Section 7(a) herein);

(ii) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for twelve (12) months commencing with the first payroll period following the effectiveness of the Release (the "**Change in Control Severance Period**");

(iii) all stock option grants and any restricted stock grants then held by Employee shall be subject to accelerated vesting such that all unvested shares shall be accelerated and deemed fully vested as of Employee's last day of employment; and

(iv) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the COBRA Premium Payment benefits provided for in Section 7(c)(iii) shall commence on the first day of the Change in Control Severance Period and continue until the earlier of (i) the last day of the Change in Control Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(e) For purposes hereof:

(i) A "**Change in Control**" shall be deemed to have occurred if, at any time:

(A) Employer shall be a party to any merger, consolidation or other similar transaction that results in the shareholders of Employer immediately before the merger, consolidation or other similar transaction owning less than 50% of the equity, or possessing less than 50% of the voting control, of Employer or the successor entity in the merger, consolidation or other similar transaction;

(B) Employer shall liquidate, dissolve or sell or otherwise dispose of all or substantially all of its assets; or

(C) the shareholders of Employer sell or otherwise dispose of Employer's capital stock in a single transaction or series of related transactions such that the shareholders immediately before such transaction or related transactions own less than 50% of the equity, and possess less than 50% of the voting power of Employer.

Provided, however, that an initial public offering or subsequent public offering of Employer's common stock shall not constitute a Change in Control.

(ii) "**Good Reason**" shall mean the occurrence of any of the following events without Employee's express written consent:

(A) Assignment to, or withdrawal from, Employee of any duties or responsibilities that results in a material diminution in such Employee's authority, duties or responsibilities as in effect immediately prior to such change;

(B) A material diminution in the authority, duties or responsibilities of the supervisor to whom Employee is required to report, including (if applicable) a requirement that Employee report to a corporate officer or employee instead of reporting directly to the Board of Directors;

(C) A material reduction by Employer of Employee's annual base salary;

(D) A relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing; or

(E) A material breach by Employer of any provision of this Agreement or any other enforceable written agreement between Employee and Employer;

Provided, however, that, any termination of employment by the Employee shall only be deemed for Good Reason pursuant to the foregoing definition if: (i) the Employee gives the Employer written notice of the intent to terminate for Good Reason within ninety (90) days following the first occurrence of the condition(s) that the Employee believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Employer fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the "**Cure Period**"); and (iii) the Employee terminates her employment within twelve (12) months following the end of the Cure Period.

(f) Except as otherwise provided in this Section 7, upon termination of this Agreement for any reason, Employee shall not be entitled to any form of severance benefits, or any other payment whatsoever. Employee agrees that the payments and benefits provided hereunder, subject to the terms and conditions hereof shall be in full satisfaction of any rights which he might otherwise have or claim by operation of law, by implied contract or otherwise, except for rights which he may have under any employee benefit plan of Employer.

8. Application of Section 409A. Benefits payable under the Agreement, to the extent of payments made from the date of termination of the Employee through March 15th of the calendar year following such termination, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus payable pursuant to the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations; to the extent such payments are made following said March 15th, they are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations made upon an involuntary termination from service and payable pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations, to the maximum extent permitted by said provision, with any excess amount being regarded as subject to the distribution requirements of Section 409A(a)(2)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), including, without limitation, the requirement of Section 409A(a)(2)(B)(i) of the Code that payment to the Employee be delayed until 6 months after separation from service if the Employee is a “specified employee” within the meaning of the aforesaid section of the Code at the time of such separation from service.

9. Parachute Payments.

(a) Anything in this Agreement to the contrary notwithstanding, if any payment or benefit the Employee would receive from the Employer pursuant to this Agreement or otherwise (a “*Payment*”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “*Excise Tax*”), then such Payment shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion of the Payment, up to and including the total Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Employee’s receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “*Reduction Method*”) that results in the greatest economic benefit for Employee. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “*Pro Rata Reduction Method*”).

(b) Notwithstanding any provision of paragraph (a) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A of the Code shall be reduced (or eliminated)

before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(c) The Employer shall appoint a nationally recognized independent accounting firm to make the determinations required hereunder, which accounting firm shall not then be serving as accountant or auditor for the individual, entity or group that effected the Change in Control. The Employer shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(d) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Employer and the Employee within fifteen (15) calendar days after the date on which the Employee's right to a Payment is triggered (if requested at that time by the Employer or the Employee) or such other time as agreed upon by the Employer and the Employee. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Employer and the Employee with an opinion reasonably acceptable to the Employee that no Excise Tax will be imposed with respect to such Payment. The Employer shall be entitled to rely upon the accounting firm's determinations, which shall be final and binding on all persons.

(e) If, notwithstanding any reduction described in this Section 9, the IRS determines that Employee is liable for the Excise Tax as a result of the receipt of the payment of benefits as described above, then Employee shall be obligated to pay back to the Employer, within thirty (30) days after a final IRS determination or in the event that such Employee challenges the final IRS determination, a final judicial determination, a portion of the payment equal to the "Repayment Amount." The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Employer so that Employee's net after-tax proceeds with respect to any payment of benefits (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on such payment) shall be maximized. The Repayment Amount with respect to the payment of benefits shall be zero if a Repayment Amount of more than zero would not result in Employee's net after-tax proceeds with respect to the payment of such benefits being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, Employee shall pay the Excise Tax.

(f) Notwithstanding any other provision of this Section 9, if (i) there is a reduction in the payment of benefits as described in this section, (ii) the IRS later determines that Employee is liable for the Excise Tax, the payment of which would result in the maximization of Employee's net after-tax proceeds (calculated as if Employee's benefits had not previously been reduced), and (iii) Employee pays the Excise Tax, then the Employer shall pay to Employee those benefits which were reduced pursuant to this section contemporaneously or as soon as administratively possible after Employee pays the Excise Tax so that Employee's net after-tax proceeds with respect to the payment of benefits is maximized.

10. Best Efforts of Employee. Employee agrees that Employee will at all times faithfully, industriously and to the best of Employee's ability, experience and talents perform all the duties that may be required of Employee pursuant to the terms hereof, to the reasonable satisfaction of Employer, commensurate with Employee's position. Such duties shall be rendered at such place

as Employer designates and Employee acknowledges that Employee may be required to travel as shall reasonably be required to promote the business of Employer. To the extent reasonably required by the duties assigned to Employee, Employee shall devote substantially all Employee's time, attention, knowledge and skills to the business and interest of Employer and Employer shall be entitled to all the benefits, profits and other issue arising from or incident to all work, service and advice of Employee; provided, however, that Employee shall be permitted to devote a reasonable amount of time to charitable, religious or service organizations. During the Term, Employee shall not be interested, directly or indirectly, in any manner as partner, manager, officer, director, shareholder, member, adviser, consultant, employee or in any other capacity in any other business; provided, that nothing herein contained shall be deemed to prevent or limit the right of Employee to beneficially own less than 5% of the stock of a corporation traded on a national securities exchange as long as such passive investment does not interfere with or conflict with the performance of services to be rendered hereunder.

11. Confidentiality and Covenant Not to Compete. The terms of the Confidentiality, Invention, and Non-Competition Agreement by and between the Employee and Employer dated July 23, 2012 (the "*Confidentiality Agreement*"), are hereby incorporated by reference and are a material part of this Agreement.

12. Indemnification. Employer will indemnify and hold harmless Employee from any cause of action resulting from the performance of Employee's duties under this Agreement to the fullest extent permitted by law.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of law principles thereof.

(b) This Agreement constitutes the entire Agreement between Employee and Employer with respect to the subject matter hereof, and supersedes in their entirety any and all prior oral or written agreements, understandings or arrangements between Employee and Employer or any of its affiliates relating to the terms of Employee's employment by Employer, and all such agreements, understandings and arrangements are hereby terminated and are of no force and effect. Employee hereby expressly disclaims any rights under any such agreements, understandings and arrangements. This Agreement may not be amended or terminated except by an agreement in writing signed by both parties.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed and original and all of which, taken together, shall constitute one and the same instrument.

(d) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered in person or by nationally recognized overnight courier service or deposited in the mail, postage prepaid, return receipt requested, addressed as follows:

To Employer:

SCYNEXIS, Inc.
3501-C Tricenter Boulevard
Durham, NC 27709

Attn: Executive Director of Human Resources

To Employee:

Eileen C. Pruette

At the then current address contained in Employee's personnel file

Notices given in person or by overnight courier service shall be deemed given when delivered in person or the day after delivery to the courier addressed to the address required by this Section 13(d), and notices given by mail shall be deemed given three days after deposit in the mail. Any party hereto may designate by written notice to the other party in accordance herewith any other address to which notices addressed to the other party shall be sent.

(e) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. It is understood and agreed that no failure or delay by Employer or Employee in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(f) This Agreement may not be assigned by Employee without the written consent of Employer. Any attempted assignment in contravention of this provision shall be null and void. This Agreement shall be binding on any successors or assigns of either party hereto.

(g) For purposes of this Agreement, employment of Employee by any affiliate of Employer shall be deemed to be employment by Employer hereunder, and a transfer of employment of Employee from one such affiliate to another shall not be deemed to be a termination of employment of Employee by Employer or a cessation of the Term, it being the intention of the parties hereto that employment of Employee by any affiliate of Employer shall be treated as employment by Employer and that the provisions of this Agreement shall continue to be fully applicable following any such transfer. Notwithstanding the above, the parties hereby confirm that a relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing, shall constitute a Good Reason as set forth in Section 7(e)(ii) herein.

(h) The respective rights and obligations of the parties hereunder shall survive any termination of the Term or Employee's employment with Employer to the extent necessary to preserve such rights and obligations for their stated durations.

(i) In the event that it shall become necessary for either party to retain the services of an attorney to enforce any terms under this Agreement, the prevailing party, in addition to all other rights and remedies hereunder or as provided by law, shall be entitled to reasonable attorneys' fees and costs of suit. Employer shall reimburse Employee for the reasonable fees and expenses of counsel, up to \$400, to Employee for the original negotiation of this Agreement.

(j) Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration panel, which shall consist of three members, may be entered in any court having jurisdiction. Any arbitration shall be held in Durham, North Carolina, unless otherwise agreed in writing by the parties. One arbitrator shall be selected by Employee, one arbitrator shall be selected by Employer, and the third arbitrator shall be selected by the two arbitrators selected by Employee and Employer.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Yves J. Ribeill, PhD

Name: Yves J. Ribeill, PhD

Title President and Chief Executive Officer

EMPLOYEE:

/s/ Eileen C. Pruette

Eileen C. Pruette

EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“*Agreement*”), effective as of December 7, 2012 (the “*Effective Date*”), supercedes and replaces the Amended and Restated Employment Agreement dated January 15, 2008 (the “*Prior Agreement*”) by and between **SCYNEXIS, Inc.**, a Delaware corporation (“*Employer*” or “*Company*”) and Dr. Yves J. Ribeill (“*Employee*”). Once this Agreement is in effect, the Prior Agreement shall have no further force or effect.

RECITALS:

WHEREAS, Employer considers the availability of Employee’s services to be important to the management and conduct of Employer’s business and desires to secure the continued availability of Employee’s services; and

WHEREAS, Employee is willing to make his services available to Employer on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Employment. For the Term (as defined in Section 2), Employee shall be employed as Chief Executive Officer (the “*Position*”) of Employer. Employee will be located at the Employer’s principal executive offices in Durham, North Carolina. Employee hereby accepts and agrees to such employment, subject to the general supervision of the Board of Directors of Employer (the “*Board*”). Employee shall perform such duties and shall have such powers, authority and responsibilities as are customary for one holding the Position in a business similar to Employer and shall additionally render such other services and duties as may be reasonably assigned to Employee from time to time by the Board.

2. Term of Employment. This Agreement shall commence on the Effective Date and continue until terminated as provided in Section 5 or Section 6 (such period, the “*Term*”). Employee understands, acknowledges and agrees that this Agreement does not create an obligation for the Employer or any other person to continue Employee’s employment and, subject to Employee’s right to receive compensation and benefits as provided in Section 7, Employee will be an at-will employee and either the Employer or the Employee may terminate Employee’s employment at any time, with or without Just Cause (as defined herein) subject to any notice provisions set forth in this Agreement.

3. Compensation.

(a) For all services rendered by Employee to Employer under this Agreement, Employer shall pay to Employee, during the Term, a base annual salary of not less than \$250,108.00 payable in arrears in accordance with the customary payroll practices of Employer. During the Term, Employee’s annual base salary shall be reviewed and subject to increase in accordance with Employer’s standard policies and procedures.

(b) Employee shall be eligible to earn an annual bonus during the term of up to 50% of Employee's annual base salary, or such higher amount as determined by the Board of Directors (or a compensation committee thereof). The eligibility for such bonus shall be based upon the achievement of performance objectives mutually agreed upon by Employee and Employer and shall be payable in accordance with Employer's customary bonus payment schedule.

(c) All amounts payable hereunder shall be subject to such deductions and withholdings as shall be required by law, if any.

(d) Employee shall be entitled to holidays, sick leave and other time off and to participate in those life, health or other insurance plans and other employee pension and welfare benefit programs, plans, practices and benefits generally made available from time to time to all employees of Employer; provided that nothing herein shall obligate Employer to continue any of such benefits for Employee if discontinued for other employees. Without limiting the foregoing, Employee shall be entitled to paid vacation during each fiscal year of the Term of 20 days, or such additional time as Employer may determine from time to time.

4. Reimbursement of Expenses. Employer shall pay or reimburse Employee for all reasonable travel and other expenses incurred by Employee in performing Employee's obligations under this Agreement and also for any dues and costs of appropriate professional organizations and continuing professional education, subject to such reasonable documentation and substantiation as Employer shall require. Such reimbursements shall be paid promptly, but in no event later than December 31 of the year following the year in which the expense was incurred.

5. Disability. To the extent permitted by law, the following provisions shall apply. Upon the "**disability**" of Employee, this Agreement may be terminated by action of the Board upon 30 days prior written notice (the "**Disability Notice**"), such termination to become effective only if such disability continues after the thirty (30) day period. If, prior to the effective time of the Disability Notice, Employee shall recover from such disability and return to the full-time active discharge of his duties, then the Disability Notice shall be of no further force and effect and Employee's employment shall continue as if the same had been uninterrupted. If Employee shall not so recover from his disability and return to his duties, then his services shall terminate at the effective time of the Disability Notice with the same force and effect as if that date had been the end of the Term originally provided for hereunder. Such termination shall not prejudice any benefits payable to Employee that are fully vested as of the date of such termination. Prior to the effective time of the Disability Notice, Employee shall continue to earn all compensation to which Employee would have been entitled as if he had not been disabled, such compensation to be paid at the time, in the amounts, and in the manner provided in Section 3(a). A "**disability**" of Employee shall be deemed to exist at all times that Employee is considered by the insurance company which has issued any policy of long-term disability insurance owned by Employer or for which premiums are paid by Employer (the "**Employer Policy**") to be totally disabled under the terms of such policy.

6. Termination.

(a) If Employee shall die during the Term, this Agreement and the employment relationship hereunder will automatically terminate on the date of death, which date shall be the last day of the Term; provided that such termination shall not prejudice any benefits payable to Employee or Employee's beneficiaries that are fully vested as of the date of death.

(b) Employer may terminate Employee's employment under this Agreement at any time with or without Just Cause. Any termination without Just Cause shall be effective only upon thirty (30) days prior written notice to Employee. Any termination with Just Cause shall be effective immediately or at such other time set by the Board. "**Just Cause**" shall mean: (i) Employee's willful and material breach of this Agreement and Employee's continued failure to cure such breach to the reasonable satisfaction of the Board within thirty (30) days following written notice of such breach to Employee from the Board; (ii) Employee's conviction of, or entry of a plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude; (iii) Employee's willful commission of an act of fraud, breach of trust, or dishonesty including, without limitation, embezzlement, that results in material damage or harm to the business, financial condition or assets of Employer; (iv) Employee's intentional damage or destruction of substantial property of Employer; or (v) Employee's breach of the terms of the Confidentiality Agreement (as defined below). Just Cause shall be determined by the Board in its reasonable discretion and the particulars of any determination shall be provided to Employee in writing. At any time within ninety (90) days of receipt by Employee in writing of such determination, Employee may object to such determination in writing and submit the determination to arbitration in accordance with Section 13(j). If such determination is overturned in arbitration, Employee will be treated as having been terminated without Just Cause and shall be entitled to the benefits of Section 7(c).

(c) Employee may voluntarily terminate his employment with Employer on thirty (30) days prior written notice to Employer.

7. Payments Upon Termination; Effects on Equity.

(a) Upon any termination pursuant to Section 6, Employee shall be entitled to receive a lump sum equal to any base salary, bonus and other compensation earned and due but not yet paid through the effective date of termination (collectively "**Accrued Compensation**"), provided however, that Employee shall not earn any additional variable compensation or bonus during the Severance Period or the Change in Control Severance Period. If Employee is entitled to a bonus at the time of termination but the amount of such bonus will not be calculated until a date that is after the termination date of Employee's employment with the Employer, then Employer shall be obligated to pay the full amount of such bonus to Employee within thirty (30) days of the date of determination of such bonus.

(b) **Just Cause Termination** - If Employer, or any successor following a Change in Control or otherwise, terminates Employee's employment for Just Cause, Employee shall forfeit any unexercised vested stock options at the date of termination. If Employee terminates his employment or if Employer (or its successor following a Change in Control) terminates

Employee's employment without Just Cause, Employee shall have ninety (90) days from the date of termination to exercise any vested options.

(c) Termination by other than for Just Cause; for Good Reason by Employee – In addition to the amounts payable under Section 7(a) above, at any time other than the twelve (12) month period after the consummation of a Change in Control, if Employee's employment hereunder is terminated by (i) Employer other than for Just Cause, or (ii) Employee for Good Reason, and provided in either event that Employee executes a general Release and Settlement Agreement in the Company's then current form (the "**Release**") within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following:

(i) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for a period of 12 months commencing with the first payroll period following the termination (the "**Severance Period**"); provided that on the first regular payroll pay day following the effective date of the Release, the Employer will pay Employee the severance payments that Employee would otherwise have received under this Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of such severance payments being paid as originally scheduled;

(ii) the vesting of the Employee's unvested stock options and any restricted stock awards shall be accelerated such that, effective as of the date of the Employee's termination of employment, the Employee shall receive immediate accelerated vesting of such equity awards with respect to that same number of shares which would have vested if the Employee had continued in employment during the Severance Period, in accordance with the original vesting schedule of such equity awards;

(iii) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the Employer will continue to pay for the same percentage of Employee's, and Employee's qualified beneficiaries', COBRA premiums for continued medical, dental and vision group health coverage as the percentage of medical, dental and vision insurance premiums it paid for the Employee, and Employee's beneficiaries, during the Employee's employment (the "**COBRA Premium Payments**"). Such COBRA Premium Payments shall commence on the first day of the Severance Period and continue until the earlier of (i) the last day of the Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. The Employee is required to notify the Employer immediately if the Employee and/or qualified beneficiary becomes covered by a group health plan of a subsequent employer or entitled to Medicare. Upon the conclusion of such period of COBRA Premium Payments made by the Employer, the Employee will be responsible for the entire payment of premiums required under COBRA for the duration of the COBRA coverage period. For purposes of this Section 7(c)(iii), references to COBRA shall be deemed to refer also to analogous provisions of state law and any applicable COBRA Premium Payments that are paid by the Employer shall not include any amounts payable by the Employee under an

Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the sole responsibility of the Employee. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(d) Termination following Change in Control - If, within twelve (12) months after the consummation of a Change in Control (as such term is defined in Section 7(e)(i)), Employer terminates Employee's employment without Just Cause or Employee terminates his employment with Employer Agreement as a result of a Good Reason (as such term is defined in Section 7(e)(ii)); and, in either event, if Employee executes a Release within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following in lieu of any severance compensation or benefits set forth in Section 7(c):

(i) all Accrued Compensation (as defined in Section 7(a) herein);

(ii) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for 24 months commencing with the first payroll period following the effectiveness of the Release (the "**Change in Control Severance Period**");

(iii) all stock option grants and any restricted stock grants then held by Employee shall be subject to accelerated vesting such that all unvested shares shall be accelerated and deemed fully vested as of Employee's last day of employment; and

(iv) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the COBRA Premium Payment benefits provided for in Section 7(c)(iii) shall commence on the first day of the Change in Control Severance Period and continue until the earlier of (i) the last day of the Change in Control Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(e) For purposes hereof:

(i) A "**Change in Control**" shall be deemed to have occurred if, at any time:

(A) Employer shall be a party to any merger, consolidation or other similar transaction that results in the shareholders of Employer immediately before the merger, consolidation or other similar transaction owning less than 50% of the equity, or possessing less than 50% of the voting control, of Employer or the successor entity in the merger, consolidation or other similar transaction;

(B) Employer shall liquidate, dissolve or sell or otherwise dispose of all or substantially all of its assets; or

(C) the shareholders of Employer sell or otherwise dispose of Employer's capital stock in a single transaction or series of related transactions such that the shareholders immediately before such transaction or related transactions own less than 50% of the equity, and possess less than 50% of the voting power of Employer.

Provided, however, that an initial public offering or subsequent public offering of Employer's common stock shall not constitute a Change in Control.

(ii) "**Good Reason**" shall mean the occurrence of any of the following events without Employee's express written consent:

(A) Assignment to, or withdrawal from, Employee of any duties or responsibilities that results in a material diminution in such Employee's authority, duties or responsibilities as in effect immediately prior to such change;

(B) A material diminution in the authority, duties or responsibilities of the supervisor to whom Employee is required to report, including (if applicable) a requirement that Employee report to a corporate officer or employee instead of reporting directly to the Board of Directors;

(C) A material reduction by Employer of Employee's annual base salary;

(D) A relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing; or

(E) A material breach by Employer of any provision of this Agreement or any other enforceable written agreement between Employee and Employer;

Provided, however, that, any termination of employment by the Employer shall only be deemed for Good Reason pursuant to the foregoing definition if: (i) the Employee gives the Employer written notice of the intent to terminate for Good Reason within ninety (90) days following the first occurrence of the condition(s) that the Employee believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Employer fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the "**Cure Period**"); and (iii) the Employee terminates his employment within twelve (12) months following the end of the Cure Period.

(f) Except as otherwise provided in this Section 7, upon termination of this Agreement for any reason, Employee shall not be entitled to any form of severance benefits, or any other payment whatsoever. Employee agrees that the payments and benefits provided hereunder, subject to the terms and conditions hereof shall be in full satisfaction of any rights which he might otherwise have or claim by operation of law, by implied contract or otherwise, except for rights which he may have under any employee benefit plan of Employer.

8. Application of Section 409A. Benefits payable under the Agreement, to the extent of payments made from the date of termination of the Employee through March 15th of the calendar year following such termination, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus payable pursuant to the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations; to the extent such payments are made following said March 15th, they are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations made upon an involuntary termination from service and payable pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations, to the maximum extent permitted by said provision, with any excess amount being regarded as subject to the distribution requirements of Section 409A(a)(2)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), including, without limitation, the requirement of Section 409A(a)(2)(B)(i) of the Code that payment to the Employee be delayed until 6 months after separation from service if the Employee is a “specified employee” within the meaning of the aforesaid section of the Code at the time of such separation from service.

9. Parachute Payments.

(a) Anything in this Agreement to the contrary notwithstanding, if any payment or benefit the Employee would receive from the Employer pursuant to this Agreement or otherwise (a “**Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then such Payment shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion of the Payment, up to and including the total Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Employee’s receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “**Reduction Method**”) that results in the greatest economic benefit for you. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “**Pro Rata Reduction Method**”).

(b) Notwithstanding any provision of paragraph (a) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata

Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(c) The Employer shall appoint a nationally recognized independent accounting firm to make the determinations required hereunder, which accounting firm shall not then be serving as accountant or auditor for the individual, entity or group that effected the Change in Control. The Employer shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(d) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Employer and the Employee within fifteen (15) calendar days after the date on which the Employee’s right to a Payment is triggered (if requested at that time by the Employer or the Employee) or such other time as agreed upon by the Employer and the Employee. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Employer and the Employee with an opinion reasonably acceptable to the Employee that no Excise Tax will be imposed with respect to such Payment. The Employer shall be entitled to rely upon the accounting firm’s determinations, which shall be final and binding on all persons.

(e) If, notwithstanding any reduction described in this Section 9, the IRS determines that Employee is liable for the Excise Tax as a result of the receipt of the payment of benefits as described above, then Employee shall be obligated to pay back to the Employer, within thirty (30) days after a final IRS determination or in the event that such Employee challenges the final IRS determination, a final judicial determination, a portion of the payment equal to the “Repayment Amount.” The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Employer so that Employee’s net after-tax proceeds with respect to any payment of benefits (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on such payment) shall be maximized. The Repayment Amount with respect to the payment of benefits shall be zero if a Repayment Amount of more than zero would not result in Employee’s net after-tax proceeds with respect to the payment of such benefits being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, Employee shall pay the Excise Tax.

(f) Notwithstanding any other provision of this Section 9, if (i) there is a reduction in the payment of benefits as described in this section, (ii) the IRS later determines that Employee is liable for the Excise Tax, the payment of which would result in the maximization of Employee’s net after-tax proceeds (calculated as if Employee’s benefits had not previously been reduced), and (iii) Employee pays the Excise Tax, then the Employer shall pay to Employee those benefits which were reduced pursuant to this section contemporaneously or as soon as

administratively possible after Employee pays the Excise Tax so that Employee's net after-tax proceeds with respect to the payment of benefits is maximized.

10. Best Efforts of Employee. Employee agrees that Employee will at all times faithfully, industriously and to the best of Employee's ability, experience and talents perform all the duties that may be required of Employee pursuant to the terms hereof, to the reasonable satisfaction of Employer, commensurate with Employee's position. Such duties shall be rendered at such place as Employer designates and Employee acknowledges that Employee may be required to travel as shall reasonably be required to promote the business of Employer. To the extent reasonably required by the duties assigned to Employee, Employee shall devote substantially all Employee's time, attention, knowledge and skills to the business and interest of Employer and Employer shall be entitled to all the benefits, profits and other issue arising from or incident to all work, service and advice of Employee; provided, however, that Employee shall be permitted to devote a reasonable amount of time to charitable, religious or service organizations. During the Term, Employee shall not be interested, directly or indirectly, in any manner as partner, manager, officer, director, shareholder, member, adviser, consultant, employee or in any other capacity in any other business; provided, that nothing herein contained shall be deemed to prevent or limit the right of Employee to beneficially own less than 5% of the stock of a corporation traded on a national securities exchange as long as such passive investment does not interfere with or conflict with the performance of services to be rendered hereunder.

11. Confidentiality and Covenant Not to Compete. The terms of the Confidentiality, Invention, and Non-Competition Agreement by and between the Employee and Employer dated July 1, 2000 (the "**Confidentiality Agreement**"), are hereby incorporated by reference and are a material part of this Agreement.

12. Indemnification. Employer will indemnify and hold harmless Employee from any cause of action resulting from the performance of Employee's duties under this Agreement to the fullest extent permitted by law.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of law principles thereof.

(b) This Agreement constitutes the entire Agreement between Employee and Employer with respect to the subject matter hereof, and supersedes in their entirety any and all prior oral or written agreements, understandings or arrangements between Employee and Employer or any of its affiliates relating to the terms of Employee's employment by Employer, and all such agreements, understandings and arrangements are hereby terminated and are of no force and effect. Employee hereby expressly disclaims any rights under any such agreements, understandings and arrangements. This Agreement may not be amended or terminated except by an agreement in writing signed by both parties.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(d) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered in person or by nationally recognized overnight courier service or deposited in the mail, postage prepaid, return receipt requested, addressed as follows:

To Employer:

SCYNEXIS, Inc.
3501-C Tricenter Boulevard
Durham, NC 27709
Attn: Human Resources

To Employee:

Dr. Yves J. Ribeill

At the then current address contained in Employee's personnel file

Notices given in person or by overnight courier service shall be deemed given when delivered in person or the day after delivery to the courier addressed to the address required by this Section 13(d), and notices given by mail shall be deemed given three days after deposit in the mail. Any party hereto may designate by written notice to the other party in accordance herewith any other address to which notices addressed to the other party shall be sent.

(e) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. It is understood and agreed that no failure or delay by Employer or Employee in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(f) This Agreement may not be assigned by Employee without the written consent of Employer. Any attempted assignment in contravention of this provision shall be null and void. This Agreement shall be binding on any successors or assigns of either party hereto.

(g) For purposes of this Agreement, employment of Employee by any affiliate of Employer shall be deemed to be employment by Employer hereunder, and a transfer of employment of Employee from one such affiliate to another shall not be deemed to be a termination of employment of Employee by Employer or a cessation of the Term, it being the intention of the parties hereto that employment of Employee by any affiliate of Employer shall be treated as employment by Employer and that the provisions of this Agreement shall continue to be fully applicable following any such transfer. Notwithstanding the above, the parties hereby confirm that a relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing, shall constitute a Good Reason as set forth in Section 7(e)(ii) herein.

(h) The respective rights and obligations of the parties hereunder shall survive any termination of the Term or Employee's employment with Employer to the extent necessary to preserve such rights and obligations for their stated durations.

(i) In the event that it shall become necessary for either party to retain the services of an attorney to enforce any terms under this Agreement, the prevailing party, in addition to all other rights and remedies hereunder or as provided by law, shall be entitled to reasonable attorneys' fees and costs of suit. Employer shall reimburse Employee for the reasonable fees and expenses of counsel, up to \$400, to Employee for the original negotiation of this Agreement.

(j) Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration panel, which shall consist of three members, may be entered in any court having jurisdiction. Any arbitration shall be held in Durham, North Carolina, unless otherwise agreed in writing by the parties. One arbitrator shall be selected by Employee, one arbitrator shall be selected by Employer, and the third arbitrator shall be selected by the two arbitrators selected by Employee and Employer.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Chuck Osborne

Name: Chuck Osborne

Title Chief Financial Officer

EMPLOYEE:

/s/ Dr. Yves J. Ribeill

Dr. Yves J. Ribeill

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

DEVELOPMENT, LICENSE
AND SUPPLY AGREEMENT

СОГЛАШЕНИЕ О РАЗРАБОТКЕ,
ЛИЦЕНЗИРОВАНИИ И ПОСТАВКАХ

BETWEEN

МЕЖДУ

R-PHARM, CJSC

ЗАО «Р-ФАРМ»

AND

И

SCYNEXIS, INC.

«САЙНЕКСИС, ИНК.»

DATED AS OF

ОТ

August 1st, 2013

01 Августа 2013 г.

**DEVELOPMENT, LICENSE
AND SUPPLY AGREEMENT**

**СОГЛАШЕНИЕ О РАЗРАБОТКЕ,
ЛИЦЕНЗИРОВАНИИ И ПОСТАВКАХ**

THIS DEVELOPMENT, LICENSE AND SUPPLY AGREEMENT (this "Agreement"), dated as of August 1st, 2013, is entered into by and between R-Pharm, CJSC, a corporation organized and existing under the laws of the Russian Federation, having offices located at 12 Bld. 1, Nagorny Proezd, Moscow, Russian Federation ("R-Pharm"), and Scynexis, Inc., a corporation organized and existing under the laws of the State of Delaware, having offices located at 3501C Tricenter Boulevard, Durham North Carolina, USA 27713 ("Scynexis").

НАСТОЯЩЕЕ СОГЛАШЕНИЕ О РАЗРАБОТКЕ, ЛИЦЕНЗИРОВАНИИ И ПОСТАВКАХ (настоящее «Соглашение») от 1 августа 2013 г. заключено следующими лицами и между ними: ЗАО «Р-Фарм», корпорацией, организованной и существующей по законам Российской Федерации, с офисами, расположенными по адресу: Российская Федерация, Москва, Нагорный проезд 12, стр.1 («Р-Фарм»), и «Сайнексис, Инк.», корпорацией, организованной и существующей по законам Штата Делавэр, с офисами, расположенными по адресу: 3501С Трисентер Бульвар, Дурхам, Северная Каролина, США 27713 («Сайнексис»).

PRELIMINARY STATEMENTS

- A. Scynexis owns, and/or has exclusive rights to, the Patents and Scynexis Know-how in existence as of the Effective Date relating to the Compound.
- B. R-Pharm has the personnel, facilities and expertise necessary to contribute to certain aspects of the global development of the Product, to commercialize the Product in the Territory and to manufacture Product using Compound supplied by Scynexis.
- C. R-Pharm wishes to conduct certain global development activities, to

ПРЕДВАРИТЕЛЬНЫЕ ЗАЯВЛЕНИЯ

- A. Компания «Сайнексис» владеет Патентами и Ноу-хау Сайнексис, существующими на Дату вступления в силу в отношении Соединения, и/или обладает исключительными правами на них.
- B. У компании «Р-Фарм» имеются сотрудники, средства производства и профессиональные навыки, необходимые для содействия определенным аспектам глобальной разработки Продукта, коммерческой реализации Продукта на Территории и производства Продукта при помощи Соединения, поставляемого компанией «Сайнексис».
- C. Компания «Р-Фарм» желает осуществлять определенные действия по

commercialize the Product in the Territory, and to manufacture the Product; Scynexis wishes to have R-Pharm do so, upon the terms and conditions set forth in this Agreement. In connection therewith, R-Pharm desires to obtain, and Scynexis desires to grant to R-Pharm, certain license rights under the Licensed Technology with respect to the commercialization of the Product in the Territory for applications in the Field, subject to Scynexis' right to supply Compound for R-Pharm, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statements and the mutual agreements and covenants set forth herein, the Parties hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth in this Section 1 unless context dictates otherwise:

1.1 "ACAB Laws" all anti-bribery and anti-corruption legislation applicable in the United States and the Territory.

1.2 "Affiliate" with respect to any Party, shall mean any entity controlling, controlled by, or under common control with, such Party. For these purposes, "control" shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of

глобальной разработке, коммерческую реализацию Продукта на Территории и производство Продукта; компания «Сайнексис» желает, чтобы «Р-Фарм» осуществляла указанные действия, на условиях, изложенных в настоящем Соглашении. В связи с этим «Р-Фарм» желает получить, а «Сайнексис» желает предоставить компании «Р-Фарм» определенные лицензионные права на Лицензированную технологию для коммерческой реализации Продукта на Территории по заявкам в Сфере применения, при соблюдении права «Сайнексис» на поставку Соединения компании «Р-Фарм», на изложенных ниже условиях.

В НАСТОЯЩЕЕ ВРЕМЯ, ТАКИМ ОБРАЗОМ, с учетом вышеизложенных Предварительных заявлений, а также взаимных договоренностей и условий, изложенных в настоящем документе, Стороны настоящим договариваются о следующем:

1. ОПРЕДЕЛЕНИЯ.

При использовании в настоящем Соглашении следующие термины имеют значения, изложенные в настоящей Статье 1, если контекст не требует иного:

1.1 «*Законы о борьбе с коррупцией*» – все законодательные акты о борьбе с коррупцией и взяточничеством, применимые в Соединенных Штатах Америки и на Территории.

1.2 «*Аффилированное лицо*» в отношении любой Стороны означает любое юридическое лицо, которое контролирует данную Сторону, контролируется данной Стороной или находится с ней под общим контролем. В указанных целях «контроль» означает: (i) обладание, прямое или косвенное,

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an entity, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, directly or indirectly, of at least 50% of the voting securities or other ownership interest of an entity.

1.3 “*Agent*” shall mean the third party, excluding subcontractors, acting on behalf of “R-Pharm” or “Scynexis”.

1.4 “*cGMP*” shall mean the then-current good manufacturing practices required by the applicable regulatory authority, for the manufacture and testing of pharmaceutical materials, as they may be updated from time to time. GMPs shall include applicable quality guidelines promulgated under the International Conference on Harmonization and the World Health Organization (WHO) GMP guidelines.

1.5 “*Combination Product*” means either: (a) any pharmaceutical product containing Compound and at least one other active ingredient that is not the Compound; or (b) any combination of the Compound and another pharmaceutical product that contains at least one other active ingredient that is not the Compound where such products are not formulated together but are sold together as a single product and invoiced as one product. All references to Product in this Agreement shall be deemed to include Combination Product.

1.6 “*Compound*” shall mean the chemical compound designated as SCY-078, which is [*]

возможностью управлять руководством или политикой юридического лица, посредством владения ценными бумагами с правом голоса, по договору или иначе, или (ii) владение, прямое или косвенное, как минимум 50% от ценных бумаг с правом голоса или иных долей участия в капитале юридического лица.

1.3. «*Агент*» означает третье лицо, за исключением субподрядчиков, действующее от имени «Р-Фарм» или «Скайнексис».

1.4 «*cGMP*» – действующие на текущий момент времени надлежащие производственные практики, установленные требованиями применимого регулирующего органа в отношении производства и испытания фармацевтических материалов, в действующей на текущий момент времени редакции. GMP включают применимые руководства по качеству, опубликованные на Международной конференции по гармонизации и в руководствах GMP Международной организацией здравоохранения (ВОЗ).

1.5 «*Комбинированный продукт*» означает либо: (a) любой фармацевтический продукт, содержащий Соединение и как минимум один иной активный ингредиент, не являющийся Соединением; либо (b) любое сочетание Соединения и иного фармацевтического продукта, содержащего как минимум один иной активный ингредиент, не являющийся Соединением, если указанные продукты не входят в общую смесь, но продаются вместе как один продукт и вносятся в счет как один продукт. Все ссылки на Продукт в настоящем Соглашении считаются включающими в себя Комбинированный продукт.

1.6 «*Соединение*» означает химическое соединение, обозначаемое как SCY-078 и представляющее собой [*].

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1.7 "Confidential Information" shall have the meaning assigned to such term in Section 10.4.

1.8 "Effective Date" shall mean the date of this Agreement, indicated in the first page of this Agreement.

1.9 "Field" shall mean the treatment and prevention of diseases, infections or other disorders in humans.

1.10 "First Commercial Sale" shall mean, with respect to Product, the first sale for end use or consumption of such Product in a country of the Territory after all required approvals, including marketing and pricing approvals, have been granted by the governing health authority of such country.

1.11 "Fixed-dose combination" (FDC) is a formulation, oral or parenteral, which includes two or more active pharmaceutical ingredients (APIs), one of which is a Compound, combined in a single dosage form, which is manufactured and commercialized in respective fixed dose forms.

Fixed-dose combinations (FDC) are to be treated as individual products and shall not be deemed as Combination Product.

1.12 "Global Development Plan" shall mean the global clinical development plan with respect to the Product designed for the

1.7 «Конфиденциальная информация» имеет значение, приписанное данному термину в Пункте 10.4.

1.8 «Дата вступления в силу» означает дату настоящего Соглашения, указанную на первой странице настоящего Соглашения.

1.9 «Сфера применения» означает лечение и предотвращение заболеваний, инфекций или иных расстройств у людей.

1.10 «Первая коммерческая продажа» означает, в отношении Продукта, первую продажу указанного Продукта для конечного применения или потребления в какой-либо стране на Территории после того, как все необходимые разрешения, включая разрешения на маркетинг и ценообразование, будут предоставлены основным органом здравоохранения указанной страны.

1.11 «Комбинированный продукт с фиксированными дозами» (FDC) – композиция, предназначенная для перорального или парентерального применения, которая включает два или более активных фармацевтических ингредиента (АФИ), одно из которых Соединение, соединенные в единой лекарственной форме, которая производится или осуществляется ее коммерциализация в соответствующих формах с фиксированной дозировкой.

Комбинированные продукты с фиксированными дозами (FDC) должны рассматриваться как отдельные Продукты и не должны рассматриваться как Комбинированные продукты.

1.12 «Глобальный план разработок» означает глобальный план клинических разработок в отношении Продукта, созданный

purpose of obtaining Registration of the Product in the Field worldwide, as amended from time to time, the current draft of which is attached hereto as Exhibit C.

1.13 "Governmental Authority" means the government of any country, or of any political subdivision thereof, whether state, regional or local, and any agency, authority, branch, department, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government or any subdivision thereof (including any supra-national bodies), and all officials, agents and representatives of each of the foregoing.

1.14 "IND" shall mean any filing made with the Regulatory Authority in any country in the Territory for initiating clinical trials in such country with respect to the Product.

1.15 "Invention" shall mean any patentable new and useful process, manufacture, compound or composition of matter relating to the Compound or the Product (including, without limitation, the formulation, delivery or use thereof) or any improvement thereof, that is conceived or first reduced to practice or demonstrated to have utility during the term of this Agreement.

в целях получения Регистрации Продукта в Сфере применения по всему миру, время от времени претерпевающий изменения, текущий проект которого является Приложением С к настоящему Соглашению.

1.13 «Орган государственной власти» означает правительство любой страны или любой ее административно-территориальной единицы, на уровне штата, на региональном или местном уровне, а также любое агентство, орган управления, отделение, департамент, регулирующий орган, суд, центральный банк или иную организацию, осуществляющую исполнительные, законодательные, судебные, налоговые, регулирующие или административные полномочия или функции, принадлежащие или относящиеся к правительству или любому его подразделению (включая любые наднациональные органы), а также всех должностных лиц, агентов и представителей любых вышеуказанных организаций.

1.14 «Заявка IND» означает любую заявку, поданную в Регулирующий орган любой страны на Территории в целях начала клинических испытаний в указанной стране в отношении Продукта.

1.15 «Изобретение» означает могущие быть запатентованными любые новые или полезные процессы изготовления, технологические процессы, соединения или смеси веществ, относящиеся к Соединению или Продукту (в том числе, в частности, к их химическому составу, доставке или использованию), или любое их усовершенствование, которые были задуманы, или впервые применены на практике, или продемонстрированы как полезные на протяжении срока действия настоящего Соглашения.

1.16 "[*]" shall have the meaning assigned to such term in Section [*].

1.17 "Joint Know-How" shall mean any and all Know-How which are based on, or dependent upon Know-How made jointly by employees of Scynexis and by employees of R-Pharm or their respective subcontractors or Agents.

1.18 "Joint Patent Rights" shall mean any and all patents and patent applications in the Territory (which for the purposes of this Agreement shall be deemed to include certificates of invention and applications for certificates of invention) which are based on, or dependent upon (a) Inventions made jointly by employees of Scynexis and by employees of R-Pharm or their respective subcontractors or Agents; [*], and which: (i) claim, cover or relate to the Compound; or (ii) are divisions, continuations, continuations-in-part, reissues, renewals, extensions, supplementary protection certificates, utility, models and the like of any such patents and patent applications and foreign equivalents thereof.

1.19 "Know-how" shall mean any and all unpatented inventions, improvements, discoveries, claims, formulae, processes, trade secrets, technologies and know-how (including confidential data and Confidential Information) that is generated, owned or controlled by any Party as existing as on the Effective Date of this Agreement, as well as those that will be created during the term of this Agreement, relating to, derived from or useful for the use or sale of the Compound or the Product, including, without limitation, synthesis, preparation, recovery and purification processes and techniques, control methods and

1.16 «[*]» - имеет значение, приписанное данному термину в Пункте [*].

1.17. «Совместное Ноу-Хау» означает любые и все Ноу-Хау, которые основаны или связаны с (а) Ноу-Хау, сделанными совместно работниками «Сайнексис» и «Р-Фарм» или их соответствующими субподрядчиками или Агентами.

1.18. «Совместные патентные права» означают все патенты или патентные заявки на Территории (которые в целях настоящего Соглашения включают сертификаты на изобретения и заявки на выдачу сертификата на изобретение), которые основаны или связаны с (а) Изобретениями, сделанными совместно работниками «Сайнексис» и «Р-Фарм» или их соответствующими субподрядчиками или Агентами; [*], и которые: (i) требуются для Соединения, распространяются или относятся к Соединению; или (ii) являются частью, продолжением, продолжением в части, переоформлением, обновлением, расширением, дополнительным охранным сертификатом, обладающими свойством полезности модели и иные подобные патенты и патентные заявки и иностранные эквиваленты им.

1.19 «Ноу-хау» означает все и любые не запатентованные изобретения, усовершенствования, открытия, патентные притязания, формулы, процессы, торговые тайны, технологии и ноу-хау (включая конфиденциальные данные и Конфиденциальную информацию), выработанные или контролируемые любой из Сторон или принадлежащие любой Стороне как на Дату вступления в силу настоящего Соглашения, так и те, что будут созданы в течение срока действия настоящего Соглашения, относящиеся к использованию или продаже Соединения или Продукта,

assays, chemical data, toxicological and pharmacological data and techniques, clinical data, medical uses, product forms and product formulations and specifications.

1.20 "*Licensed Claim*" shall mean a claim of an issued and unexpired patent included within the Patents, which has not been revoked or held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed with the time allowed for appeal, and which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise.

1.21 "*Licensed Technology*" shall mean the Licensed Claims and Scynexis Know-how, collectively.

1.22 "*Merck License*" shall mean that certain Termination and License Agreement between Scynexis and Merck dated May 24, 2013 whereby Scynexis was granted a license to certain technology owned or controlled by Merck regarding the Compound.

1.23 "*Merck*" shall mean Merck Sharp & Dohme Corp.

1.24 "*Net Sales*" shall mean the invoice

проистекающие из этого или полезные для данной цели, включая, в частности, процессы и методики синтеза, подготовки, восстановления и очистки, методы контроля и образцы для анализа, химические данные, токсикологические и фармакологические данные и методики, клинические данные, способы медицинского применения, формы продукта, а также формулы и спецификации продукта.

1.20 «*Лицензированное патентное притязание*» означает формулу изобретения по выданному и действующему патенту, входящему в состав Патентов, которое не было аннулировано или признано лишенным исковой силы либо недействительным в силу решения суда или иного государственного органа надлежащей юрисдикции, не подлежащего апелляции или не обжалованного в течение срока, предоставленного для апелляции, и которое не было отклонено, отвергнуто или признано недействительным или лишенным исковой силы посредством выдачи переизданного патента, или посредством письменного отказа, или иначе.

1.21 «*Лицензированная технология*» означает совместно Лицензированные патентные притязания и Ноу-хау «Сайнексис».

1.22. «*Лицензия Мерк*» означает Лицензионное Соглашение между «Сайнексис» и «Мерк» от 24 мая 2013, по которому «Сайнексис» передана лицензия на определенную технологию, относящуюся к Соединению, которой владеет и управляет «Мерк».

1.23. «*Мерк*» означает компанию Merck Sharp & Dohme Corp.

1.24 «*Чистый объем продаж*» означает

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price of Product sold by R-Pharm and its Affiliates (which term does not include distributors) to the first independent Third Party, commencing with the First Commercial Sale, after deducting, if not previously deducted, in the amount invoiced or received:

- (a) trade and quantity discounts actually allowed or given;
 - (b) returns, rebates and allowances actually allowed or given;
 - (c) charge backs and other amounts paid on sale or dispensing of Products;
 - (d) retroactive price reductions that are actually allowed or granted;
 - (e) sales commissions paid to distributors and/or selling agents;
 - (f) [*] bad debt, sales or excise taxes (but not including taxes assessed against the income derived from such sale), early payment cash discounts, transportation and insurance charges and additional special transportation, custom duties, and other governmental charges; and
 - (g) the standard inventory cost of devices or delivery systems used for dispensing or administering Product which accompany Product as it is sold.
- All prices, costs and any

включенную в счета цену Продукта, проданного компанией «Р-Фарм» и ее Аффилированными лицами (указанный термин не включает в себя дистрибьюторов) первой независимой Третьей стороне, начиная от Первой коммерческой продажи, после вычета из суммы, указанной в инвойсе или полученной, следующих сумм, если они не были вычтены ранее:

- (a) торговые скидки и скидки за количество, фактически предоставленные или уступленные;
 - (b) возвраты, уступки и скидки, фактически предоставленные или уступленные;
 - (c) возвратные платежи и прочие суммы, выплаченные в связи с продажей или распределением Продуктов;
 - (d) ретроактивные скидки с цены, фактически предоставленные или уступленные;
 - (e) торговые комиссионные, выплаченные дистрибьюторам и/или агентам по продаже;
 - (f) [*] безнадежных долгов, налогов с продаж или акцизных налогов (но исключая налоги, взимаемые с дохода, полученного от указанной продажи), скидок при досрочной оплате наличными, транспортных и страховых издержек, дополнительной специальной транспортировки, таможенных пошлин и прочих государственных сборов; и
 - (g) стандартная инвентарная стоимость устройств или подающих систем, используемых для распределения или применения Продукта и сопровождающих Продукт по мере его продажи.
- Все цены, расходы и иные вышеуказанные

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

abovementioned amounts shall be used in the calculations without VAT and any other similar taxes.

With respect to sales of Combination Products, Net Sales shall be calculated [*]. In the event that Product is sold only as a Combination Product, Net Sales shall be calculated on the basis of the invoice price of the Combination Product multiplied by a fraction, the numerator of which shall be the [*] of Compound in the Product and the denominator of which shall be the [*] of all of the active ingredients in the Combination Product. In the event that Product is sold only as a Combination Product and either Party reasonably believes that the calculation set forth in this Paragraph does not fairly reflect the value of the Product relative to the other active ingredients in the Combination Product, the Parties shall negotiate, in good faith, other means of calculating Net Sales with respect to Combination Products.

1.25 "Party" shall mean Scynexis or R-Pharm and, when used in the plural, shall mean Scynexis and R-Pharm.

1.26 "Patents" shall mean the patents and patent applications set forth on Exhibit A, together with any patents that may issue in future in the Territory covering Compound or its use in the Field, including any and all extensions, renewals, continuations, continuations-in-part, divisions, patents-of-additions, reissues, supplementary protection certificates or foreign counterparts of any of the foregoing.

суммы должны использоваться в расчетах без учета НДС и иных подобных налогов.

В отношении продаж Комбинированных продуктов Чистый объем продаж должен рассчитываться [*]. В случае, когда Продукт продается только в качестве Комбинированного продукта, Чистый объем продаж должен рассчитываться на основании указанной в счете цены данного Комбинированного продукта, умноженной на дробь, числитель которой равен [*] Соединения в Продукте, а знаменатель равен [*] всех активных ингредиентов в данном Комбинированном продукте. В случае, когда Продукт продается только в качестве Комбинированного продукта, и одна из Сторон обоснованно полагает, что расчет, приведенный в данном Пункте, не является объективным отражением стоимости Продукта по отношению к другим активным ингредиентам Комбинированного продукта, Стороны должны добросовестно обсудить другие способы расчета Чистого объема продаж в отношении Комбинированных продуктов.

1.25 «Сторона» означает компанию «Сайнексис» или компанию «Р-Фарм», а при использовании во множественном числе данный термин означает «Сайнексис» и «Р-Фарм».

1.26 «Патенты» означают патенты и патентные заявки, описанные в Приложении А, вместе с любыми патентами, защищающими Соединение или его использование в Сфере применения, которые могут возникнуть в будущем на Территории, включая все и любые расширения, возобновления, продолжения, частичные продолжения, выделения, дополнительные патенты, переизданные патенты, свидетельства

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дополнительной охраны или иностранные аналоги любых вышеуказанных патентов и патентных заявок.

1.27 *"Product"* shall mean any pharmaceutical preparation, comprising Compound, in final form, including all dosage forms, formulations and line extensions thereof, for any and all uses in the Field in the Territory, including without limitation, any Combination Product (i) for sale by prescription, over-the-counter or any other method; or (ii) for administration to human patients in a clinical trial.

1.28 *"Product Specifications"* shall mean the specifications for the Product established by Scynexis and/or R-Pharm in consideration of the regulatory requirements in each country of the Territory and each country outside the Territory, as may be amended from time to time.

1.29 *"Registration"* shall mean, with respect to each country in the Territory, approval of the Registration Application for the Product filed in such country, including pricing or reimbursement, where applicable, by the Regulatory Authority in such country following which the Product may be legally marketed and sold in such jurisdiction.

1.30 *"Registration Application"* shall mean any filing(s) made with the Regulatory Authority in any country in the Territory for regulatory approval of the marketing, manufacture and sale of the Product in such country for human use in the Field.

1.27 *«Продукт»* означает любой фармацевтический препарат, содержащий Соединение, в готовой форме, включая все соответствующие лекарственные формы, препараты и расширения ассортимента, для всех и любых видов использования в рамках Сферы применения на Территории, включая, в частности, любой Комбинированный продукт (i) для продажи по рецепту, без рецепта или любым иным способом, или (ii) для введения пациентам-людям в клиническом испытании.

1.28. *«Спецификации Продукта»* означают спецификации Продукта, установленные компанией «Сайнексис» или компанией «Р-Фарм», с учетом нормативных требований в каждой стране в пределах Территории и в каждой стране за пределами Территории, с учетом поправок, которые могут вноситься время от времени.

1.29 *«Регистрация»* означает, в отношении каждой страны на Территории, утверждение Регулирующим органом указанной страны Заявки на регистрацию Продукта, поданной в данной стране, включая, в соответствующих случаях, ценообразование или льготное обеспечение, после чего может законным образом осуществляться маркетинг и продажа Продукта в указанной юрисдикции.

1.30 *«Заявка на регистрацию»* означает любую подачу документа (документов) в Регулирующий орган в любой стране на Территории в целях официального разрешения маркетинга, производства и продажи данного Продукта в указанной стране для использования людьми в Сфере применения.

1.31 "*Regulatory Authority*" shall mean the authority(ies) in each country in the Territory with responsibility for granting regulatory approval for the marketing and sale of the Product in such country, and any successor(s) thereto.

1.32 "*R-Pharm Inventions*" shall mean Inventions made solely by employees, contractors or Agents of R-Pharm.

1.33 "*R-Pharm Know-How*" shall mean (a) Know-how which is generated, owned or controlled by R-Pharm as of the Effective date of this Agreement or during the term of this Agreement and (b) Know-how made solely by employees, contractors or Agents of R-Pharm.

1.34 "*Scynexis Inventions*" shall mean Inventions made solely by employees, contractors or Agents of Scynexis.

1.35 "*Scynexis Know-how*" shall mean (a) Know-how which is generated, owned or controlled by Scynexis as of the Effective date of this Agreement or during the term of this Agreement and (b) Know-how made solely by employees, contractors or Agents of Scynexis.

1.36 "*Strategic Partners*" shall have the meaning assigned to such term in Section 4.4(d).

1.37 "*Territory*" shall mean the Russian Federation, Armenia, Azerbaijan, Belarus, Kazakhstan, Kyrgyzstan, Moldova, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Georgia,

1.31 «*Регулирующий орган*» означает орган(ы) управления в каждой из стран на Территории, отвечающие за предоставление официального разрешения на маркетинг и продажу Продукта в указанной стране, а также любой преемник (преемники) указанных органов.

1.32 "*Изобретения «Р-Фарм»*" означают (а) Изобретения, сделанные исключительно работниками, подрядчиками или Агентами компании «Р-Фарм».

1.33. «*Ноу-хау «Р-Фарм»*» означает (а) Ноу-хау, разработанные или контролируемые «Р-Фарм» на Дату вступления в силу настоящего Соглашения или в течение срока действия настоящего Соглашения и (б) Ноу-хау сделанные исключительно работниками, подрядчиками или Агентами «Р-Фарм».

1.34 "*Изобретения «Сайнексис»*" означают Изобретения, сделанные исключительно работниками, подрядчиками или Агентами компании «Сайнексис».

1.35 "*Ноу-хау «Сайнексис»*» означают (а) Ноу-хау, выработанные или контролируемые компанией «Сайнексис» или принадлежащие компании «Сайнексис» на Дату вступления в силу настоящего Соглашения или в течение срока действия настоящего Соглашения и (б) Ноу-хау, сделанные исключительно работниками, подрядчиками или Агентами компании «Сайнексис».

1.36 «*Стратегические партнеры*» имеют значение, приписанное данному термину в Пункте 4.4(d).

1.37 «*Территория*» означает Российскую Федерацию, Армению, Азербайджан, Беларусь, Казахстан, Кыргызстан, Молдову, Таджикистан, Туркменистан, Украину, Узбекистан, Грузию, Турцию, Македонию,

Turkey, Macedonia, Bosnia, Albania, Montenegro, Serbia, Bahrain, Jordan, Iraq, Iran, Kuwait, Qatar, Oman, Lebanon, Syria, Saudi Arabia, UAE, Yemen, Egypt, Algeria, Tunisia, Morocco, Libya, Western Sahara and Sudan, subject to adjustment pursuant to Section 5.12 hereof.

1.38 "Territory Development Committee" shall have the meaning assigned to such term in Section 3.1.

1.39 "Territory Development Plan" shall mean the clinical development plan designed for the purpose of obtaining Registration of the Product in the Field in each country in the Territory, as amended from time to time, the current draft of which is attached hereto as Exhibit D.

1.40 "Third Party" shall mean any person who or which is neither a Party nor an Affiliate of a Party.

1.41 "Trademark" shall have the meaning assigned thereto in Section 5.10.

Боснию, Албанию, Черногорию, Сербию, Бахрейн, Иорданию, Ирак, Иран, Кувейт, Катар, Оман, Ливан, Сирию, Саудовскую Аравию, ОАЭ, Йемен, Египет, Алжир, Тунис, Марокко, Ливию, Западную Сахару и Судан, при условии корректировки в соответствии с Пунктом 5.12 настоящего Соглашения.

1.38 «Комитет по разработкам на Территории» имеет значение, приписанное данному термину в Пункте 3.1.

1.39. «План разработок на Территории» означает план клинических разработок, составленный в целях получения Регистрации Продукта в Сфере применения в каждой стране на Территории, время от времени претерпевающий изменения, текущий проект которого является Приложением D к настоящему Соглашению.

1.40. «Третья сторона» означает любое лицо, не являющееся ни Стороной, ни Аффилированным лицом Стороны.

1.41 «Товарный знак» имеет значение, приписанное данному термину в Пункте 5.10.

2. REPRESENTATIONS AND WARRANTIES.

2.1 Representations and Warranties of Both Parties. *Each Party represents and warrants to the other Party, as of the Effective Date, that:*

(a) such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

2. ЗАЯВЛЕНИЯ И ГАРАНТИИ

2.1 *Заявления и гарантии обеих сторон.* Каждая Сторона заявляет и гарантирует другой Стороне, по состоянию на Дату вступления в силу, что:

(a) указанная Сторона надлежащим образом организована, действительным образом существует и имеет надлежащий статус по законам юрисдикции, в которой она зарегистрирована, а также обладает всеми корпоративными правами и полномочиями на заключение настоящего Соглашения и на

выполнение его положений;

(b) such Party is free to enter into this Agreement;

(b) указанная Сторона вправе заключить настоящее Соглашение;

(c) in so doing, such Party will not violate any other agreement to which it is a party;

(c) осуществляя указанное действие, указанная Сторона не будет нарушать никакое иное соглашение, по которому она является стороной;

(d) such Party has taken all corporate action necessary to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement; and

(d) указанная Сторона осуществила все корпоративные действия, необходимые для того, чтобы санкционировать оформление и заключение настоящего Соглашения, а также выполнение ее обязательств по настоящему Соглашению; и

(e) no person or entity has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against or upon such Party for any commission, fee or other compensation as a finder or broker because of any act or omission by such Party or any of its Agents.

(e) никакое лицо или предприятие не имеет и не будет иметь в результате сделок, предусмотренных настоящим Соглашением, никакого права, имущественного права или действительной претензии к указанной Стороне или в ее отношении по любому комиссионному вознаграждению, гонорару или иному возмещению в качестве маклера или брокера вследствие любого действия или бездействия указанной Стороны или каких-либо ее Агентов.

2.2 Representations and Warranties of Scynexis. Scynexis represents and warrants to R-Pharm, as of the Effective Date, that:

2.2 Заявления и гарантии «Сайнексис». Компания «Сайнексис» заявляет и гарантирует компании «Р-Фарм», на Дату вступления в силу, что:

(a) Scynexis is the owner of, or has exclusive rights to, all of the Patents in the Field in existence on the Effective Date, and has the exclusive right to grant the licenses granted under this Agreement with respect to the Patents;

(a) «Сайнексис» является владельцем нижеуказанных патентов или обладателем исключительных прав в отношении всех Патентов в Сфере применения, существующих на Дату вступления в силу, и обладает исключительным правом предоставления лицензий, предоставляемых по настоящему Соглашению в отношении указанных Патентов;

(b) to the best of Scynexis'

(b) по всем имеющимся у «Сайнексис»

knowledge, Scynexis has rights in the Field to all of the Scynexis Know-how in existence on the Effective Date and the right to grant licenses with respect thereto;

(c) Scynexis has not entered into any agreement with any Third Party that is in conflict with the rights granted to R-Pharm pursuant to this Agreement; and

(d) Scynexis is unaware of any patents or trade secret rights owned or controlled by a third party, to which it does not already have rights, which would dominate, or be infringed or misappropriated by the manufacture of Product or its use or sale, and is unaware of any claims of such domination, infringement or misappropriation by Third Parties.

(e) As of the Effective Date, to the knowledge of Scynexis, the validity or enforceability of the Patents has not been contested or threatened in writing to be contested by any Third Party. To the knowledge of Scynexis, all patent applications which relate to the Patents have been filed or will be filed in accordance with the applicable formal requirements and none of such patent applications, or Patents have lapsed by reason of abandonment or non-payment of any fees, and Merck has paid, or has caused to be paid, all maintenance fees, which are due and payable with respect to the Patents;

сведениям, «Сайнексис» обладает правами в Сфере применения на все Ноу-хау «Сайнексис», существующее на Дату вступления в силу, а также правом предоставления лицензий в отношении указанного Ноу-хау;

(c) компания «Сайнексис» не заключила ни с какой Третьей стороной никакого соглашения, конфликтующего с правами, предоставленными компании «Р-Фарм» по настоящему Соглашению; и

(d) компания «Сайнексис» не осведомлена ни о каких патентах или правах на торговые секреты, принадлежащих третьей стороне или контролируемых третьей стороной, на которые компания «Сайнексис» пока еще не имеет прав, и которые могли бы доминировать, или быть нарушены или незаконно присвоены посредством производства Продукта, или его использования или продажи, и не осведомлена ни о каких претензиях Третьих сторон по поводу подобного доминирования, нарушения или незаконного присвоения.

(e) На Дату вступления в силу, насколько известно «Сайнексис», действительность или исковая сила Патентов не были оспорены никакой Третьей стороной, и не поступало письменного сообщения об угрозе такого спора. Насколько известно «Сайнексис», все патентные заявки, относящиеся к Патентам, были поданы или будут поданы в соответствии с применяемыми формальными требованиями, и никакие из указанных патентных заявок или Патентов, не стали недействительными вследствие отказа от притязания или вследствие неуплаты каких-либо взносов, и компания «Мерк» уплатила все пошлины или инициировала уплату пошлин за поддержание в силе, причитающиеся и

подлежащие уплате в отношении Патентов;

(f) To Scynexis's knowledge, the Patents are not subject to any pending or any threatened re-examination, opposition, interference or litigation proceedings;

(f) Насколько известно компании «Сайнексис», в отношении Патентов не проводятся любые продолжающиеся или угрожающие процедуры перепроверки, оспаривания, вмешательства или судебного разбирательства;

(g) Scynexis has made available to R-Pharm, via access to an electronic data room, all available material information in its possession or control concerning the quality, toxicity, safety and/or efficacy concerns existing as of the Effective Date that may materially impair the utility and/or safety of the Product;

(g) компания «Сайнексис» предоставила компании «Р-Фарм» посредством доступа к электронной комнате данных доступ ко всей доступной существенной информации, которой она обладает, в отношении проблем качества, токсичности, безопасности и(или) эффективности, существующую на Дату вступления в силу, могущую оказать существенное неблагоприятное воздействие на полезность и(или) безопасность Продукта;

(h) To Scynexis's knowledge, manufacturing, marketing, offering for sale, sale, importing, or exporting (within the Territory) Products or Compound by R-Pharm as provided for in this Agreement does not infringe upon any Third Party's patent, copyright, trade secret and other intellectual property rights or any other proprietary rights;

(h) Насколько известно компании «Сайнексис», производство, маркетинг, предложение к продаже, продажа, импорт и экспорт Продукта и Соединения «Р-Фарм» на Территории как предусмотрено в настоящем Соглашении, не нарушает любой патент, авторское право, коммерческую тайну и иное право интеллектуальной собственности Третьего лица, или другие права собственности;

(i) All license, authorization or consent necessary to grant licenses to R-Pharm upon this Agreement have been obtained by Scynexis and any royalty, fee, remuneration or other payment to, any Third Party or any author or inventor have been made, excepting for those continuing obligations, not yet due, under the Merck License;

(i) Все лицензии, разрешения или согласия, необходимые для предоставления лицензий компании «Р-Фарм» на основании настоящего Соглашения были получены компанией «Сайнексис» и все роялти, вознаграждения, компенсации или другие суммы были уплачены любому Третьему лицу или любому автору или изобретателю, за исключением длящихся обязательств, срок исполнения которых не наступил в соответствии с условиями Лицензии Мерк;

(j) To Scynexis's knowledge, neither the Patents nor the Scynexis Know-How contain or utilize any confidential information of, or any intellectual property created by or belonging to, Third Parties, excepting that confidential information and intellectual property the right to which have been obtained by Scynexis under the Merck License;

(k) To Scynexis's knowledge, (i) no author or inventor of the Patents, the Scynexis Know-How, including, without limitation, Scynexis's owners, directors, officers, employees, has any proprietary rights whatsoever in or to the Patents or the Scynexis Know-How and (ii) Scynexis is entitled to use and to allow others to use such Patents and the Scynexis Know-How or any of its elements or components with or without indication of such author's or inventor's name in R-Pharm's and Scynexis's discretion;

(l) To Scynexis's knowledge, there is no claim or demand of any person or entity pertaining to, or any proceeding which is pending or, to the knowledge of Scynexis, threatened, that challenges the validity, use or existence of any Patents and the Scynexis Know-How, the rights of R-Pharm in respect of any Patents and the Scynexis Know-How, or that claims that any default exists under any license with respect to any Patents or the Scynexis Know-How to which Scynexis is a party, except where such claim, demand or proceeding would not materially and adversely affect the ability of Scynexis to carry out its obligations under this Agreement; and

(j) Насколько известно компании «Сайнексис», Патенты, Ноу-хау «Сайнексис» не содержат и не используют любую конфиденциальную информацию Третьих лиц, или любую интеллектуальную собственность, созданную Третьими лицами или принадлежащую Третьим лицам, за исключением такой конфиденциальной информации и интеллектуальной собственности, правом на которую «Сайнексис» обладает в соответствии с Лицензией Мерк;

(k) Насколько известно компании «Сайнексис», (i) ни автор, ни изобретатель Патентов, Ноу-хау «Сайнексис», включая, без ограничений, собственников, директоров, должностных лиц, сотрудников «Сайнексис», не имеет любых прав собственности на Патенты, Ноу-хау «Сайнексис» и (ii) «Сайнексис» вправе использовать и позволять другим использовать такие Патенты и Ноу-хау «Сайнексис» или любые из их элементов или компонентов с или без указания имени автора или изобретателя по усмотрению компаний «Р-Фарм» или «Сайнексис»;

(l) Насколько известно компании «Сайнексис», отсутствуют какие-либо претензии или требования любого лица или юридического лица в отношении действительности, использования или существования любого Патента и Ноу-хау «Сайнексис», прав «Р-Фарм» в отношении любого Патента и Ноу-хау «Сайнексис», а также отсутствуют продолжающиеся или, насколько известно «Сайнексис», угрожающие судебные разбирательства, в которых оспаривается действительность, использование или существование любых Патентов или Ноу-хау «Сайнексис», прав «Р-Фарм» в отношении любых Патентов или Ноу-хау «Сайнексис», или претензии или

требования, в которых заявляется о наличии любого невыполнения обязательств по любой лицензии в отношении любых Патентов или Ноу-хау «Сайнексис», стороной в которых является «Сайнексис», за исключением случаев, когда такая претензия, требование или процессуальное действие не оказали бы существенное и неблагоприятное воздействие на способность компании «Сайнексис» выполнять свои обязанности по настоящему Соглашению; и

(m) Each current and former employee and contractor of Scynexis who is or was involved in, or who has contributed to, the creation or development of any Patents and the Scynexis Know-How or who are currently reasonably anticipated to be involved in the creation of any Patents, and/or the Scynexis Know-How, has executed and delivered an agreement in substantially the form of Scynexis's standard proprietary information and inventions agreement (in the case of an employee) or consulting agreement (in the case of a contractor), which agreements provide valid written assignments (or an agreement to assign) to Scynexis of all title and rights to any Patents and the Scynexis Know-How conceived or developed thereunder but not already owned by Scynexis by operation of law.

(m) Каждый настоящий или бывший работник или подрядчик «Сайнексис», который вовлечен или был вовлечен, или внес вклад в создание или разработку любых Патентов или Ноу-хау «Сайнексис» или который как обоснованно ожидается должен быть вовлечен в создание любых Патентов, и/или Ноу-хау «Сайнексис», заключил соглашение существенные условия которого соответствуют форме стандартного соглашения «Сайнексис» об информации, являющейся собственностью «Сайнексис» и изобретениях (в случае, если речь идет о работнике) или консалтинговое соглашение (если речь идет о подрядчике). Такое соглашение обеспечивает действительную передачу «Сайнексис» в письменной форме любых титулов и прав (или соглашение о передаче) на любые Патенты, Ноу-хау «Сайнексис», возникшие или разрабатываемые по настоящему Соглашению, но не перешедшие еще в собственность «Сайнексис» в соответствии с законом.

2.3 Representations and Warranties of R-Pharm. R-Pharm represents and warrants to Scynexis, as of the Effective Date, that:

(a) R-Pharm has the facilities, personnel and experience sufficient in quantity

2.3 Заявления и гарантии «Р-Фарм». Компания «Р-Фарм» заявляет и гарантирует компании «Сайнексис», на Дату вступления в силу, что:

(a) у «Р-Фарм» имеются средства производства, персонал и специальные

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and quality to perform its obligations under this Agreement;

(b) all of the personnel assigned to perform such obligations shall be qualified and properly trained;

(c) R-Pharm shall perform such obligations in a professional and diligent manner commensurate with the highest prevailing standards applicable in its industry; and

(d) Each current and former employee and contractor of R-Pharm who are currently reasonably anticipated to be involved in the creation of any Patents, and/or the R-Pharm Know-How, has executed and delivered an agreement in substantially the form of R-Pharm's standard proprietary information and inventions agreement (in the case of an employee) or consulting agreement (in the case of a contractor), which agreements provide valid written assignments (or an agreement to assign) to R-Pharm of all title and rights to any Patents and the R-Pharm Know-How conceived or developed thereunder but not already owned by R-Pharm by operation of law.

3. TERRITORY DEVELOPMENT COMMITTEE.

3.1 *Members; Chairperson.* The Parties shall establish a joint clinical development committee (the "Territory

знания, достаточные, в количественном и качественном отношении, для выполнения ее обязательств по настоящему Соглашению;

(b) все сотрудники, которым поручено выполнение указанных обязательств, должны быть квалифицированными и надлежащим образом обученными;

(c) компания «Р-Фарм» должна выполнять указанные обязательства профессионально и тщательно, способом, который соответствует наивысшим действующим стандартам, применимым в ее отрасли; и

(d) Каждый настоящий или бывший работник или подрядчик «Р-Фарм», который по текущим обоснованным ожиданиям будет вовлечен в создание или разработку любых Патентов и/или Ноу-хау «Р-Фарм», заключил соглашение существенные условия которого соответствуют форме стандартного соглашения «Р-Фарм» об информации, являющейся собственностью «Р-Фарм» и изобретениях (в случае, если речь идет о работнике) или консалтинговое соглашение (если речь идет о подрядчике). Такое соглашение обеспечивает действительную передачу «Р-Фарм» в письменной форме любых титулов и прав (или соглашение о передаче) на любые Патенты, Ноу-хау «Р-Фарм», возникшие или разрабатываемые по настоящему Соглашению, но еще не перешедшие в собственность «Р-Фарм» в соответствии с законом.

3. КОМИТЕТ ПО РАЗРАБОТКАМ НА ТЕРРИТОРИИ.

3.1 *Члены комитета; Председатель.* Стороны должны учредить совместный комитет по клиническим разработкам

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Development Committee"), which shall consist of three (3) named representatives of Scynexis and three (3) named representatives of R-Pharm. At least one representative from each Party must be a product development professional. The Territory Development Committee shall initially consist of those representatives who are listed on Exhibit B. A member of the Territory Development Committee may be represented at any meeting by a designee appointed by such member for such meeting. The chairperson of the Territory Development Committee shall serve a one-year term, commencing on the Effective Date or an anniversary thereof, as the case may be. The right to name the chairperson of the Territory Development Committee shall alternate between the Parties, and each chairperson shall be named no later than ten (10) days after the commencement of his or her term. The initial chairperson shall be selected by Scynexis. Each Party shall be free to change its members, upon prior written notice to the other Party. Each Party may, in its discretion, invite non-member representatives of such Party to attend meetings of the Territory Development Committee, provided that the other Party approves such Party's invitee(s) in advance.

3.2 Responsibilities; Decisions.

Subject to the other terms of this Agreement, the Territory Development Committee shall review and evaluate the sufficiency of R-Pharm's progress in the development and

(«Комитет по разработкам на Территории»), который должен состоять из 3 (трех) назначенных представителей «Сайнексис» и 3 (трех) назначенных представителей «Р-Фарм». Как минимум один представитель от каждой стороны должен быть профессионалом в области разработки продукта. Комитет по разработкам на Территории должен вначале состоять из представителей, перечисленных в *Приложении В*. На любом заседании член Комитета по разработкам на Территории может быть представлен уполномоченным лицом, которое указанный член комитета назначил для участия в указанном заседании. Председатель Комитета по разработкам на Территории исполняет свои обязанности в течение срока в один год, начиная от Даты вступления в силу или, соответственно, от ее годовщины. Право назначения председателя Комитета по разработкам на Территории принадлежит Сторонам по очереди, и каждый председатель должен быть назначен не позднее, чем через 10 (десять) дней с начала срока полномочий данного председателя. Первого председателя выбирает компания «Сайнексис». Каждая Сторона имеет право заменять своих членов комитета по предварительному письменному уведомлению в адрес другой Стороны. Каждая Сторона может, на свое усмотрение, приглашать представителей данной Стороны, не являющихся членами комитета, на заседания Комитета по разработкам на Территории, при условии, что другая Сторона заблаговременно одобрила приглашенное лицо (приглашенных лиц) вышеуказанной Стороны.

3.2 Обязанности; решения.

(a) При соблюдении прочих условий настоящего Соглашения, Комитет по разработкам на Территории должен рассматривать и оценивать достаточность

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commercialization of the Product in each country in the Territory and shall coordinate such efforts with the Global Development Plan. Without limiting the generality of the foregoing, the Territory Development Committee shall:

(a) review data and reports arising from and generated in connection with the Territory Development Plan;

(b) review all studies relating to the Product and any other studies proposed to be performed in connection with the registration process for the Product under this Agreement;

(c) provide a mechanism for the exchange of information between the Parties with regard to Know-how and Inventions;

(d) provide a mechanism for the exchange of documents and information between the Parties with regard to all data that shall be provided by the Parties to each other according to this Agreement; and

(e) have such other responsibilities as may be assigned to the Territory Development Committee pursuant to this Agreement or as may be mutually agreed upon by the Parties from time to time.

Decisions of the Territory Development Committee shall be by unanimous decision, with each member having one vote. In the event that, after good faith discussions, the Territory Development Committee cannot reach consensus regarding

успехов в деятельности «Р-Фарм» по разработке и коммерческой реализации Продукта в каждой стране на Территории и должен координировать указанную деятельность с Глобальным планом разработок. Без ограничения вышеизложенного, Комитет по разработкам на Территории должен:

(a) рассматривать данные и отчеты, возникающие исходя из Плана разработок на Территории и вырабатываемые в связи с указанным планом;

(b) рассматривать все исследования, относящиеся к Продукту, и любые другие исследования, осуществление которых предложено в связи с процедурой регистрации Продукта по настоящему Соглашению;

(c) обеспечивать механизм обмена информацией между Сторонами в отношении Ноу-хау и Изобретений;

(d) обеспечивать механизм обмена документами и информацией между Сторонами в отношении всех данных, которые должны быть предоставлены Сторонами друг другу в соответствии с настоящим Соглашением; и

(e) иметь иные обязанности, которые могут быть возложены на Комитет по разработкам на Территории в соответствии с настоящим Соглашением, или которые могут быть взаимно согласованы Сторонами время от времени.

Решения Комитета по разработкам на Территории принимаются посредством единогласного решения, при этом каждый член комитета имеет один голос. В случае, когда после добросовестных обсуждений Комитет по разработкам на Территории не

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any matter before it, such matter shall be referred for further review and resolution to the CEO of Scynexis and the CEO of R-Pharm, and they shall use reasonable efforts to resolve the matter within [*] after the matter is referred to them.

3.3 *Meetings.* During the term of the Territory Development Plan and the [*] period thereafter, the Territory Development Committee shall meet at least [*] during every calendar year, and more frequently as the Parties deem appropriate, on such dates, and at such times and places, as the Parties shall agree; provided, however, that at least one meeting during each calendar year shall be held in each of the United States and Russia, unless the Parties otherwise agree. Thereafter, during the remainder of the term of this Agreement, the Territory Development Committee shall meet on an as-needed basis on such dates, and at such places and times, as the Parties shall agree. The chairperson shall, if practicable, send notice of all meetings to all members of the Territory Development Committee no less than [*] before the date of each meeting. The Territory Development Committee may also convene or be polled or consulted from time to time by means of telecommunications, video conferences or correspondence, as deemed necessary or appropriate.

может достичь консенсуса в отношении какого-либо поставленного перед ним вопроса, указанный вопрос должен быть передан, в целях дальнейшего рассмотрения и решения, Главному исполнительному директору «Сайнексис» и Генеральному директору «Р-Фарм», и указанные лица должны принять разумно необходимые меры для решения данного вопроса в течение [*] после передачи данного вопроса на их рассмотрение.

3.3 *Заседания.* На протяжении срока действия Плана по разработкам на Территории и последующего [*] срока Комитет по разработкам на Территории должен собираться на заседания как минимум [*] в течение каждого календарного года, и чаще, по мере того, как Стороны сочтут это необходимым, в такие даты, в такое время и в таких местах, которые согласовываются Сторонами; *при условии, однако*, что как минимум по одному заседанию в течение каждого календарного года должно быть проведено в США и в России, если Стороны не договорятся об ином. Впоследствии, на протяжении оставшейся части срока действия настоящего Соглашения, Комитет по разработкам на Территории должен собираться на заседания по мере необходимости, в такие даты, в такое время и в таких местах, которые согласовываются Сторонами. Председатель должен, если это осуществимо, высылать уведомления обо всех заседаниях всем членам Комитета по разработкам на Территории не позднее, чем за [*] до даты каждого из заседаний. Комитет по разработкам на Территории может также время от времени собираться или проводить опросы либо консультации посредством телекоммуникации, видеосвязи или переписки, по мере того, как это будет сочтено необходимым или уместным.

3.4 *Term.* The Territory Development Committee shall exist until the termination or expiration of the Territory Development Plan plus the [*] period thereafter and for such longer period as necessary to perform the responsibilities assigned to it under this Agreement.

3.5 *Expenses.* Each Party shall be responsible for all travel and related costs and expenses for its members and approved invitees to attend meetings of, and otherwise participate on, the Territory Development Committee.

4. DEVELOPMENT OBLIGATIONS.

4.1 *Generally.* R-Pharm shall have two types of responsibility in development of the Product:

(a) Responsibility for all development activity necessary or appropriate to the Registration of the Product in all countries in the Territory ("Territorial Registration") pursuant to the Territory Development Plan and in co-ordination with the Global Development Plan; and

(b) Participate in the implementation of the Global Development Plan.

4.2 *Territorial Registration.* As to Registration in the Territory, R-Pharm, at its own expense, shall expeditiously develop the Product pursuant to the Territory Development Plan and, at the same time, in a manner and consistent with, the Global Development Plan, including, without limitation, obtaining all Registrations necessary to market and sell the

3.4 *Срок полномочий.* Комитет по разработкам на Территории должен существовать до прекращения действия или истечения срока действия Плана разработок на Территории плюс последующий [*] срок, а также в течение более длительного срока, необходимого для выполнения обязанностей, возложенных на данный комитет в соответствии с настоящим Соглашением.

3.5 *Издержки.* Каждая Сторона отвечает за все командировочные и сопутствующие издержки своих членов комитета и утвержденных лиц, приглашенных в целях посещения заседаний и иного участия в работе Комитета по разработкам на Территории.

4. ОБЯЗАТЕЛЬСТВА ПО РАЗРАБОТКЕ

4.1 *Общие положения.* У компании «Р-Фарм» имеется два вида обязанностей по разработке Продукта:

(a) Обязанность осуществлять все действия по разработке, необходимые или уместные в целях Регистрации Продукта во всех странах на Территории («Территориальная регистрация») в соответствии с Планом разработок на Территории и согласованно с Глобальным планом разработок; и

(b) Участие в реализации Глобального плана разработок.

4.2 *Территориальная регистрация.* В отношении Регистрации Продукта на Территории компания «Р-Фарм» за свой счет должна оперативно осуществлять разработку Продукта в соответствии с Планом разработок на Территории и, в то же самое время, способом, совместимым с Глобальным планом разработок, включая, в частности,

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Product in each country of the Territory, in such order of priority as R-Pharm, in consultation with Scynexis, reasonably shall deem appropriate. Consistent therewith R-Pharm shall:

(a) Dedicate resources to the development and commercialization of the Product within the Territory at least to that level of resources consistent with products of similar commercial potential that R-Pharm otherwise develops for sale in the Territory. R-Pharm shall be responsible for costs associated with the clinical development of the Product in the Territory as set forth in Section 4.2(i) of this Agreement;

(b) Conduct, or cause to be conducted, manage and oversee any additional pre-clinical pharmacological or toxicological studies, required by the Regulatory Authorities in the Territory in order to file a Registration Application for the Product in each country in the Territory;

(c) Make and pursue all regulatory filings (including, without limitation, all INDs and Registration Applications) in the Territory, based in part on the information and documentation provided by Scynexis and in part on information and data generated and obtained by R-Pharm in connection with the Territory Development Plan, and conduct all analysis and other support necessary with respect to the manufacture and sale of the Product in the Territory;

обеспечение всех Регистраций, необходимых для маркетинга и продажи Продукта в каждой стране на Территории, в таком порядке очередности, который компания «Р-Фарм», после консультации с компанией «Сайнексис», обоснованно сочтет необходимым. В соответствии с этим компания «Р-Фарм» должна:

(a) Выделять ресурсы на разработку и коммерческую реализацию Продукта в пределах Территории, при этом выделяться должен, по меньшей мере, такой объем ресурсов, которые «Р-Фарм» выделяет для развития на Территории продуктов со схожим коммерческим потенциалом. «Р-Фарм» отвечает за издержки, связанные с клинической разработкой Продукта на Территории как установлено Пунктом 4. (i) настоящего Соглашения;

(b) Осуществлять, или распоряжаться об их осуществлении, регулировать и контролировать любые дополнительные доклинические фармакологические или токсикологические исследования, затребованные Регулирующим органом на Территории в целях подачи Заявки на регистрацию Продукта в каждой стране на Территории;

(c) Осуществлять и продолжать подачу всех документов в целях регулирования (включая, в частности, все Заявки IND и Заявки на регистрацию) на Территории, отчасти на основании информации и документации, предоставленной компанией «Сайнексис», а отчасти на основании информации и данных, выработанных и полученных компанией «Р-Фарм» в связи с Планом разработок на Территории, а также осуществлять все аналитические исследования и иное содействие, необходимое в отношении производства и

продажи Продукта на Территории;

(d) Proceed diligently to perform such obligations, including, without limitation, by using personnel with sufficient skills and experience, together with sufficient equipment and facilities;

(d) Должным образом приступать к выполнению указанных обязательств, в том числе, в частности, посредством привлечения сотрудников, обладающих достаточными навыками и опытом, а также посредством использования надлежащего оборудования и средств производства;

(e) Conduct the Territory Development Plan in good scientific manner, and in compliance in all material respects with all requirements of applicable laws, rules and regulations, and all other requirements of any applicable current good clinical practice, current good laboratory practice and current good manufacturing practice to attempt to achieve the objectives of the Territory Development Plan efficiently and expeditiously;

(e) Выполнять План разработок на Территории с использованием надлежащих научных методов, во всех существенных отношениях соблюдая все требования применяемых законов, норм и распоряжений, а также все прочие требования текущих правил надлежащей клинической практики, текущих правил надлежащей лабораторной практики и текущих правил надлежащей производственной практики, с тем, чтобы стремиться к эффективному и неотложному достижению целей, определенных в Плате разработок на Территории;

(f) Within [*] after the end of each [*] period during the term of the Territory Development Plan and within [*] following the expiration or termination of the Territory Development Plan, furnish the Territory Development Committee with reasonably detailed, written reports on all activities conducted by R-Pharm under the Territory Development Plan during such [*] period or the term of the Territory Development Plan, as the case may be;

(f) В течение [*] после окончания каждого [*] срока на протяжении срока действия Плана разработок на Территории, а также в течение [*] после истечения срока действия или прекращения действия Плана разработок на Территории, предоставлять Комитету по разработкам на Территории достаточно подробные письменные отчеты обо всех видах деятельности, осуществлявшихся компанией «Р-Фарм» по Плану разработок на Территории в течение указанного [*] срока или, соответственно, в течение срока действия Плана разработок на Территории;

(g) Maintain records, in sufficient detail and in good scientific manner, which shall be complete and accurate and shall fully and properly reflect all work done and results achieved in connection with the Territory

(g) При помощи надлежащих научных методов вести достаточно подробные учетные документы, которые должны быть полными и точными, должны в полной мере и надлежащим образом отражать всю проделанную работу и все достигнутые

Development Plan in the form required under all applicable laws and regulations. Scynexis shall have the right, during normal business hours and upon reasonable notice, to inspect and copy all such records. Scynexis shall maintain such records and information contained therein in confidence in accordance with Section 10 and shall not use such records or information except to the extent otherwise permitted by this Agreement; and

(h) Allow representatives of Scynexis, upon reasonable notice and during normal business hours, to visit R-Pharm's facilities (and those of its subcontractors) where the Territory Development Plan is being conducted, and consult informally, during such visits and by telephone, with R-Pharm's personnel performing work on the Territory Development Plan.

(i) In furtherance of the foregoing, R-Pharm's shall reimburse Scynexis for the costs paid to Third parties for the conduct of the Phase II trials for the Compound conducted pursuant to the Global Development Plan, as and when such costs are payable by Scynexis, provided, however, that [*]. In case that upon the review of the interim data by Territory Development Committee the continuation of the Phase II trials for the Compound will be approved by Territory Development Committee, R-Pharm shall reimburse Scynexis for the additional costs paid to Third parties for the conduct of such Phase II trials for the Compound as and when such costs are payable by Scynexis, provided, however, that

результаты в связи с Планом разработок на Территории, в той форме, которая требуется согласно всем применяемым законам и нормам. Компания «Сайнексис» имеет право, в течение обычных рабочих часов и по заблаговременному уведомлению, проверять и копировать все указанные учетные документы. Компания «Сайнексис» должна хранить указанные учетные документы и содержащуюся в них информацию с соблюдением конфиденциальности, в соответствии со Статьей 10, и не должна использовать указанные документы или информацию, за исключением той степени, в которой в настоящем Соглашении разрешено обратное; и

(h) Разрешать представителям «Сайнексис», по обоснованному уведомлению и в течение обычных рабочих часов, посещать производственные помещения компании «Р-Фарм» (и тех из ее субподрядчиков), в которых осуществляется План разработок на Территории, и проводить неформальные консультации, в течение указанных посещений и по телефону, с сотрудниками «Р-Фарм», выполняющими работу по Плану разработок на Территории.

(i) В продолжение вышеизложенного компания «Р-Фарм» должна возместить компании «Сайнексис» расходы, уплаченные Третьим сторонам за проведение клинических исследований Соединения Фазы II в соответствии с Глобальным планом разработок, так и тогда, когда такие расходы были оплачены компанией «Сайнексис», при условии, однако, что [*]. В случае если после изучения промежуточных данных Комитетом по разработкам на Территории продолжение клинических исследований Соединения Фазы II будет одобрено Комитетом по разработкам на Территории, компания «Р-Фарм» должна возместить компании «Сайнексис» дополнительные расходы, уплаченные

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[*]. In addition, in furtherance of the foregoing, R-Pharm shall reimburse Scynexis for the Third Party costs of participation of the patients located in the Territory in Phase III trials for the Compound conducted pursuant to the Global Development Plan, provided, however, that [*]. In addition, Phase III trials conducted under the Territory Development Plan for the purposes of obtaining registrations in jurisdictions in the Territory shall be funded entirely by R-Pharm. R-Pharm shall reimburse costs, according to this clause 4.2 (i), only after receipt from Scynexis the verified copies of the documents confirming such costs.

4.3 *R-Pharm Participation in Global Development Plan Responsibilities.* As to participation in the implementation of the Global Development Plan, R-Pharm, at its sole cost and expense, shall:

(a) Funding the services involving the development of [*] the Compound to the [*] stage, (e.g. [*]), according to the Global Development Plan for the Product, the specifications for which shall be compliant with all regulatory requirements applicable in every country of the Territory. The service provider that will provide services involving the development of [*] the Compound to the [*] stage and the [*] of the services shall be determined by Territory Development Committee. Such [*] work will [*] only [*] as are [*]. All Inventions developed in the course

Третьим сторонам за проведение таких клинических исследований Соединения Фазы II, так и тогда, когда такие расходы были уплачены компанией «Сайнексис», при условии, однако, что [*]. В дополнение к вышеизложенному, компания «Р-Фарм» должна возместить компании «Сайнексис» расходы на участие пациентов на Территории в клинических исследованиях Соединения Фазы III в соответствии с Глобальным планом разработок, при условии, однако, что [*]. В дополнение клинические исследования Фазы III, проводимые в соответствии с Планом разработок на Территории для целей получения регистрации в юрисдикциях на Территории, должны финансироваться исключительно компанией «Р-Фарм». Компания «Р-Фарм» должна возмещать расходы в соответствии с настоящей статьей 4.2 (i) только после получения от компании «Сайнексис» заверенных копий подтверждающих документов.

4.3 *Участие «Р-Фарм» в выполнении обязанностей по Глобальному плану разработок.* В отношении участия в выполнении Глобального плана разработок компания «Р-Фарм», исключительно за свой счет, должна:

(a) Финансировать услуги, связанные с разработкой [*] Соединения до [*], в соответствии с Глобальным планом разработок для Продукта, спецификации для которого должны соответствовать всем регуляторным требованиям, применимым в каждой стране на Территории. Исполнитель, который окажет услуги по разработке [*] Соединения до [*] и [*] должны быть определены Комитетом по разработкам на Территории. Такие работы по разработке [*]. Все изобретения, разработанные в процессе такой работы («[*]») должны быть [*] и [*]

of such work (“[*]”) shall be [*], and [*] shall execute and deliver such documents as are necessary to confirm such ownership; provided, however, that if [*] requires [*] for [*], [*] would [*] and [*] and [*] would [*] and [*]. If preclinical and clinical studies are deemed necessary by Territory Development Committee for the appropriate development of [*] the Product in the respective territories, the Parties shall [*]; and

(b) If such trials are required by Regulatory Authorities in the Territory, manage and conduct Phase II and Phase III clinical trials which, under the Global Development Plan, are to be conducted in the Territory, it being acknowledged and agreed that such trials shall be designed to also meet R-Pharm’s obligations under the Territory Development Plan.

(c) Upon Scynexis’s request, provide to Scynexis copies of all primary and secondary pre-clinical pharmacological, toxicological, formulation and stability data, either in the Field or outside the Field but having utility in the Field, relating to the development and commercialization of the Product, that comes into R-Pharm’s possession and control during the term of this Agreement. If such data is used in any regulatory filing, Scynexis shall inform R-Pharm of such use;

должна подписать и предоставить все документы, необходимые для подтверждения такого права собственности, при условии, однако, что если [*] будет предъявлено требование о том, [*] [*] будет [*], а [*] будет [*]. Если доклинические и клинические исследования, признаются необходимыми Комитетом по разработкам на Территории для разработки [*] Продукта на соответствующих территориях, каждая из Сторон [*]; и

(b) если такие исследования требуются Регулирующими органами на Территории, организовывать и осуществлять клинические исследования Фазы II и Фазы III, которые, согласно Глобальному плану разработок, должны осуществляться на Территории, при этом согласовано и признано, что указанные испытания должны быть организованы таким образом, чтобы также соответствовать обязательствам «Р-Фарм» по Плану разработок на Территории.

(c) По запросу компании «Сайнексис» предоставлять компании «Сайнексис» копии всех первичных и вторичных доклинических фармакологических, токсикологических, относящихся к рецептуре и стабильности данных, как в Сфере применения, так и за пределами Сферы применения, но полезных для Сферы применения, относящихся к разработке и коммерческой реализации Продукта, которые поступают во владение и под контроль компании «Р-Фарм» на протяжении срока действия настоящего Соглашения. Если такие данные использованы компанией «Сайнексис» для подачи заявлений о получении любых документов, подаваемых в целях регулирования, компания «Сайнексис» обязана проинформировать компанию «Р-Фарм» о таком использовании ;

4.4 *Scynexis Activities.* In support of the Territory Development Plan, Scynexis shall:

(a) Promptly after the Effective Date, via access to an electronic data room with the rights to download, save and print all the documents, provide to R-Pharm access to currently existing information regarding the Product, consisting of the United States IND package, Phase I data and supporting pre-clinical information, copies of all (or relevant portions of) primary and secondary pre-clinical pharmacological, toxicological, formulation and stability data, either in the Field or outside the Field but having utility in the Field, relating to the development and commercialization of the Product, in Scynexis' possession and control (including, without limitation, such data, studies and materials of Strategic Partners, to the extent Scynexis has the right to provide same to R-Pharm);

(b) Upon R-Pharm's request, via access to an electronic data room with the rights to download, save and print all the documents, provide to R-Pharm copies of all primary and secondary pre-clinical pharmacological, toxicological, formulation and stability data, either in the Field or outside the Field but having utility in the Field, relating to the development and commercialization of the Product, that comes into Scynexis' possession and control during the term of this Agreement (including, without limitation, such data, studies and materials of

4.4 *Деятельность компании «Сайнексис».* В поддержку Плана разработок на Территории компания «Сайнексис» должна:

(a) Незамедлительно после Даты вступления в силу посредством доступа к электронной комнате данных с правами выгружать, сохранять и печатать все документы предоставить компании «Р-Фарм» доступ к существующей в настоящее время информации относительно Продукта, состоящей из комплекта Заявки IND, применяемой в США, данных Фазы I и вспомогательной доклинической информации, копий всех (или соответствующей части) первичных и вторичных доклинических фармакологических, токсикологических, относящихся к рецептуре и стабильности данных, как в Сфере применения, так и за пределами Сферы применения, но полезных для Сферы применения, относящихся к разработке и коммерческой реализации Продукта, которые находятся во владении и под контролем компании «Сайнексис» (включая, в частности, соответствующие данные, исследования и материалы Стратегических партнеров, в той мере, в которой «Сайнексис» имеет право предоставить их компании «Р-Фарм»);

(b) По запросу компании «Р-Фарм» посредством доступа к электронной комнате данных с правами выгружать, сохранять и печатать все документы предоставлять компании «Р-Фарм» копии всех первичных и вторичных доклинических фармакологических, токсикологических, относящихся к рецептуре и стабильности данных, как в Сфере применения, так и за пределами Сферы применения, но полезных для Сферы применения, относящихся к разработке и коммерческой реализации Продукта, которые поступают во владение и

Strategic Partners, to the extent Scynexis has the right to provide same to R-Pharm);

(c) Supply R-Pharm or its designee(s) with sufficient quantities of Product, manufactured in accordance with cGMP and the Product Specifications, to complete all pre-clinical and clinical studies and all development, analysis, regulatory support, manufacturing and all other Registration-related activities with respect to the Product in which R-Pharm is required to engage by applicable law or regulation until the commercial launch. Sufficient Product to complete Phase II clinical trials and sufficient Compound to complete [*] work pursuant to Section 4.3(a) above shall be supplied [*]. Compound or Product for all other purposes shall be supplied to R-Pharm by Scynexis [*]; and

(d) Negotiate in good faith with Scynexis' licensor, other strategic partners and/or licensees for the Product (collectively, "Strategic Partners") that are relevant to obtain the right (i) to disclose to R-Pharm all Strategic Partners' or Third Party data or information owned by such Strategic Partners that this Agreement contemplates will be shared with R-Pharm to the extent that Scynexis has the right to do so, and (ii) to grant R-Pharm the right to cross-reference regulatory filings owned by such Strategic Partners that are relevant to R-Pharm's obligations under the

под контроль компании «Сайнексис» на протяжении срока действия настоящего Соглашения (включая, в частности, соответствующие данные, исследования и материалы Стратегических партнеров, в той мере, в которой «Сайнексис» имеет право предоставить их компании «Р-Фарм»);

(c) Поставлять компании «Р-Фарм» или ее назначенному лицу (назначенным лицам) достаточные количества Продукта, произведенного в соответствии с правилами cGMP и Спецификациями Продукта, в целях доведения до конца всех доклинических и клинических исследований, а также всех видов деятельности по разработке, анализу, поддержке регулирования, производству, и всех прочих видов деятельности, связанных с Регистрацией в отношении Продукта, которыми компания «Р-Фарм» должна заниматься в силу требований применяемых законов или норм до коммерческого выхода на рынок. Количество Продукта, достаточное для выполнения Фазы II клинических исследований и количество Соединения, необходимое для завершения [*] в соответствии с п. 4.3 (а) выше, должно быть предоставлено [*]; Соединение или Продукт для иных целей должны поставляться компанией «Сайнексис» «Р-Фарм» [*]; и

(d) Добросовестно вести переговоры с лицензиаром компании «Сайнексис», другими стратегическими партнерами и/или лицензиатами Продукта (совместно именуемыми «Стратегические партнеры»), имеющими отношение к обеспечению права (i) на раскрытие компании «Р-Фарм» всех данных или сведений Стратегических партнеров или Третьих сторон, которые принадлежат указанным Стратегическим партнерам и которые, как предусматривает настоящее Соглашение, будут использоваться совместно с «Р-Фарм», в той мере, в которой

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Territory Development Plan.

«Сайнексис» имеет право на указанные действия, и (ii) на предоставление компании «Р-Фарм» права перекрестной ссылки на документы, поданные в целях регулирования, которые принадлежат указанным Стратегическим партнерам и имеют отношение к обязательствам «Р-Фарм» по Плану разработок на Территории.

4.5 *Regulatory Matters.*

4.5 *Вопросы регулирования.*

(a) R-Pharm shall be responsible for preparing and filing INDs, Registration Applications and other regulatory filings for the Product in each country in the Territory through and including Registration, and thereafter shall be responsible for maintaining such Registrations. If data originating from Scynexis is used in any regulatory filing, R-Pharm shall inform Scynexis of such use. All such filings shall be in R-Pharm' name. R-Pharm shall also obtain any export approvals required by the Regulatory Authorities to export Product among the countries of the Territory;

(a) Компания «Р-Фарм» отвечает за подготовку и подачу всех Заявок IND, Заявок на регистрацию и прочих документов, подаваемых в целях регулирования, в отношении Продукта в каждой стране на Территории, вплоть до Регистрации включительно, а в последующем отвечает за поддержание в силе указанных Регистраций. Если данные, исходящие от компании «Сайнексис» использованы для подачи заявлений на получение каких-либо документов, подаваемых в целях регулирования, компания «Р-Фарм» обязана информировать компанию «Сайнексис» о таком использовании. Все указанные документы подаются от имени компании «Р-Фарм». Компания «Р-Фарм» должна также обеспечить любые экспортные разрешения, затребованные Регулирующими органами, в целях экспорта Продукта в страны, расположенные на Территории;

(b) R-Pharm or, where required by applicable law, its designees(s) shall own all INDs, Registration Applications, Registrations and other regulatory filings for the Product in each country in the Territory;

(b) Компания «Р-Фарм» или, в случаях, когда этого требует соответствующий закон, ее назначенное лицо (назначенные лица) являются владельцами всех Заявок IND, Заявок на регистрацию, Регистраций и прочих документов, подаваемых в целях регулирования, в отношении Продукта в каждой стране на Территории.

(c) In order to assist R-Pharm in

(c) В целях содействия компании «Р-Фарм» при выполнении ее обязательств по

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the performance of its obligations under this Section 4.5, Scynexis shall provide R-Pharm or its designee(s), via access to an electronic data room with the rights to download, save and print all the documents, with complete copies (or copies of relevant portions) of, and shall grant R-Pharm or its designee(s) the right to cross-reference, all of Scynexis' and its Strategic Partners' (to the extent Scynexis has the right to provide such information to R-Pharm) INDs, registration applications, registrations or other regulatory filings made or held in any country for all products that contain the Compound as an active ingredient. Scynexis shall execute, acknowledge and deliver such further instruments, and shall do all such other acts, reasonably promptly after R-Pharm's request therefor, that may be necessary or appropriate to effectuate such right; and

(d) R-Pharm shall provide Scynexis with complete copies (or copies of relevant portions) of, and shall grant Scynexis the right to cross reference any INDs, Registration Applications, Registrations or other related data or regulatory filings made or held in each country in the Territory in the name of R-Pharm (or that of its Affiliates), reasonably necessary or useful to enable Scynexis to market products either within the Territory and outside the Field, or outside the Territory. R-Pharm shall execute, acknowledge and deliver such further

настоящему Пункту 4.5, компания «Сайнексис» должна предоставить компании «Р-Фарм» или ее назначенному лицу (назначенным лицам) посредством доступа к электронной комнате данных с правами выгружать, сохранять и печатать все документы (полные копии (или копии соответствующих частей) нижеуказанных документов, и должна предоставить компании «Р-Фарм» или ее назначенному лицу (назначенным лицам) право перекрестной ссылки на все принадлежащие компании «Сайнексис» и ее Стратегическим партнерам (в той мере, в которой «Сайнексис» имеет право предоставлять компании «Р-Фарм» указанную информацию) заявки IND, заявки на регистрацию, документы о регистрации или иные документы в целях регулирования, поданные или хранящиеся в любой стране для всех продуктов, содержащих Соединение в качестве активного ингредиента. Компания «Сайнексис» должна оформить, подтвердить и представить такие дополнительные документы, и должна осуществить все прочие действия, с разумно необходимой быстротой после соответствующего запроса «Р-Фарм», которые могут быть необходимы или уместны для осуществления указанного права; и

(d) компания «Р-Фарм» должна предоставить компании «Сайнексис» полные копии (или копии соответствующих частей) и право ссылаться на следующие документы: любые Заявки IND, Заявки на регистрацию, документы о Регистрации или иные сопутствующие данные или документы в целях регулирования, поданных или хранящихся в любой стране на Территории от имени компании «Р-Фарм» (или ее Аффилированных лиц), разумно необходимые или пригодные для того, чтобы предоставить компании «Сайнексис»

instruments, and shall do all such other acts, all as promptly as possible after Scynexis' request therefor, that may be necessary or appropriate to effectuate such right in each such country. R-Pharm shall also provide such copies and such right to cross reference to any Strategic Partner that grants R-Pharm or its designee(s) the right to cross reference such Strategic Partner's INDs, registration application or other regulatory filings made or held in any country for products that contain the Compound as an active ingredient. If such data is used in any regulatory filing, Scynexis shall inform R-Pharm of such use.

(e) R-Pharm shall keep Scynexis informed as to the status of all regulatory filings made pursuant to this Section 4.5, shall permit Scynexis to review any revisions to any filings or communications with Regulatory Authorities during their preparation and shall confer with Scynexis regarding the preparation of such filings, communications with Regulatory Authorities and other matters pertaining to or affecting the registration process.

(f) In connection with any IND or Registration Application filed by R-Pharm pursuant to this Section 4.5, R-Pharm shall notify Scynexis as soon as reasonably possible of any meeting with the Regulatory Authority in any country in the Territory scheduled by R-

возможность маркетинга продуктов либо в пределах Территории и за пределами Сферы применения, либо за пределами Территории. Компания «Р-Фарм» также должна предоставить такие копии и такое право ссылаться любому Стратегическому партнеру, который предоставляет компании «Р-Фарм» или ее назначенным лицам право ссылаться на любые Заявки IND, Заявки на регистрацию, документы о Регистрации или иные сопутствующие данные или документы в целях регулирования, поданных или хранящихся в любой стране от имени такого Стратегического партнера на продукты, содержащие Соединение как активный ингредиент. Если такие данные использованы компанией «Сайнексис» для подачи заявлений о получении любых документов, подаваемых в целях регулирования, компания «Сайнексис» обязана проинформировать компанию «Р-Фарм» о таком использовании.

(e) Компания «Р-Фарм» должна держать компанию «Сайнексис» в курсе положения дел с представлением всех документов в целях регулирования, осуществляемым согласно настоящему Пункту 4.5, должна позволять компании «Сайнексис» рассматривать любые версии любых представляемых документов или сообщений для Регулирующих органов в ходе их подготовки, и должна советоваться с «Сайнексис» по поводу подготовки указанных представляемых документов, сообщений для Регулирующих органов и иных вопросов, относящихся к процессу регистрации или воздействующих на него.

(f) В связи с любой Заявкой IND или Заявкой на регистрацию, поданной компанией «Р-Фарм» в соответствии с настоящим Пунктом 4.5, компания «Р-Фарм» должна в кратчайший возможный срок уведомить компанию «Сайнексис» о любом

Pharm (which notification shall describe the subject matter of any such meeting), shall permit Scynexis to assist R-Pharm in the preparation for any such meeting, shall permit Scynexis to accompany R-Pharm to any such meeting and, if Scynexis does not attend, shall promptly report to Scynexis in writing the minutes of any such meeting. .

4.6 *Funding.*

(a) Except as otherwise expressly provided in this Agreement, each Party shall bear the entire cost and expense it incurs in connection with fulfillment of its obligations under this Section 4.

4.7 *Liability.* R-Pharm shall be responsible for, and hereby assumes, any and all risks of personal injury or property damage incurred due to R-Pharm's fault in connection with the Territory Development Plan and R-Pharm's work under the Global Development Plan in the Territory.

4.8 *Failure to Progress Development.* In the event Scynexis determines R-Pharm has not made reasonably sufficient progress in the development and commercialization of the Product in any country of the Territory in a manner consistent with its obligations under Section 4, and such failure to make sufficient progress is due to a failure of R-Pharm to apply sufficient financial resources and/or sufficient qualified personnel to the project, then Scynexis shall notify R-Pharm of such determination in writing. R-Pharm shall have

совещании с Регулирующим органом в любой стране на Территории, которое было запланировано компанией «Р-Фарм» (в указанном уведомлении должна быть описана тема любого подобного совещания), должна разрешить компании «Сайнексис» содействовать «Р-Фарм» при подготовке к любому подобному совещанию, должна разрешить компании «Сайнексис» сопровождать «Р-Фарм» на любом подобном совещании, а в случае отсутствия компании «Сайнексис» на совещании компания «Р-Фарм» должна незамедлительно представлять компании «Сайнексис» в письменном виде протокол любого подобного совещания.

4.6 *Выделение денежных средств.*

(a) За исключением случаев, когда иное предусмотрено явно в настоящем Соглашении, каждая Сторона берет на себя все расходы и издержки, которым она подвергается в связи с выполнением своих обязательств по настоящей Статье 4.

4.7 *Ответственность.* Компания «Р-Фарм» отвечает за все нижеуказанные происшествия и настоящим принимает на себя все и любые риски причинения ущерба, наносимого здоровью личности, или имущественного ущерба, который может быть понесен по вине компании «Р-Фарм» в связи с Планом разработок на Территории и работой компании «Р-Фарм» по Глобальному плану разработок на Территории.

4.8 *Недостижение прогресса в разработке.* В случае принятия компанией «Сайнексис» решения о том, что компания «Р-Фарм» не достигла разумно обоснованно существенных успехов при разработке и коммерческой реализации Продукта в какой-либо стране на Территории способом, совместимым с обязательствами «Р-Фарм» по Статье 4, и такое недостижение имело место в силу того,

[*] from receipt of such determination to develop a plan reasonably acceptable to Scynexis to correct such deficiencies. In the event that R-Pharm fails to develop such plan or fails to meet the terms of such plan, Scynexis shall send written notice of its concerns to the Territory Development Committee which shall promptly develop a plan to remedy the situation. If R-Pharm does not implement the plan of the Territory Development Committee, or the implementation fails to remedy the situation to the satisfaction of Scynexis, the CEO of Scynexis and the CEO of R-Pharm shall meet to attempt to resolve the situation. If the CEOs of Scynexis and R-Pharm are unable to resolve the situation, then Scynexis shall have the right, at its option and discretion, to terminate this Agreement pursuant to Section 12.2 or to terminate the license rights granted to R-Pharm in such country; provided, however in the event of such termination by Scynexis, if R-Pharm disputes the termination of the Agreement or license rights, R-Pharm shall have the right to avail itself of the dispute resolution procedures set forth in Section 15.13. [*] shall [*] with regard to the development and commercialization of the Product in the country in which the Agreement or license rights were terminated.

что компанией «Р-Фарм» не были использованы достаточные финансовые ресурсы и/или достаточно квалифицированный персонал для проекта, компания «Сайнексис» уведомляет компанию «Р-Фарм» о таком решении в письменной форме. Компания «Р-Фарм» в течение [*] с даты получения такого уведомления разрабатывает план корректировки таких недоработок, обоснованно приемлемый для компании «Сайнексис». В случае если компания «Р-Фарм» не сможет разработать такой план или не выполнит условия такого плана, компания «Сайнексис» обязана направить уведомление о своих опасениях в Комитет по разработкам на Территории, который должен немедленно разработать план по исправлению ситуации. В случае, если компания «Р-Фарм» не внедрит план, разработанный Комитетом по разработкам на Территории, или такое внедрение не приведет к исправлению ситуации к удовлетворению компании «Сайнексис», Главный исполнительный директор «Сайнексис» и Генеральный директор «Р-Фарм» должны встретиться для разрешения ситуации. В случае если Главный исполнительный директор «Сайнексис» и Генеральный директор «Р-Фарм» не смогут урегулировать ситуацию, компания «Сайнексис» по своему выбору и усмотрению, вправе прекратить действие настоящего Соглашения в соответствии со Статьей 12.2 или прекратить действие лицензий, предоставленных компании «Р-Фарм» в такой стране; при условии, однако, что в случае такого прекращения со стороны «Сайнексис», если компания «Р-Фарм» оспаривает прекращение Соглашения или лицензий, компания «Р-Фарм» вправе воспользоваться процедурой разрешения споров, приведенной в Статье 15.13. [*] обязана [*], понесенные в связи с разработкой и коммерческой реализацией Продукта в стране, в которой Соглашение

4.9 *Transfer of Development/Regulatory Documents and Licensed Technology.*

(a) Within [*] of the Effective Date, the Parties shall enter into a Technology Transfer Plan detailing the transfer of development/regulatory documents and Licensed Technology («Technology Transfer Plan»).

(b) By posting in an electronic data room, and providing access to such data room to R-Pharm, Scynexis shall provide R-Pharm with all existing development and regulatory information relevant to the safety and/or efficacy of the Compound and/or Product, Licensed Technology in the possession or control of Scynexis, which Scynexis has the right to make available to R-Pharm, as well as all such information and Licensed Technology as and when it comes into the possession or control of Scynexis during the Term of this Agreement, in the form of copies of electronic data, relevant documents, and where reasonably necessary, raw data and access to persons with knowledge of such Licensed Technology who are employees or contractors of Scynexis. For a period of one year following the Effective Date, and upon reasonable notice to Scynexis, R-Pharm and its representatives shall be afforded reasonable access during normal business hours, or such other hours as are reasonable under the circumstances, to examine records and documents in Scynexis's possession that are reasonably required or useful for R-Pharm to complete its development and regulatory activities under the Agreement. Scynexis is to provide R-Pharm an access to the Global Patient Safety and Global Regulatory Affairs personnel.

или лицензии были прекращены.

4.9. *Трансфер Документов по разработке/Регуляторных документов и Лицензированной технологии.*

(a) В течение [*] с Даты вступления в силу, Стороны должны заключить План передачи технологий («План передачи технологий»), определяющий передачу документов по разработке/регуляторных документов и Лицензированной технологии.

(b) С помощью размещения в электронной комнате данных и путем предоставления компании «Р-Фарм» доступа к электронной комнате данных, компания «Сайнексис» должна предоставить компании «Р-Фарм» всю существующую документацию по разработке/регуляторную документацию связанную с безопасностью и/или эффективностью Соединения и/или Продукта, Лицензированной технологии, которые находятся во владении или под контролем компании «Сайнексис» и которые компания «Сайнексис» вправе передать компании «Р-Фарм», так же как и информацию и Лицензированную технологию, которые компания «Сайнексис» получит в течение срока действия настоящего Соглашения в форме копий электронных документов, соответствующих документов и там, где это обоснованно необходимо, первичные данные и доступ к лицам, обладающим знанием Лицензированной технологии, которые являются работниками или контрагентами компании «Сайнексис». В течение 1 года, следующего за Датой вступления в силу и по обоснованному уведомлению в адрес компании «Сайнексис» компания «Р-Фарм» и ее представители вправе получить доступ в течение обычного рабочего времени или иного времени, если это обоснованно в связи с существующими обстоятельствами, к проверке документов и записей, находящихся во владении «Сайнексис», которые обоснованно

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

(c) By posting in the electronic data room, R-Pharm shall provide Scynexis with all development and regulatory information relevant to the safety and/or efficacy of the Compound and/or Product, as and when it comes into the the possession or control of R-Pharm during the Term of this Agreement, in the form of copies of electronic data, relevant documents, and where reasonably necessary, raw data and access to persons with knowledge of such Licensed Technology who are employees or contractors of R-Pharm. For a period of one year following the Effective Date, and upon reasonable notice to R-Pharm, Scynexis and its representatives shall be afforded reasonable access during normal business hours, or such other hours as are reasonable under the circumstances, to examine records and documents in R-Pharm's possession that are reasonably required or useful for Scynexis to complete its development and regulatory activities with respect to the Compound. R-Pharm is to provide Scynexis access to its Patient Safety and Regulatory Affairs personnel;

необходимы и полезны компании «Р-Фарм» для завершения деятельности по разработке или регуляторной деятельности в соответствии с Соглашением. Компания «Сайнексис» предоставляет компании «Р-Фарм» доступ к Системе глобальной безопасности пациентов и персоналу отдела Глобальной регуляторной деятельности.

(c) С помощью размещения в электронной комнате данных и путем предоставления компании «Сайнексис» доступа к электронной комнате данных, компания «Р-Фарм» должна предоставить компании «Сайнексис» всю существующую документацию по разработке/регуляторную документацию связанную с безопасностью и/или эффективностью Соединения и/или Продукта, Лицензированной технологии, которые находятся во владении или под контролем компании «Р-Фарм», и которые компания «Р-Фарм» получит в течение срока действия настоящего Соглашения в форме копий электронных документов, соответствующих документов и там, где это обоснованно необходимо, первичные данные и доступ к лицам, обладающим знанием Лицензированной технологии, которые являются работниками или контрагентами компании «Р-Фарм». В течение 1 года, следующего за Датой вступления в силу и по обоснованному уведомлению в адрес компании «Р-Фарм» компания «Сайнексис» и ее представители вправе получить доступ в течение обычного рабочего времени или иного времени, если это обоснованно в связи с существующими обстоятельствами, к проверке документов и записей, находящихся во владении «Р-Фарм», которые обоснованно необходимы и полезны компании «Сайнексис» для завершения деятельности по разработке или регуляторной деятельности в отношении Соединения. Компания «Р-Фарм» предоставляет компании «Сайнексис» доступ к Системе безопасности пациентов и

персоналу отдела Регуляторной деятельности.

(d) Further, the Parties shall post minutes of the Territory Development Committee meetings and Scynexis shall post minutes of the Global Development Committee in such data room.

4.10 *Research and Development Materials.* Within [*] of R-Pharm's request Scynexis shall provide R-Pharm with the Compounds and/or Product and analytical reference standards required for the regulatory submission within the Territory.

4.11 *Technology Transfer for Final Dosage Forms, Fill&Finish at the stage of Commercialization.*

(a) Scynexis shall provide R-Pharm with the Licensed Technology required or useful for manufacturing final dosage forms /fill&finish for [*], developed by Scynexis or in Scynexis's possession or control which Scynexis is permitted to share with R-Pharm.

(b) Scynexis will endeavor to provide R-Pharm expertise and reasonable assistance as may be requested by R-Pharm to achieve its manufacturing objectives related to the [*] /fill&finish manufacturing within the Territory. Such assistance may be provided either directly or through Scynexis' vendors or sub-contractors.

(c) R-Pharm is to provide Scynexis with the technology and R-Pharm Know-How required or useful for manufacturing final dosage forms /fill&finish for [*], developed by

(d) Далее Стороны должны разместить протокол заседания Комитета по разработкам на Территории и «Сайнексис» должен разместить протокол Комитета Глобальных Исследований в электронной комнате данных.

4.10 *Материалы по исследованию и разработке.* В течение [*] с момента запроса компании «Р-Фарм» компания «Сайнексис» должна предоставить компании «Р-Фарм» Соединение и/или Продукт аналитические стандарты, требуемые для регуляторных подач на Территории.

4.11 *Передача технологии для Готовых лекарственных форм, Окончательной фасовки на стадии коммерциализации.*

(a) Компания «Сайнексис» обязана предоставить компании «Р-Фарм» Лицензированную технологию, необходимую и достаточную для производства готовых лекарственных форм / окончательной фасовки для [*], разработанной компанией «Сайнексис» или которой компания «Сайнексис» пользуется или распоряжается и имеет полномочия для передачи «Р-Фарм».

(b) Компания «Сайнексис» будет стремиться предоставить компании «Р-Фарм» компетентную и обоснованную помощь, как может потребоваться компании «Р-Фарм» для достижения производственных целей, относящихся к готовым лекарственным формам / окончательной фасовке для [*] на Территории. Такая помощь может предоставляться как самой компанией «Сайнексис», так и ее подрядчиками.

(c) Компания «Р-Фарм» обязуется предоставить компании «Сайнексис» технологию и Ноу-Хау «Р-Фарм», необходимые и достаточные для производства готовых лекарственных форм /

R-Pharm or in R-Pharm's possession or control which R-Pharm is permitted to share with Scynexis.

(d) R-Pharm will endeavor to provide Scynexis expertise and reasonable assistance as may be requested by Scynexis to achieve its manufacturing objectives related to the [*] /fill&finish manufacturing outside the Territory. Such assistance may be provided either directly or through R-Pharm's vendors or sub-contractors.

4.12 *Technology Transfer Management.*

(a) Each Party shall assign an expert, responsible for the coordination and management of the Technology Transfer process, e.g., an Alliance Manager/Director.

(b) Alliance Managers/Directors from both sides are to be responsible for developing a detailed Technology Transfer Plan, approval of such plan within the Parties, execution of the Technology Transfer Plan, and coordination on any aspects of collaboration between the Parties. Such coordination includes, but is not limited to communication between appropriate expert groups within the Parties, and coordination of the meetings between the expert groups.

5. GRANT OF RIGHTS; MARKETING

5.1 *Development License.* Scynexis hereby grants to R-Pharm, during the term of the Territory Development Plan, such exclusive rights under the Patents, Scynexis' interest in Joint Patent Rights, both valid as of

окончательной фасовки для [*], разработанные компанией «Р-Фарм» или которыми компания «Р-Фарм» пользуется или распоряжается и имеет полномочия для передачи компании «Сайнексис».

(d) Компания «Р-Фарм» будет стремиться предоставить компании «Сайнексис» компетентную и обоснованную помощь, как может потребоваться компании «Сайнексис» для достижения производственных целей, относящихся к готовым лекарственным формам / окончательной фасовке для [*] на Территории. Такая помощь может предоставляться как самой компанией «Р-Фарм», так и ее подрядчиками.

4.12 *Управление передачей технологии.*

Каждая Сторона должна назначить эксперта, ответственного за координацию и управление процессом передачи технологии, например, партнерского менеджера/директора.

Партнерские менеджеры/Директора с обеих Сторон несут ответственность за разработку детализированного Плана передачи технологий, одобрение указанного Плана Сторонами, исполнение Плана передачи технологий координацию любых аспектов взаимодействия между Сторонами. Такое взаимодействие включает, но не ограничивается, взаимодействием между экспертными группами внутри Сторон, координация встреч между экспертными группами.

5. ПРЕДОСТАВЛЕНИЕ ПРАВ; МАРКЕТИНГ.

5.1 *Лицензия на разработку.*

Компания «Сайнексис» настоящим предоставляет компании «Р-Фарм», на протяжении Срока действия настоящего Соглашения, исключительные права в отношении Патентов, прав «Сайнексис» в

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the Effective date of this Agreement and as are created within the Term of this Agreement, in the Field, in the Territory, to conduct the Territory Development Plan and to meet its obligations under the Global Development Plan. Scynexis hereby grants to R-Pharm a non-exclusive, royalty-bearing license under the Scynexis Know-How and Scynexis's interest in the Joint Know-How, both valid as of the Effective date of this Agreement and as are created within the Term of this Agreement, to conduct the Territory Development Plan and to meet its obligations under the Global Development Plan. The foregoing licenses shall include the right to grant sublicenses to the extent necessary to allow R-Pharm to meet R-Pharm's obligations under the Territory Development Plan or the Global Development Plan.

5.2 Commercialization License. Scynexis hereby grants to R-Pharm an exclusive (even as to Scynexis), royalty-bearing license under the Patents, Scynexis's interest in any Joint Patent Rights, both valid as of the Effective date of this Agreement and as are created within the Term of this Agreement to research, develop, use, make or have made (from Compound supplied by Scynexis or its licensee), offer to sell, sell, market, distribute, export within the Territory and/or import the Product for use in the Field in the Territory during the Term of this Agreement. Scynexis hereby grants to R-Pharm a non-exclusive, royalty-bearing license under the Scynexis Know-How and Scynexis's

Совместных патентных правах как действующих на Дату вступления в силу настоящего соглашения, так и созданных в течение срока действия настоящего Соглашения, в Сфере действия, на Территории, для осуществления Плана разработок на Территории и для выполнения обязательств «Р-Фарм» по Глобальному плану разработок. «Сайнексис» настоящим предоставляет компании «Р-Фарм» неисключительную лицензию с уплатой роялти по Ноу-хау «Сайнексис» и правам «Сайнексис» в Совместном Ноу-Хау как действующих на Дату вступления в силу настоящего соглашения, так и созданных в течение срока действия настоящего Соглашения, для осуществления Плана разработок на Территории и для выполнения обязательств «Р-Фарм» по Глобальному плану разработок. Вышеупомянутые лицензии включают в себя право предоставления sublicензий в пределах, необходимых для того, чтобы позволить компании «Р-Фарм» выполнить свои обязательства в соответствии с Планом разработок на Территории или Глобальным планом разработок.

5.2 Лицензия на коммерческую реализацию. Компания «Сайнексис» настоящим предоставляет компании «Р-Фарм» исключительную (даже в отношении «Сайнексис») лицензию с уплатой роялти в отношении Патентов, прав «Сайнексис» в отношении любых Совместных патентных прав как действующих на Дату вступления в силу настоящего соглашения, так и созданных в течение срока действия настоящего Соглашения, на исследование, разработку, использование, изготовление или осуществленное изготовление (из Соединения, поставленного компанией «Сайнексис» или ее лицензиатами), предложение для продажи, продажу, вывод

interest in the Joint Know-How, to research, develop, use, make or have made (from Compound supplied by Scynexis or its licensee), offer to sell, sell, market, distribute, export within the Territory and/or import the Product for use in the Field in the Territory during the Term. With respect to any Patent that may issue in any country within the Territory during the term of this Agreement, a statement referencing the exclusive license granted to R-Pharm pursuant to this Section shall, to the extent required by applicable laws or regulations, be registered with the patent office or other such government agency in such country at R-Pharm's cost, as soon as is practically possible after the issuance of the respective Patent. Scynexis hereby agrees that it will execute such documents and instruments as may be required to effect the registration of such statement and otherwise cooperate with R-Pharm in connection with the registration of such statement as aforesaid. Without derogating from the foregoing, each Party agrees, without demanding any further consideration, to execute all documents reasonably requested by the other Party (including short-form agreements) to effect recordation of the license relationship between the Parties created by this Agreement, to the extent required by applicable laws or regulations. The foregoing licenses shall include the right to (i) sublicense to Third Party manufacturers, (ii) sublicense to Affiliates and (iii) subject to the prior written consent of Scynexis, sublicense to other Third Parties.

на рынок, дистрибуцию, экспорт в пределах Территории и/или импорт Продукта для использования в Сфере применения на Территории на протяжении Срока действия настоящего Соглашения. «Сайнексис» настоящим предоставляет компании «Р-Фарм» неисключительную лицензию с уплатой роялти по Ноу-хау «Сайнексис» и правам «Сайнексис» в отношении Совместных Ноу-Хау на исследование, разработку, использование, изготовление или осуществленное изготовление (из Соединения, поставленного компанией «Сайнексис» или ее лицензиатами), предложение для продажи, продажу, вывод на рынок, дистрибуцию, экспорт в пределах Территории и/или импорт Продукта для использования в Сфере применения на Территории на протяжении Срока действия. В отношении любого Патента, который может возникнуть в любой стране в пределах Территории на протяжении срока действия настоящего Соглашения, заявление, ссылающееся на исключительную лицензию, предоставленную компании «Р-Фарм» на основании настоящего Пункта, должно, в той мере, в которой этого требуют соответствующие законы или нормы, быть зарегистрировано в патентном бюро или ином аналогичном государственном учреждении в указанной стране за счет «Р-Фарм», в кратчайший осуществимый срок после выдачи соответствующего Патента. Компания «Сайнексис» настоящим соглашается с тем, что она оформит документы и инструменты, которые могут потребоваться для осуществления регистрации указанного заявления, и в ином отношении будет сотрудничать с «Р-Фарм» в связи с вышеуказанной регистрацией указанного заявления. Не отменяя вышеизложенного, каждая Сторона соглашается, не требуя никакого дополнительного вознаграждения, оформлять

все документы, обоснованно затребованные другой Стороной (включая краткие формы соглашения) для осуществления регистрации лицензионных договорных отношений между Сторонами, созданных настоящим Соглашением, в той мере, в которой этого требуют соответствующие законы или нормы. Вышеупомянутые лицензии включают в себя право (i) предоставления sublicензий Третьим сторонам производителям, (ii) предоставления sublicензий Аффилированным лицам и (iii) предоставления sublicензий любым Третьим сторонам при условии предварительного письменного согласия компании «Сайнексис».

5.3 Commercialization License Limitation. Notwithstanding the foregoing, Scynexis' retains its exclusive right to manufacture the Compound. R-Pharm acknowledges that this Agreement does not grant R-Pharm a license to use the Licensed Technology to manufacture the Compound after the commercial launch of the Product. Any efforts of R-Pharm to manufacture the Compound shall constitute a material breach of this Agreement permitting Scynexis the right, at its option and discretion, to immediately terminate this Agreement pursuant to Section 12.2.

5.4 Covenant Not to Further License in Territory in Field. Scynexis hereby covenants and agrees that it shall not grant any right or license to any Third Party under the Scynexis Know-how or Scynexis's interest in any Joint Know-how, to research, develop, use, make, have made, offer to sell, sell, export within the Territory and/or import the Product for use in the Field in the Territory during the Term.

5.3. Ограничение лицензии на коммерциализацию. Вне зависимости от вышеизложенного компания «Сайнексис» сохраняет исключительное право на производство Соединения. Компания «Р-Фарм» признает, что настоящее Соглашение не предоставляет компании «Р-Фарм» право использовать Лицензированную технологию для производства Соединения после коммерческого запуска Продукта. Любые усилия компании «Р-Фарм» по производству Соединения представляют собой существенное нарушение Соглашения, предоставляющее компании «Сайнексис» право, по ее усмотрению, немедленно расторгнуть настоящее Соглашение в соответствии со Статьей 12.2.

5.4 Обязательство не предоставлять дополнительные лицензии на Территории в Сфере применения. Компания «Сайнексис» настоящим обязуется и соглашается на предоставлять никаких прав или лицензий никакой Третьей стороне по Ноу-хау «Сайнексис» или правам «Сайнексис» на Совместное Ноу-Хау на исследование, разработку, использование, изготовление,

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Scynexis hereby covenants and agrees that it shall not use by itself the Scynexis Know-how or Scynexis's interest in any Joint Know-how for the purpose of research, development, usage, making, having made, offering to sell, sale export within the Territory and/or import the Product for use in the Field in the Territory during the Term. Provided, however, Scynexis may grant licenses to Third Parties for the Scynexis Know-how, and may use by itself, the Scynexis Know-how, solely for the purposes of implementing the Territory Development Plan.

5.5 R-Pharm and its Affiliates shall not, and shall use commercially reasonable efforts to ensure that their Agents and representatives do not, practice or sublicense Scynexis Patent Rights and/or Scynexis Know-how outside the scope of the license granted in this Section 5.

5.6 *Grantback Rights.* Subject to the terms and conditions of this Agreement, and further subject to Section 4.3(a), R-Pharm hereby grants to Scynexis an exclusive (but not including R-Pharm and its Affiliates), paid-up license under any patents or know-how that embody or relate to R-Pharm Inventions, R-Pharm's interest in any Joint Patent Rights, R-Pharm Know-how and R-Pharm's interest in

осуществленное изготовление, предложение для продажи, продажу, экспорт в пределах Территории и/или импорт Продукта для использования в Сфере применения на Территории на протяжении Срока действия. Компания «Сайнексис» настоящим обязуется и соглашается на использовать самостоятельно Ноу-хау «Сайнексис» или права «Сайнексис» на Совместное Ноу-Хау для целей исследования, разработки, использования, изготовления, осуществленного изготовления, предложения для продажи, продажи, экспорта в пределах Территории и/или импорта Продукта для использования в Сфере применения на Территории на протяжении Срока действия. При этом компания «Сайнексис» вправе предоставлять лицензии на Ноу-Хау «Сайнексис» Третьим Сторонам и может использовать Ноу-Хау «Сайнексис» самостоятельно только для целей внедрения Плана разработки на Территории.

5.5. Компания «Р-Фарм» и ее Аффилированные лица не должны самостоятельно и должны использовать все коммерчески обоснованные усилия, чтобы обеспечить, что их Агенты и представители не используют и не передают по sublicензии Патентные права «Сайнексис» и/или «Ноу-Хау «Сайнексис» за пределами действия лицензий, предоставленных настоящей Статьей 5.

5.6 *Обратная передача прав.* При соблюдении условий настоящего Соглашения и если это не противоречит Статье 4.3 (а), компания «Р-Фарм» настоящим предоставляет компании «Сайнексис» исключительную (но не включая «Р-Фарм» и ее Аффилированные лица), оплаченную лицензию по любым патентам или ноу-хау, воплощающим или относящимся к

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Joint Know-how that are owned or controlled, in whole or in part, by R-Pharm or its Affiliates and relate specifically to the Compound and/or the Product (including R-Pharm Inventions and Joint Inventions) and are not of general utility : (i) to develop, make, have made, use, offer to sell, sell and have sold Products with applications outside the Field for all purposes worldwide (including, without limitation, within the Territory), and (ii) to develop, make, have made, use, offer to sell, sell and have sold Products with applications within the Field for all purposes outside the Territory. The foregoing licenses shall include the right to grant sublicenses. As to such Inventions which are of a general utility, subject to the terms and conditions of this Agreement, R-Pharm hereby grants to Scynexis a non-exclusive, paid-up license under any patents or know-how that embody or relate to R-Pharm Inventions, R-Pharm's interest in Joint Inventions, R-Pharm's Know-how and R-Pharm's interest in Joint Know-how that are owned or controlled by R-Pharm or its Affiliates and relate specifically to the Compound and/or the Product (including R-Pharm Inventions and Joint Inventions): (i) to develop, make, have made, use, offer to sell, sell and have sold Products with applications outside the Field for all purposes worldwide (including, without limitation, within the Territory), and (ii) to develop, make, have made, use, offer to sell, sell and have sold Products with applications within the Field for all purposes outside the Territory. The foregoing licenses shall include the right to grant sublicenses.

Изобретениям «Р-Фарм», правам «Р-Фарм» в Совместных патентных правах, Ноу-Хау «Р-Фарм» и правах «Р-Фарм» на Совместное Ноу-Хау, которые принадлежат компании «Р-Фарм» или ее Аффилированным лицам либо контролируются ими в целом или в части и относятся конкретно к Соединению и/или Продукту (включая Изобретения «Р-Фарм» и Совместные изобретения), а также не являются универсальными: (i) на разработку, изготовление, осуществленное изготовление, использование, предложение для продажи, продажу и осуществленную продажу продуктов с областью применения за пределами Сферы применения для всех целей по всему миру (в том числе, в частности, в пределах Территории), и (ii) на разработку, изготовление, осуществленное изготовление, использование, предложение для продажи, продажу и осуществленную продажу Продуктов с областью применения в пределах Сферы применения для всех целей за пределами Территории. Вышеупомянутые лицензии включают в себя право предоставления sublicензий. В отношении Изобретений, являющихся универсальными, при соблюдении условий настоящего Соглашения, компания «Р-Фарм» настоящим предоставляет компании «Сайнексис» неисключительную оплаченную лицензию по любым патентам или ноу-хау, воплощающим или относящимся к Изобретениям «Р-Фарм», правам «Р-Фарм» в Совместных патентных правах, Ноу-Хау «Р-Фарм» и правах «Р-Фарм» на Совместное Ноу-Хау которые принадлежат компании «Р-Фарм» или ее Аффилированным лицам либо контролируются ими и относятся конкретно к Соединению и/или Продукту (включая Изобретения «Р-Фарм» и Совместные изобретения): (i) на разработку, изготовление, осуществленное изготовление, использование, предложение для продажи, продажу и осуществленную продажу

продуктов с областью применения за пределами Сферы применения для всех целей по всему миру (в том числе, в частности, в пределах Территории), и (ii) на разработку, изготовление, осуществленное изготовление, использование, предложение для продажи, продажу и осуществленную продажу Продуктов с областью применения в пределах Сферы применения для всех целей за пределами Территории. Вышеупомянутые лицензии включают в себя право предоставления sublicензий.

5.7 Marketing Obligations, Rights. R-Pharm shall use all commercially reasonable efforts to market and distribute the Product in the Territory. In connection therewith, R-Pharm shall dedicate resources to marketing the Product that are consistent with the resources that would typically be dedicated to novel compounds that have pricing, volume and marketing potentials similar to those of the Product. Scynexis, either itself and/or by and through its Affiliates, shall have the right, but not the obligation, to engage, at its sole option and discretion, in all marketing, advertising, promotional, launch and sales activities in connection with such efforts. R-Pharm shall determine, in its sole discretion, the pricing, discounting policy and other commercial terms relating to Products.

5.7 Обязательства и права по маркетингу. Компания «Р-Фарм» должна принимать все коммерчески обоснованные меры для маркетинга и распространения Продукта на Территории. В связи с этим «Р-Фарм» должна выделять для маркетинга Продукта ресурсы, сопоставимые с ресурсами, обычно выделяемыми для новых соединений, обладающих потенциалами ценообразования, объема и маркетинга, аналогичными соответствующим потенциалам Продукта. Компания «Сайнексис», самостоятельно и/или посредством и при помощи своих Аффилированных лиц, имеет право, но не обязана, исключительно по своему выбору и на свое усмотрение, заниматься всеми видами деятельности по маркетингу, рекламе, стимулированию сбыта, выходу на рынок и продажам в связи с вышеуказанными мерами. Компания «Р-Фарм» определяет, исключительно на свое усмотрение, ценообразование, порядок предоставления скидок и прочие коммерческие условия в отношении Продуктов.

5.8 Use of the Scynexis Name. Scynexis and R-Pharm agree that the packaging and promotional materials for the Product marketed by R-Pharm shall identify Scynexis as developer and licensor, to the extent that R-

5.8 Использование наименования «Сайнексис». Компании «Сайнексис» и «Р-Фарм» согласны с тем, что в упаковочных и рекламных материалах для Продукта, маркетинг которого осуществляет «Р-Фарм», компания «Сайнексис» должна быть указана

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Pharm can reasonably accommodate same. R-Pharm hereby acknowledges Scynexis' ownership of the Scynexis name. Scynexis hereby agrees to indemnify and hold R-Pharm harmless from any use hereunder of the Scynexis name in connection with Product in the Territory which occurs with the consent of Scynexis, provided that R-Pharm provides Scynexis prompt notice of any such claim and grants to Scynexis the exclusive ability to defend (with the reasonable cooperation of R-Pharm) and settle any such claim. If only one name is allowed pursuant to governmental laws or regulations, then R-Pharm may use its name alone, without identifying Scynexis as developer and licensor.

в качестве разработчика и лицензиара, в той степени, в которой «Р-Фарм» может это обеспечить при помощи разумных мер. «Р-Фарм» настоящим признает право собственности компании «Сайнексис» на наименование «Сайнексис». Компания «Сайнексис» настоящим соглашается обеспечить компании «Р-Фарм» возмещение ущерба и освобождение от ответственности по любому использованию наименования «Сайнексис» на основании настоящего Соглашения в связи с Продуктом на Территории, которое имеет место с согласия компании «Сайнексис», при условии, что «Р-Фарм» подаст компании «Сайнексис» незамедлительное уведомление о любой подобной претензии и предоставляет компании «Сайнексис» исключительную возможность оспаривать права истца (при разумно необходимом содействии со стороны «Р-Фарм») и урегулировать любую подобную претензию. «Р-Фарм», как указано выше. Если по государственным законам или нормам допустимо только одно наименование, то компания «Р-Фарм» может использовать только свое наименование, не указывая «Сайнексис» в качестве разработчика и лицензиара.

5.9 *Export Control.* This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States of America or other countries which may be imposed upon or related to Scynexis or R-Pharm from time to time. Each party agrees that it will not export, directly or indirectly, any technical information acquired from the other party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other

5.9 *Экспортный контроль.* Настоящее Соглашение заключено при условии соблюдения любых ограничений, которые касаются экспорта продукции или технической информации из Соединенных Штатов Америки или иных стран и могут время от времени налагаться на компании «Сайнексис» или «Р-Фарм» либо относиться к ним. Каждая сторона соглашается с тем, что она не будет экспортировать, прямо или косвенно, никакую техническую информацию, полученную от другой стороны по настоящему Соглашению, а также никакие продукты, использующие указанную техническую информацию, в такое местоположение или таким способом, для

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governmental entity.

которых на момент экспорта требуется экспортная лицензия или иное правительственное разрешение, не получив предварительно письменного согласия на указанные действия от соответствующего агентства или иного органа государственной власти.

5.10 *Trademarks.* R-Pharm shall market the Product throughout the Territory under a trademark or trademarks (collectively, the "Trademark") selected by the Territory Development Committee. Scynexis shall own all right, title and interest in and to such Trademark, Scynexis shall grant to R-Pharm an exclusive (even as to Scynexis and its Affiliates) license under the Trademarks to research, develop, use, make or have made (from Compound supplied by Scynexis or its licensee), offer to sell, sell, market, distribute, export within the Territory and/or import the Product for use in the Field in the Territory pursuant to use conditions reasonable acceptable to the Parties, including that the license to use such Trademark shall terminate upon the termination of any license to the Patents hereunder. Scynexis will cooperate with R-Pharm to allow R-Pharm to register such Trademark license agreement with the relevant authority of the countries of the Territory where such registration is mandatory. [*] The foregoing licenses shall include the right to sublicense to the extent necessary to allow R-Pharm to have Third Parties (i) produce marketing, information or promotional materials for the Product and/or (ii) apply the Trademarks to the Products.

5.10 *Товарные знаки.* Компания «Р-Фарм» должна осуществлять маркетинг Продукта на Территории под товарным знаком или товарными знаками (совместно именуемыми «Товарный знак»), выбранными Комитетом по разработкам на Территории. Компании «Сайнексис» будут принадлежать все права, правовые титулы и имущественные права на указанный Товарный знак и в его отношении. Компания «Сайнексис» должна предоставить компании «Р-Фарм», исключительную (даже в отношении «Сайнексис» и ее Аффилированных лиц) лицензию в отношении Товарных знаков на исследование, разработку, использование, изготовление или осуществленное изготовление (из Соединения, поставленного компанией «Сайнексис» или ее лицензиатами), предложение для продажи, продажу, вывод на рынок, дистрибуцию, экспорт в пределах Территории и/или импорт Продукта в соответствии с условиями использования обоснованно приемлемыми для Сторон, включая то, что лицензия на использование такого Товарного знака прекращается при прекращении любой лицензии на Патенты по настоящему Соглашению. Компания «Сайнексис» будет взаимодействовать с компанией «Р-Фарм» с тем, чтобы компания «Р-Фарм» могла зарегистрировать такое соглашение о предоставлении лицензии на Товарный знак в соответствующих уполномоченных органах государств Территории, где такая регистрация обязательна. [*] Вышеуказанные лицензии включают право предоставлять

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сублицензии в пределах, необходимых для предоставления компании «Р-Фарм» возможности привлекать Третьих сторон для (a) производства маркетинговых, информационных материалов или материалов для продвижения для Продукта и/или (ii) наносить Товарные знаки на Продукты.

5.11 Adverse Reaction Reporting.

(a) Each Party shall record, evaluate, summarize and review all adverse drug experiences associated with the Compound and the Product. In order that each Party may be fully informed of the adverse drug experiences associated therewith that are known to the other Party, each Party shall report:

In the case of Scynexis, to:

SCYNEXIS, Inc.
3501C Tricenter Blvd.
Durham, NC 27713
USA
Attention: _____
E-mail: katyna.borroto-esoda@scynexis.com
Facsimile No.: _____
Telephone No.: +1 919. 237.4431

In the case of R-Pharm, to:

Attention: Sergey Grishin, MD, PhD
Head of Drug Safety and Pharmacovigilance
E-mail: safety@rpharm.ru
sa.grishin@rpharm.ru
Facsimile No.: +7-495-956-79-37

5.11 Сообщение о нежелательных побочных реакциях.

(a) Каждая Сторона должна протоколировать, оценивать, обобщать и анализировать все нежелательные побочные реакции, связанные с Соединением и Продуктом. Чтобы обеспечить возможность полного информирования каждой Стороны о соответствующих нежелательных побочных реакциях, известных другой Стороне, каждая Сторона должна сообщать:

В случае компании «Сайнексис», по адресу:

Сайнексис Инк.
3501C Tricenter Blvd.
Durham, NC 27713
США
Вниманию: _____
E-mail: katyna.borroto-esoda@scynexis.com
№ факса: _____
№ телефона: +1 919. 237.4431

В случае компании «Р-Фарм», по адресу:

Вниманию: Сергей Гришин, MD, PhD
Руководитель отдела безопасности лекарственных средств
E-mail: safety@rpharm.ru

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Telephone No.: +7-963-683-05-71

sa.grishin@rpharm.ru

№ факса: +7-495-956-79-37

№ телефона: +7-963-683-05-71

all "adverse events," as defined by the then current International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use ("ICH") guidelines, involving the Compound and/or the Product (all such reports, "AE Reports"). "Serious" adverse events, as defined by the then current ICH guidelines, shall be reported to the other Party within [*] (if the event is fatal or life-threatening) or [*] (if otherwise) after a Party's (a "reporting Party") becoming aware of such an event and shall either be reported by email, or by facsimile or telephone if email is not available. The reporting Party shall report on a quarterly basis all other adverse events that are known to the reporting Party through either the receipt of clinical study documentation or post-market surveillance. In addition, the reporting Party shall report all known instances of use of the Product during pregnancy. In any event, each Party shall promptly notify the other of any complaint received by such Party in sufficient detail and in sufficient time to allow the responsible Party to comply with any and all regulatory requirements imposed upon it in any country in the Territory. Each Party shall also advise the other of any regulatory developments (e.g., proposed recalls, labeling and other registrational dossier changes, etc.) affecting the Compound or the Product in any country in the Territory.

обо всех «нежелательных явлениях», согласно определению, приведенному в действующих на тот момент указаниях Международной конференции по гармонизации технических требований к регистрации фармацевтических продуктов, предназначенных для применения человеком («ICH»), касающихся Соединения и/или Продукта (все указанные сообщения именуются «Сообщения о НЯ»). О «серьезных» нежелательных явлениях, согласно определению, приведенному в действующих на тот момент указаниях ICH, следует сообщать другой Стороне в течение [*] (если данное явление имеет смертельный исход или угрожает жизни) или [*] (в иных случаях) после того, как Сторона («отчитывающейся Стороне») станет известно об указанном явлении, при этом сообщение должно быть подано по электронной почте, а при невозможности сообщения по электронной почте – по факсу или по телефону. Отчитывающаяся Сторона должна на ежеквартальной основе представлять отчет обо всех нежелательных явлениях, известных отчитывающейся Стороне либо в связи с получением документации о клинических исследованиях, либо в связи с послепродажным наблюдением. Кроме того, отчитывающаяся Сторона должна незамедлительно уведомлять другую Сторону обо всех известных случаях использования Продукта во время беременности. В любом случае, каждая Сторона должна незамедлительно уведомлять другую Сторону обо всех жалобах, полученных указанной Стороной, с достаточными подробностями и в

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достаточный срок для того, чтобы позволить ответственной Стороне соблюдать все и любые требования регулирующих органов, установленные для нее в любой стране на Территории. Каждая Сторона также должна сообщать другой Стороне о любых изменениях в регулировании (например, о предложениях по отзыву продукции, об изменениях в маркировке и иных изменениях в регистрационном досье, и пр.), воздействующих на Соединение или Продукт, в любой стране на Территории.

(b) R-Pharm shall comply with all laws, regulations, and guidelines in the Territory pertaining to adverse events and the reporting thereof, as well as other aspects of pharmacovigilance. R-Pharm shall be responsible for all communications with any government agencies in the Territory with respect to these matters and other reporting obligations. R-Pharm is entitled to delegate its obligations set forth in present Section to its subcontractors, provided, however, in no event shall such delegation relieve R-Pharm of its obligations under this Section.

(b) Компания «Р-Фарм» должна соблюдать все законы, нормы и указания, действующие на Территории, в отношении нежелательных явлений и сообщения о них, а также прочих аспектов фармакологического надзора. Компания «Р-Фарм» отвечает за все контакты с любыми государственными агентствами на Территории в отношении указанных вопросов и иных обязательств по отчетности. Компания «Р-Фарм» вправе передавать свои обязанности, указанные в настоящем Пункте, своим субконтракторам, что не освобождает «Р-Фарм» от обязательств, изложенных в настоящем пункте.

(c) The details of adverse reaction reporting during the development stage and thereafter shall be stipulated in a separate agreement to be entered into by the Parties in due course.

(c) Подробности относительно отчетности о нежелательных побочных реакциях на стадии разработки и впоследствии должны быть оговорены в отдельном соглашении, которое должно быть заключено Сторонами в надлежащий срок.

5.12 [*/]. Notwithstanding anything to the contrary set forth herein, for any and every [*/] which [*/], [*/] shall have the right, but not the obligation, to [*/] by giving notice to [*/] of its intention to [*/] within [*/] of the [*/], and [*/] in connection with this Agreement (including [*/] to [*/] for [*/] and [*/]) [*/] of such [*/] for the Product [*/] of the Territory for the Product.

5.13 [*/]. Несмотря ни на какие противоположные положения настоящего Соглашения, для каждой и любой [*/], которая [*/] имеет право, но не обязана [*/] посредством подачи в адрес компании «Р-Фарм» уведомления о своем намерении [*/] в течение [*/] после [*/], и [*/] (включая [*/] на [*/] и [*/]) [*/] такой [*/] для Продукта, [*/]

For the [*] in accordance with the rules set forth in the previous sentences shall [*] as to [*] and [*]. The [*] shall be [*], provided however that the [*] shall not be [*].

Территории для Продукта. Для [*] в соответствии с правилами, установленными в предыдущем предложении, должна быть [*], если [*] и [*]. [*] должна быть [*], при условии, однако, что [*] не может быть [*].

6. DEVELOPMENT MILESTONES; ROYALTIES AND SALES MILESTONES

6.1 *Payments to Scynexis.* In consideration of the licenses and other rights granted to R-Pharm under this Agreement by Scynexis, R-Pharm shall pay to Scynexis the Development Milestones, Royalties and Sales Milestones set forth herein.

6.2 *Development Milestones.* R-Pharm shall make the following Development Milestone payments as a part of license payments paid in consideration for the exclusive licenses granted herein upon the first occurrence of each event set forth below:

- (a) US\$[*] upon [*]; and
- (b) US\$[*] upon [*].

6.3 Royalty Payments.

(a) In consideration for the licenses granted herein, including the use of the Patents, Scynexis Inventions (including Joint Inventions) and Scynexis Know-how, and subject to the terms and conditions of this Agreement, R-Pharm shall pay to Scynexis a royalty, commencing on the First Commercial Sale by R-Pharm or its Affiliates, on a country-

6. ЭТАПЫ РАЗРАБОТКИ; РОЯЛТИ И ЭТАПЫ ПРОДАЖ.

6.1 *Платежи в адрес «Сайнексис».* В качестве вознаграждения за лицензии и иные права, предоставленные компании «Р-Фарм» по настоящему Соглашению компанией «Сайнексис», компания «Р-Фарм» должна выплатить компании «Сайнексис» указанные ниже суммы по Этапам разработки, Роялти и Этапам продаж.

6.2 *Платежи по Этапам разработки.* Компания «Р-Фарм» должна осуществить следующие платежи по Этапам разработки как часть лицензионных платежей за предоставление исключительных прав по настоящему Соглашению после первого наступления каждого из указанных ниже событий:

- (a) [*] долларов США после [*]; и
- (б) [*] долларов США после [*].

6.3 Роялти.

(a) В качестве встречного удовлетворения за предоставление лицензий по настоящему Соглашению, включая использование Патентов, Изобретений «Сайнексис» (включая Совместные изобретения) и Ноу-хау «Сайнексис», в соответствии с условиями настоящего Соглашения, компания «Р-Фарм» обязана уплачивать компании «Сайнексис»

by-country and Product-by-Product basis, for sales of Product in the Territory, in an amount equal to

(i) In consideration for the exclusive rights granted herein, [*] of the aggregate Net Sales by R-Pharm and its Affiliates of all units of Product that fall within the claims of Patents issued in a relevant country within the Territory and continuing until the later of: (i) [*] from the first Registration of the Product in such country within the Territory; or (ii) the last to expire of the Patents in such country within the Territory; and

(ii) In consideration for the non-exclusive rights granted herein [*] of the aggregate Net Sales by R-Pharm and its Affiliates of all units of Product that do not fall within the claims of Patents issued in a relevant country within the Territory and continuing until [*] from the first Registration of the Product in such country within the Territory. For the avoidance of doubt Parties acknowledge and agree that in the countries within the Territory where R-Pharm shall pay the royalty payments for the exclusive rights the royalty payments for the non-exclusive rights shall not be paid.

(b) Payments due under this Section 6.3 shall be deemed to accrue when Product is shipped or billed, whichever event shall first occur.

6.4 *Sales Milestones.* R-Pharm shall pay to Scynexis Sales Milestones as a part of

роялти, начиная с даты Первой коммерческой продажи компанией «Р-Фарм» или ее Аффилированными лицами, по каждому Продукту и в каждой стране, за продажи Продукта на Территории, в размере, равном:

(i) в качестве встречного удовлетворения за предоставление исключительных прав [*] от совокупного Чистого объема продаж компанией «Р-Фарм» и ее Аффилированными лицами любых видов Продуктов, которые подпадают под действие Патентов, выданных в соответствующей стране на Территории; роялти уплачиваются до наиболее поздней из следующих дат: [*] от даты первой Регистрации Продукта в такой стране на Территории; или (ii) истечения срока действия последнего из Патентов в такой стране на Территории; и

(ii) в качестве встречного удовлетворения за предоставление неисключительных прав [*] от совокупного Чистого объема продаж компанией «Р-Фарм» и ее Аффилированными лицами любых видов Продуктов, которые не подпадают под действие Патентов, выданных в соответствующей стране на Территории; роялти уплачиваются до истечения [*] от даты первой Регистрации Продукта в такой стране на Территории. Во избежание сомнений Стороны признают и соглашаются, что в тех странах внутри Территории, где компания «Р-Фарм» должна уплачивать роялти за предоставление исключительных прав, роялти за предоставление неисключительных прав не подлежат оплате.

(b) обязанность по уплате платежей в соответствии с настоящим Пунктом 6.3 считается возникшей с наиболее ранней из следующих дат: в случае если Продукт отгружен или в отношении него выставлен счет.

6.4 *Платежи по Этапам продаж.* Компания «Р-Фарм» должна осуществлять

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license payments paid in consideration for the exclusive licenses granted herein as follows:

(a) US\$[*] upon the achievement of cumulative Net Sales of US\$[*] within the Territory; and

(b) US\$[*] upon the achievement of cumulative Net Sales of US\$[*] within the Territory.

(c) *Payments to the third parties.* R-Pharm is not obliged to pay royalty or any other payments to Scynexis or any third parties unless such payments are directly set forth in this Agreement.

7. PAYMENTS AND REPORTS.

7.1 Payments.

(a) Beginning with the calendar quarter in which the First Commercial Sale is made in the Territory and for each calendar quarter thereafter, R-Pharm shall submit a statement, Product-by-Product and country-by-country, of the amount of Net Sales during such quarter and the amount of royalties due on such Net Sales. Each such statement shall be submitted quarterly within [*] after the end of each calendar quarter. Upon receipt of such statement, Scynexis shall issue an invoice via email or other electronic medium for the payment of the corresponding Royalties. R-Pharm shall pay such Royalties within [*] of receipt of the invoice submitted electronically.

платежи в адрес компании «Сайнексис» по Этапам продаж как часть лицензионных платежей за предоставление исключительных прав по настоящему Соглашению следующим образом:

(a) [*] долларов США после достижения совокупного Чистого объема продаж в размере [*] долларов США в пределах Территории; и

(b) [*] долларов США после достижения совокупного Чистого объема продаж в размере [*] долларов США в пределах Территории.

6.5. *Платежи третьим лицам.* Компания «Р-Фарм» не несет обязанности по уплате каких-либо роялти или иных платежей в адрес компании «Сайнексис» или любых третьих лиц помимо тех платежей, которые прямо указаны в настоящем Соглашении.

7. ПЛАТЕЖИ И ОТЧЕТЫ.

7.1 Платежи.

(a) Начиная с календарного квартала, в котором осуществлена Первая коммерческая продажа на Территории, и для каждого последующего календарного квартала, компания «Р-Фарм» должна предоставлять отчет, по каждому Продукту и по каждой стране, о сумме Чистого объема продаж за указанный квартал и о сумме роялти, причитающихся по указанному Чистому объему продаж. Каждый такой отчет должен предоставляться ежеквартально в течение [*] после окончания каждого календарного квартала. После получения такого отчета, компания «Сайнексис» должна выставить счет по электронной почте или иным электронным способом для уплаты соответствующих платежей Роялти. Роялти должны уплачиваться компанией «Р-Фарм» в

течение [*] после получения соответствующего счета.

(b) Each of the Development Milestones and Sales Milestones due hereunder shall be paid after such milestone has been achieved within [*] after receipt of an invoice from Scynexis; provided, however, the Development Milestone set forth in Section 6.2(a) above shall be due within [*].

(b) Каждый из платежей по Этапам разработки и Этапам продаж, причитающийся по настоящему Соглашению, должен быть осуществлен после достижения указанного этапа в течение [*] после получения соответствующего счета, выставленного компанией «Сайнексис», при условии, однако, что платеж по Этапу разработки, установленный Статьей 6.2 (а) настоящего Соглашения должен быть уплачен в течение [*].

7.2 Mode of Payment. All payments to be made by R-Pharm to Scynexis under this Agreement shall be made in United States Dollars and shall be paid by bank wire transfer in immediately available funds to the account designated in Section 15.18 of this Agreement. Conversion of royalties to U.S. Dollars shall be done on a monthly basis, using the closing rate of exchange at the European Central Bank on the last business day of the calendar month to which such royalties relate. Notwithstanding the foregoing, if by reason of any restrictive exchange laws or regulations, R-Pharm shall be unable to convert to U.S. Dollars the amount, determined as above, equivalent to the amount due by R-Pharm hereunder, then R-Pharm shall so notify Scynexis promptly and provide an explanation of the circumstances. In such event, R-Pharm shall make all such payments or the balance thereof due hereunder and which is not paid in foreign currency as provided below, in U.S. Dollars as soon as reasonably possible after and to the extent that such restrictive exchange laws or regulations are lifted so as to permit R-Pharm to pay amounts due under this Agreement in U.S. Dollars. R-Pharm shall promptly notify Scynexis if such restrictions are so lifted. At its option Scynexis shall meanwhile have the

7.2 Способ платежа. Все платежи, которые компания «Р-Фарм» должна осуществлять компании «Сайнексис» по настоящему Соглашению, должны осуществляться в Долларах США и должны выплачиваться посредством безналичного банковского перевода средств, незамедлительно доступных для распоряжения, на счет, указанный в пункте 15.18 настоящего Соглашения. Конверсия сумм роялти в доллары США должна осуществляться ежемесячно с использованием валютного курса закрытия Европейского Центрального банка на последний рабочий день соответствующего календарного месяца, к которому такие роялти относятся. Несмотря на вышеизложенное, если по причине каких-либо ограничивающих законов или норм по валютному регулированию компания «Р-Фарм» не в состоянии конвертировать в доллары США определенную выше сумму, эквивалентную сумме, причитающейся от «Р-Фарм» по настоящему Соглашению, то «Р-Фарм» должна незамедлительно уведомить об этом компанию «Сайнексис» и предоставить разъяснение указанных обстоятельств. В указанном случае компания «Р-Фарм» должна осуществить в долларах

right to request the payment (to it or to its nominee), and, upon request, R-Pharm shall pay or cause to be paid amounts due (or such portions thereof as are specified by Scynexis) in the currency of any other country designated by Scynexis and legally available to R-Pharm under the then-existing laws or regulations. Not less than one (1) business day prior to such wire transfer, the R-Pharm shall telefax or email Scynexis advising it of the amount and of the payment to be made.

США все платежи или их остатки, причитающиеся по настоящему Соглашению и не уплаченные в иностранной валюте, как предусмотрено ниже, в кратчайший разумно осуществимый срок после нижеуказанной отмены, и в той мере, в которой указанные ограничивающие законы или нормы по валютному регулированию будут отменены таким образом, чтобы позволить компании «Р-Фарм» выплачивать суммы, причитающиеся по настоящему Соглашению, в долларах США. «Р-Фарм» должна незамедлительно уведомить компанию «Сайнексис» в случае отмены указанных ограничений. Тем временем «Сайнексис» имеет право на свое усмотрение затребовать нижеуказанный платеж (себе или своему назначенному лицу), и по требованию компания «Р-Фарм» должна осуществить выплату или распорядиться о выплате причитающихся сумм (или их частей, указанных компанией «Сайнексис») в валюте любой иной страны, которая указана компанией «Сайнексис» и законным образом доступна для компании «Р-Фарм» по существующим на тот момент законам или нормам. Не позднее, чем за 1 (один) банковский день до указанного безналичного перевода компания «Р-Фарм» должна сообщить компании «Сайнексис» по телефаксу или электронной почте об указанной сумме и о платеже, который должен быть осуществлен.

7.3 Audit Request.

(a) At the request and expense of Scynexis, R-Pharm and its Affiliates shall permit an independent, certified public accountant appointed by Scynexis and reasonably acceptable to R-Pharm, at reasonable times and upon reasonable notice, to examine such records for any Calendar Year ending not more than [*] prior to the date of

7.3 Запрос на аудит.

(a) По запросу и за счет компании «Сайнексис» компания «Р-Фарм» и ее Аффилированные лица должны разрешить независимому дипломированному бухгалтеру-аудитору, назначенному компанией «Сайнексис» и в достаточной мере приемлемому для «Р-Фарм», в разумные сроки и по заблаговременному уведомлению,

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such request, as may be necessary to: (i) determine the correctness of any report or payment made under this Agreement; or (ii) obtain information as to the aggregate royalties payable for any calendar quarter in the case of R-Pharm's failure to report or pay pursuant to this Agreement. Said accountant shall not disclose to Scynexis any information other than information relating to said reports, royalties, and payments. Results of any such examination shall be made available to both Parties. Upon the expiration of [*] following the end of any calendar year, the calculation of royalties payable with respect to such year shall be binding and conclusive upon both parties, and R-Pharm and its sublicensees shall be released from any liability or accountability with respect to royalties for such year.

проверить такие учетные документы за любой Календарный год, закончившийся не ранее, чем за [*] до даты указанного запроса, которые могут быть необходимы для: (i) определения правильности любого отчета или платежа, осуществленного по настоящему Соглашению; или (ii) получения информации относительно общей суммы роялти, подлежащей уплате за любой календарный квартал, в случае неспособности компании «Р-Фарм» предоставить отчет или осуществить выплату по настоящему Соглашению. Указанный бухгалтер не должен раскрывать компании «Сайнексис» никакую информацию, отличную от информации, относящейся к указанным отчетам, платежам и роялти. Результаты любой подобной проверки должны быть предоставлены обеим Сторонам. По истечении [*] после окончания любого календарного квартала расчет роялти, подлежащих уплате в отношении указанного года, является обязательным и окончательным для обеих сторон, и компания «Р-Фарм» и ее sublicensees освобождаются от любых обязательств или ответственности в отношении роялти за указанный год.

(b) At the request and expense of Scynexis, R-Pharm and its Affiliates shall permit an independent, certified public accountant appointed by Scynexis and reasonably acceptable to R-Pharm, at reasonable times and upon reasonable notice, to examine such records as may be necessary to confirm compliance with the Business Integrity Covenants set forth in Section 14. Such audits may not be requested more than [*] per any [*] period unless a public allegation or investigation of violation of any ACAB law has been lodged against a member of the R-Pharm Group in which case such an audit may occur more frequently. R-Pharm agrees to

(b) По запросу и за счет компании «Сайнексис» компания «Р-Фарм» и ее Аффилированные лица должны разрешить независимому дипломированному бухгалтеру-аудитору, назначенному компанией «Сайнексис» и в достаточной мере приемлемому для «Р-Фарм», в разумные сроки и по заблаговременному уведомлению, проверить учетные документы, которые могут быть необходимы для подтверждения соблюдения Обязательств по деловой этике, изложенных в Статье 14. Запрос на такие аудиты не может подаваться чаще, чем [*] в течение любого срока в [*], за исключением случая, когда сделано публичное заявление

procure the full cooperation of its Agents in any such audits.

7.4 Cost of Audit.

(a) Scynexis shall bear the full cost of the performance of any audit requested by Scynexis except as hereinafter set forth. If, as a result of any inspection of the books and records of Scynexis, or its Affiliates, it is shown that R-Pharm's payments under this Agreement were less than the amount which should have been paid, then R-Pharm shall make all payments required to be made to eliminate any discrepancy revealed by said inspection within [*] after Scynexis' demand therefor. Furthermore, if the payments made were less than [*] of the amount that should have been paid during the period in question, R-Pharm shall also reimburse Scynexis for the reasonable costs of such audit.

7.5 Taxes.

All sums due or to be paid under this Agreement are exclusive of VAT, GST, any withholding taxes, levies or payments by R-Pharm of such items as may be required under Russian law or the law of any country in the Territory, and other taxes or charges of a similar nature or that can replace or append the

или подано прошение о расследовании относительно нарушения какого-либо Закона о борьбе с коррупцией в отношении участника Группы «Р-Фарм», в указанном случае такой аудит может проводиться чаще. Компания «Р-Фарм» обеспечит полное взаимодействие с ее Агентами в процессе такого аудита.

7.4 Расходы на аудит.

(a) Компания «Сайнексис» берет на себя все расходы на проведение любого аудита, затребованного компанией «Сайнексис», за исключением изложенного ниже. Если в результате какой-либо проверки бухгалтерских книг и учетных документов компании «Сайнексис» или ее Аффилированных лиц продемонстрировано, что платежи компании «Р-Фарм» по настоящему Соглашению были меньше, чем сумма, которую следовало уплатить, то компания «Р-Фарм» должна осуществить все платежи, которые требуется осуществить в целях устранения любого расхождения, выявленного посредством указанной проверки, в течение [*] после соответствующего требования «Сайнексис». Кроме того, если указанные платежи составляли менее чем [*] от суммы, которую следовало уплатить в течение рассматриваемого периода, то компания «Р-Фарм» должна также компенсировать компании «Сайнексис» разумно необходимые расходы на указанный аудит.

7.5 Налоги.

Любые суммы, подлежащие уплате на основании настоящего Соглашения не включают в себя какой-либо НДС и другие налоги, сборы или иные платежи, подлежащие удержанию «Р-Фарм» в соответствии с требованиями российского законодательства или законодательства

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existing ones (collectively, "VAT"), and R-Pharm shall pay such VAT in addition to the sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under the relevant legislation.

The Parties agree to fully cooperate with each other to enable each Party to determine its tax liability and to minimize such liability to the extent legally permissible and administratively reasonable. Each Party shall provide and make available to the other Party any exemption certificates, resale certificates, information regarding out of state or out of country sales or use of equipment, materials or services, and any other information reasonably requested by the other Party to support the provisions of this Section 7.5 including the appropriate organization of invoice formats and supporting documents to allow maximization of reclamation of VAT and other transaction taxes paid.

8. MANUFACTURE AND SUPPLY.

8.1 Supply; Processing of Finished Product.

(a) Subject to the terms and conditions of a separate agreement to be negotiated by the Parties (the "Manufacturing and Supply Agreement"), Scynexis (or its licensee) shall supply R-Pharm with all of R-

любой страны на Территории, и другие налоги и сборы аналогичной природы или те налоги и сборы, которыми могут быть заменены существующие налоги и сборы (совместно «НДС»). Компания «Р-Фарм» обязана уплатить такой НДС в дополнение к иным уплачиваемым суммам по ставке, установленной на дату платежа или на иную дату в соответствии с применимым законодательством.

Стороны соглашаются в полной мере сотрудничать друг с другом с тем, чтобы каждая Сторона определяла свои налоговые обязательства и сводила к минимуму такие обязательства в той мере, которая является юридически допустимой и административно разумной. Каждая Сторона предоставляет другой Стороне любые сертификаты, освобождающие от уплаты налога, сертификаты повторной продажи, информацию о государственных продажах или продажах вне пределов государства или использовании оборудования, материалов и услуг, а также любую другую информацию, по обоснованным запросам другой Стороны для поддержки положений настоящего Пункта 7.5, в том числе соответствующую организацию форматов счета-фактуры и сопроводительных документов, для максимального возмещения НДС и других уплачиваемых налогов.

8. ПРОИЗВОДСТВО И ПОСТАВКИ.

8.1 Поставки; обработка готового продукта.

(a) При соблюдении условий отдельного соглашения, которое подлежит обсуждению Сторонами («Соглашение о производстве и поставке»), компания «Сайнексис» (или ее лицензиат) должна поставлять компании «Р-

Pharm's requirements for Compound for commercial use in the Territory (which shall be deemed to include all of the requirements of R-Pharm's Affiliates), and R-Pharm shall purchase from Scynexis (or its licensee) all of such requirements for Compound. Parties agree that the price of the Compound purchased by R-Pharm from Scynexis shall [*].

(b) R-Pharm may elect to process the Compound into Product in finished form for sale in the Field in the Territory pursuant to the terms of the Manufacturing and Supply Agreement. If R-Pharm so elects, R-Pharm shall perform all aspects of the finished form manufacture, including, without limitation, all product labeling and other package inserts and materials required by the applicable Regulatory Authorities, in compliance with all applicable requirements of the Regulatory Authorities in each respective country of the Territory in which the Product is sold and according to the Manufacturing and Supply Agreement.

(c) Notwithstanding the foregoing Sections 8.1 (a) and 8.1 (b), either party may, by written request to the other, initiate discussions regarding the potential of R-Pharm to manufacture Compound for production of Product for sale in the Field in the Territory.

9. OWNERSHIP; PATENTS.

9.1 Ownership

(a) Except as otherwise provided in

Фарм» все требуемые компании «Р-Фарм» количества Соединения для коммерческого использования на Территории (которые считаются включающими в себя все количества, требуемые для Аффилированных лиц «Р-Фарм»), и компания «Р-Фарм» должна закупать у «Сайнексис» (или ее лицензиата) все указанные требуемые количества Соединения. Стороны договорились, что цена Соединения, закупаемого компанией «Р-Фарм» у компании «Сайнексис» [*].

(b) Компания «Р-Фарм» вправе выбрать переработку Соединения в Продукт в готовой форме для продажи в Сфере применения на Территории в соответствии с положениями Соглашения о производстве и поставке. В случае если компания «Р-Фарм» выбирает такой вариант, то «Р-Фарм» осуществляет все аспекты производства готовой формы, включая без ограничения, маркировку всей продукции, вкладываемых материалов и материалов, требуемых применимыми Регулирующими органами, в соответствии со всеми применимыми требованиями регулирующих органов в каждой соответствующей стране на Территории, в которой Продукт продается и в соответствии с Соглашением о производстве и поставке.

(c) Вне зависимости от положений Пунктов 8.1 (a) и 8.1 (b), любая сторона вправе, по письменному запросу в адрес другой стороны, инициировать обсуждение возможности компании «Р-Фарм» производить Соединение для производства Продукта для продажи в Сфере применения на Территории.

9. ПРАВО СОБСТВЕННОСТИ; ПАТЕНТЫ.

9.1 Право собственности.

(a) За исключением той степени, в которой иное предусмотрено в Пункте 9.1(b)

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Section 9.1(b) or (c), Scynexis shall retain all right, title and interest in and to the Scynexis Inventions, regardless of which Party prepares and prosecutes the applications associated therewith, or maintains the patents, copyrights or other intellectual property rights related thereto, subject to the license granted to R-Pharm pursuant to Sections 5.1 and 5.2. Rights to Scynexis Inventions belong to Scynexis.

(b) Rights to Inventions made solely by employees of R-Pharm shall belong to R-Pharm ("R-Pharm Inventions").

(c) Rights to Inventions which were made jointly by employees of Scynexis and by employees of R-Pharm shall belong jointly to Scynexis and to R-Pharm ("Joint Inventions"). Such Joint Inventions shall be subject to the terms and conditions of this Agreement.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties hereby agree all, right, title and interest in and to any and all [*] and related development processes shall [*] and [*] shall execute such documents as are necessary or appropriate to vest title to [*] in all patents issued with respect to such [*].

9.2 Patent Maintenance.

(a) Scynexis shall be responsible to

или (с), компания «Сайнексис» сохраняет за собой все права, правовые титулы и имущественные права на Изобретения «Сайнексис» и в их отношении, независимо от того, какая из Сторон осуществляет подготовку и поддержку связанных с этим заявок, или сохраняет в силе патенты, авторские права или иные права интеллектуальной собственности, связанные с указанными изобретениями, при условии соблюдения лицензии, предоставленной компании «Р-Фарм» согласно Пунктам 5.1 и 5.2. Права на Изобретения «Сайнексис» принадлежат компании «Сайнексис».

(b) Права на Изобретения, сделанные исключительно работниками «Р-Фарм», принадлежат компании «Р-Фарм» («Изобретения «Р-Фарм»).

(c) Права на Изобретения, сделанные совместно работниками «Сайнексис» и работниками «Р-Фарм», принадлежат совместно компаниям «Сайнексис» и «Р-Фарм» («Совместные изобретения»). Указанные Совместные изобретения подчиняются условиям настоящего Соглашения.

(d) Несмотря ни на какие противоположные положения настоящего Соглашения, Стороны настоящим договариваются о том, что все права, правовые титулы и имущественные права в отношении всех и любых лекарственных форм [*] и соответствующие процессы разработки являются [*] и [*] обязана принимать участие в подготовке документов, необходимых и предназначенных для присвоения права собственности [*] на патенты, получаемые в отношении [*].

9.2 Сохранение патентов в силе.

(a) Компания «Сайнексис» отвечает

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R-Pharm for preparation and prosecution of all patent applications and the maintenance of all patents relating to the Licensed Technology (including the Patents) throughout the Territory, it being acknowledged and agreed that such prosecution and maintenance may be performed and/or be managed by Merck, the current owner of the Patents. In connection therewith, Scynexis shall consult with R-Pharm in order to assure that all future filings with respect to the Patents are made in a timely manner and identify the relevant countries in the Territory, to the extent that Scynexis can do so. Scynexis shall pay, or cause to be paid, all costs and expenses of filing, prosecuting and maintaining the Patents and the patents covering Inventions owned by Scynexis in the Territory.

(b) In connection with the development of the Compound and/or the Product, in the Territory, each Party agrees promptly to provide to the other Party a complete written disclosure of any Invention made by such Party. The Territory Development Committee shall determine whether any Invention owned jointly by Scynexis and R-Pharm is patentable and whether filing a patent application is economically justifiable, and if so, shall proceed with the preparation and prosecution of a patent application covering any such Invention. R-Pharm shall determine whether any Invention owned solely by R-Pharm is patentable and whether filing a patent application is economically justifiable, and if so, shall proceed with the preparation and

перед компанией «Р-Фарм» за подготовку и ведение всех патентных заявок и за сохранение в силе всех патентов, относящихся к Лицензированной технологии (включая Патенты), на всей Территории, при этом согласовано и признано, что указанное ведение и сохранение в силе может осуществляться и/или регулироваться компанией Мерк, которая в настоящее время является владельцем Патентов. В связи с этим компания «Сайнексис» должна консультироваться с компанией «Р-Фарм» в целях обеспечения в будущем своевременной подачи всех документов в отношении Патентов и выявления соответствующих стран на Территории, в той степени, в которой «Сайнексис» может осуществлять указанные действия. Компания «Сайнексис» должна осуществлять оплату или распоряжаться об оплате всех расходов и издержек на подачу документов, ведение и сохранение в силе Патентов и патентов, распространяющихся на Изобретения, принадлежащие компании «Сайнексис», на Территории.

(b) В связи с разработкой Соединения и/или Продукта на Территории каждая Сторона соглашается незамедлительно предоставлять другой Стороне полное письменное раскрытие сущности любого Изобретения, сделанного указанной Стороной. Комитет по разработкам на Территории должен принять решение о том, является ли патентоспособным любое Изобретение, принадлежащее или совместно «Сайнексис» и «Р-Фарм», и о том, оправдана ли экономически подача патентной заявки, а если это так, компания «Сайнексис» должна приступить к подготовке и ведению патентной заявки на любое подобное Изобретение. Компания «Р-Фарм» должна принять решение о том, является ли патентоспособным любое Изобретение,

prosecution of a patent application covering any such Invention. Scynexis shall determine whether any Invention owned solely by Scynexis is patentable and whether filing a patent application is economically justifiable, and if so, shall proceed with the preparation and prosecution of a patent application covering any such Invention.

(c) Scynexis and R-Pharm shall share all costs and expenses of filing, prosecuting and maintaining the patents covering Joint Inventions. If either Party elects not to pay for: (i) the filing of a patent application in the Territory on any such Joint Invention which the other Party reasonably believes is patentable, or (ii) the further prosecution or maintenance of any such patent in the Territory, or (iii) the filing of any divisional or continuing patent application based on any patent in the Territory, such Party shall notify the other Party in a timely manner and the other Party may do so at its own expense. In such event, such patent or application in the Territory shall be assigned by such Party to the other Party, all of such assigning Party's rights in such patent or application in the Territory shall cease, and, in the case where R-Pharm is the assigning Party, the licenses granted to R-Pharm under Section 5 with respect thereto shall terminate.

принадлежащее исключительно «Р-Фарм», и о том, оправдана ли экономически подача патентной заявки, а если это так, компания «Р-Фарм» должна приступить к подготовке и ведению патентной заявки на любое подобное Изобретение. Компания «Сайнексис» должна принять решение о том, является ли патентоспособным любое Изобретение, принадлежащее исключительно «Сайнексис», и о том, оправдана ли экономически подача патентной заявки, а если это так, компания «Сайнексис» должна приступить к подготовке и ведению патентной заявки на любое подобное Изобретение.

(c) «Сайнексис» и «Р-Фарм» должны совместно оплачивать все расходы и издержки на подачу документов, ведение и сохранение в силе Патентов, распространяющихся на Совместные изобретения. Если одна из Сторон принимает решение не платить за: (i) подачу патентной заявки на Территории по любому подобному Совместному Изобретению, являющемуся, как обоснованно полагает другая Сторона, патентоспособным, или (ii) дальнейшее поддержание или сохранение в силе любого подобного патента на Территории, или (iii) подачу любой заявки на выделенный патент или продолжающей патентной заявки на основании любого патента на Территории, то указанная Сторона должна своевременно уведомить другую Сторону, и другая Сторона может осуществлять указанные действия за свой счет. В указанном случае указанный патент или заявка на Территории должны быть переданы указанной Стороной другой Стороне, и все права указанной передающей Стороны на указанный патент или заявку на Территории прекращают действовать, а в случае, когда «Р-Фарм» является передающей Стороной, лицензии, предоставленные компании «Р-Фарм» по Статье 5 в указанном

отношении, прекращают действовать.

(d) Each Party agrees to cooperate with the other Party to execute all lawful papers and instruments, to make all rightful oaths and declarations and to provide consultation and assistance as may be necessary in the preparation, prosecution, maintenance and enforcement of all such patents and patent applications.

(d) Каждая Сторона соглашается сотрудничать с другой Стороной в целях оформления всех законных документов и инструментов, принесения всех правомерных присяг и подачи всех правомерных заявлений, а также в целях предоставления содействия и консультаций, которые могут быть необходимы при подготовке, ведении, сохранении в силе и обеспечении правовой санкцией всех указанных патентов и патентных заявок.

9.3 Patent Enforcement.

(a) Each Party shall promptly report in writing to the other Party during the term of this Agreement any: (i) known infringement, suspected infringement, unauthorized use or misappropriation of any of the Patents in the Field in the Territory by a Third Party of which it becomes aware, and shall provide the other Party with all available evidence supporting said infringement, suspected infringement or unauthorized use or misappropriation. Within [*] after Scynexis becomes, or is made, aware of any of the foregoing, it shall advise R-Pharm in writing that [*] Scynexis has elected to initiate proceedings [*]. The inability of Scynexis to decide on a course of action within such [*] period shall for purposes of this Agreement be deemed a decision not to initiate an infringement or other appropriate suit.

9.3 Обеспечение патентов правовой санкцией.

(a) Каждая Сторона должна незамедлительно сообщать в письменном виде другой Стороне на протяжении срока действия настоящего Соглашения о любом: (i) известном нарушении, предполагаемом нарушении, несанкционированном использовании или незаконном присвоении любого из Патентов в Сфере применения на Территории Третьей стороной, о котором указанной Стороне становится известно, и должна предоставлять другой Стороне все имеющиеся доказательства, подтверждающие указанное нарушение, предполагаемое нарушение, несанкционированное использование или незаконное присвоение. В течение [*] после того, как компания «Сайнексис» узнает или получит сведения о любом из вышеуказанных событий, она должна сообщить «Р-Фарм» в письменном виде о том, что [*] «Сайнексис» решила возбудить дело[*]. Неспособность «Сайнексис» принять решение о порядке действий в течение указанного срока в [*] считается в целях настоящего Соглашения решением не возбуждать дело о нарушении или иное соответствующее дело.

(b) Within [*] after Scynexis

(b) В течение [*] после того, как

becomes, or is made, aware of any infringement, suspected infringement or unauthorized use or misappropriation by a Third Party in the Field in the Territory, as provided in paragraph (a) above, and provided that Scynexis shall have advised R-Pharm, within the [*] period provided in paragraph (a) above of its [*] decision to file suit, Scynexis [*] shall initiate an infringement or other appropriate suit anywhere in the world against such Third Party. Scynexis shall provide R-Pharm with an opportunity to make suggestions and comments regarding such suit and shall promptly notify R-Pharm of the commencement of such suit. Scynexis shall keep R-Pharm promptly informed of, and shall from time to time consult with R-Pharm regarding the status of any such suit and shall provide R-Pharm with copies of all documents filed in, and all written communications relating to, such suit. Scynexis shall select counsel who shall be reasonably acceptable to R-Pharm. Scynexis shall, except as provided below, pay all expenses of the suit, including, without limitation, attorneys' fees and court costs. If necessary, R-Pharm shall join as a party to the suit but shall be under no obligation to participate except to the extent that such participation is required as the result of being a named party to the suit; provided, however, R-Pharm shall have the right to participate and be represented in any suit by its own counsel at its own expense. Scynexis shall not settle any such suit involving rights of R-Pharm without obtaining the prior written consent of R-Pharm, which consent shall not be unreasonably withheld.

компания «Сайнексис» узнает или получит сведения о любом нарушении, предполагаемом нарушении, несанкционированном использовании или незаконном присвоении, осуществленном Третьей стороной в Сфере применения на Территории, как предусмотрено выше в пункте (a), при условии, что «Сайнексис» уведомила компанию «Р-Фарм» в течение срока в [*], предусмотренного выше в пункте (a), о своем решении [*] возбудить иск, «Сайнексис» [*] должны возбудить дело о нарушении или иное соответствующее дело в любом регионе мира против указанной Третьей стороны. «Сайнексис» должна предоставить компании «Р-Фарм» возможность вносить предложения и комментарии относительно указанного дела и должна незамедлительно уведомить «Р-Фарм» о начале рассмотрения указанного дела. Компания «Сайнексис» должна надлежащим образом держать «Р-Фарм» в курсе состояния указанного дела, должна время от времени консультироваться с «Р-Фарм» по указанному поводу и должна предоставлять «Р-Фарм» копии всех документов, поданных по указанному делу, и всех относящихся к нему письменных сообщений. «Сайнексис» должна выбрать юридического консультанта, в достаточной степени приемлемого для «Р-Фарм». Компания «Сайнексис» должна, за исключением предусмотренного ниже, оплачивать все расходы на ведение данного дела, включая, в частности, гонорары юристов и судебные издержки. При необходимости компания «Р-Фарм» присоединяется в качестве стороны к данному делу, но не обязана участвовать в нем, за исключением той степени, в которой данное участие требуется в результате того, что она является поименованной стороной по данному делу; при условии, однако, что «Р-Фарм» имеет право участвовать и быть

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представленной в любом деле посредством своего собственного юридического консультанта, за свой счет. «Сайнексис» не должна урегулировать никакое подобное дело, затрагивающее права «Р-Фарм», не получив предварительного письменного согласия «Р-Фарм», причем не должно быть необоснованного отказа в предоставлении такого согласия.

(c) In the event that Scynexis does not inform R-Pharm of its intent to initiate an infringement or other appropriate suit within the [*] period provided in paragraph (a) above, or does not initiate such an infringement other appropriate action within the [*] period provided in paragraph (b) above, R-Pharm shall have the right, but not the duty, at its expense, to initiate an infringement or other appropriate suit. In exercising its rights pursuant to this paragraph (c), R-Pharm shall have the sole and exclusive right to select counsel and shall pay all expenses of the suit, including without limitation attorneys' fees and court costs. If necessary, Scynexis shall join as a party to the suit and shall participate only to the extent that such participation is required as a result of its being a named party to the suit or being the holder of any patent at issue or being the owner or licensor of any Patents at issue. At R-Pharm's request, Scynexis shall offer reasonable assistance to R-Pharm in connection therewith at no charge except for reimbursement of reasonable out-of-pocket expenses incurred in rendering such assistance. Without limiting the generality of the preceding sentence, Scynexis shall cooperate fully in order to enable R-Pharm to institute any action hereunder. Scynexis shall have the right to be represented in any such suit by its own counsel at its own expense.

(c) В случае, когда «Сайнексис» не проинформировала «Р-Фарм» о своем намерении возбудить дело о нарушении или иное соответствующее дело в течение [*] срока, предусмотренного выше в пункте (a), или не возбудила указанное дело о нарушении или иное соответствующее дело в течение [*] срока, предусмотренного выше в пункте (b), компания «Р-Фарм» имеет право, но не обязана, за свой счет возбудить дело о нарушении или иное соответствующее дело. При осуществлении своих прав согласно настоящему пункту (c) «Р-Фарм» имеет единоличное и исключительное право выбрать юридического консультанта и должна оплатить все расходы на указанное дело, включая, в частности, гонорары юристов и судебные издержки. При необходимости компания «Сайнексис» присоединяется в качестве стороны к данному делу и должна участвовать в нем только в той степени, в которой данное участие требуется в результате того, что она является поименованной стороной по данному делу, или держателем какого-либо спорного патента, или владельцем либо лицензиаром каких-либо спорных Патентов. По запросу «Р-Фарм» компания «Сайнексис» должна предложить разумно необходимое содействие «Р-Фарм» в указанной связи, без оплаты, за исключением возмещения обоснованных текущих расходов, понесенных при оказании данного содействия. Без ограничения общности

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предыдущего предложения, «Сайнексис» должна в полной мере обеспечивать содействие с тем, чтобы предоставить компании «Р-Фарм» возможность возбуждения любого дела по настоящему Соглашению. Компания «Сайнексис» имеет право быть представленной в любом подобном деле посредством своего собственного юридического консультанта, за свой собственный счет.

(d) Any recovery obtained by either or both Scynexis and R-Pharm in connection with or as a result of any action contemplated by this Section 9.3, whether by settlement or otherwise, shall be shared in order as follows:

(i) the party which initiated and prosecuted the action shall recoup all of its costs and expenses incurred in connection with the action;

(ii) the other party shall then, to the extent possible, recover its costs and expenses incurred in connection with the action; and

(iii) the amount of any recovery remaining shall then be [*].

9.4 Infringement Action by Third Parties.

(a) In the event of the institution or threatened institution of any suit by a Third Party against R-Pharm for patent infringement involving the research, development, usage, making, sale, distribution, export within the Territory and/or import or marketing of the Product in the Field in the Territory, R-Pharm shall promptly notify Scynexis in writing of such suit. [*] shall have the right to defend

(d) Любая взысканная сумма, полученная компанией «Сайнексис» или «Р-Фарм», или обеими указанными компаниями, в связи с любым делом, предусмотренным в настоящем Пункте 9.3, или в результате указанного дела, посредством мирового соглашения или иначе, должна быть разделена в следующем порядке:

(i) сторона, которая возбудила и вела данное дело, должна возместить все свои расходы и издержки, понесенные в связи с данным делом;

(ii) затем другая сторона должна, в той степени, в которой это возможно, возместить свои расходы и издержки, понесенные в связи с данным делом;

(iii) затем любой остаток взысканной суммы должен быть [*].

9.4. Дела о нарушении, возбуждаемые Третьими сторонами.

(a) В случае возбуждения или угрозы возбуждения Третьей стороной против «Р-Фарм» любого дела по нарушению патентных прав, относящегося к исследованию, разработке, использованию, изготовлению, продаже, распространению, экспорту в пределах Территории и/или импорту или маркетингу Продукта в Сфере применения на Территории, компания «Р-Фарм» должна незамедлительно уведомить «Сайнексис» в

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such suit at its own expense and shall be responsible for all damages incurred as a result thereof. [*] hereby agrees to assist and cooperate with [*], at [*] reasonable request and expense, in the defense of such suit (including, without limitation, consenting to being named as a nominal party thereto). During the pendency of such action, R-Pharm shall continue to make all payments due under this Agreement.

(b) Any award from such Third Party that arises as a result of such action (whether by way of judgment, award, decree, settlement or otherwise) shall be allocated as follows: (i) if [*] finally prevails, such award shall be applied first to reimburse [*] for all costs and expenses incurred by it with respect to such action; (ii) if [*] with respect to any such action and finally prevails, [*] shall [*]; or (iii) if [*] any such action, the expenses of such defense shall be [*], and [*] any part of such award remaining after the reimbursement of such expenses, [*].

(c) The provisions of Section (a) above notwithstanding, [*] shall not [*] under Section (a) to the extent that any infringement or claim results from: (i) [*] or [*]; or (ii) [*].

(d) In the event that one or more

письменном виде об указанном деле. [*] имеет право оспаривать права истца по указанному делу за свой счет и отвечает за все убытки, принятые на себя в результате этого. [*] настоящим соглашается содействовать [*] и сотрудничать с ней, по обоснованному запросу и за счет [*], при возражениях ответчика по указанному делу (включая, в частности, согласие на то, чтобы быть указанной в качестве номинальной стороны по указанному делу). В течение рассмотрения указанного дела компания «Р-Фарм» должна продолжать осуществление всех платежей, причитающихся по настоящему Соглашению.

(b) Любая присужденная сумма от указанной Третьей стороны, возникающая в результате указанного дела (посредством судебного решения, арбитражного решения, судебного распоряжения, урегулирования или иначе) должна быть распределена следующим образом: (i) если [*] в конечном итоге выигрывает дело, то указанная присужденная сумма должна быть вначале применена для компенсации [*] всех расходов и убытков, которые она понесла в отношении указанного дела; (ii) если [*] в отношении какого-либо подобного дела и в конечном итоге выигрывает дело, то [*] имеет [*]; или (iii) если [*] по указанному делу, то расходы на указанные возражения ответчика должны быть [*], и [*] любую часть указанной присужденной суммы, остающуюся после компенсации указанных расходов, [*].

(c) Несмотря на положения вышеприведенного Пункта (a), [*] не [*] по Пункту (a) в той степени, в которой какое-либо нарушение или требование является результатом: (i) [*]; или (ii) [*].

(d) В случае, когда одна или несколько

patent licenses from other third parties are required by R-Pharm or its Affiliates in order to research, develop, make or have made (from Compound supplied by Scynexis or its licensee), use, offer to sell, sell, market, distribute, export within the Territory and/or import Product in the Territory in the Field (hereinafter "Third Party Patent Licenses"), any consideration actually paid under such Third Party Patent Licenses by R-Pharm or its Affiliates for sale of such Product in the Field in a country of the Territory for such Calendar Quarter shall be creditable against the royalty payments due Scynexis by R-Pharm with respect to the sale of Products in such country. Notwithstanding the foregoing, in no event shall any amount owed to Scynexis be reduced by more than [*] as a result of such Third Party Patent Licenses.

патентных лицензий от иных третьих сторон требуются компании «Р-Фарм» или ее Аффилированным лицам в целях исследования, разработки, изготовления или осуществленного изготовления (из Соединения, поставленного компанией «Сайнексис» или ее лицензиата), использования, предложения для продажи, продажи, маркетинга, дистрибуции, экспорта в пределах Территории и/или импорта Продукта на Территории в Сфере применения (ниже именуемые «Патентные лицензии третьих сторон»), любое вознаграждение, фактически уплаченное компанией «Р-Фарм» или ее Аффилированными лицами за продажу указанного Продукта в Сфере применения в стране, расположенной на Территории, за указанный Календарный квартал, должно зачитываться в счет роялти, причитающихся компании «Сайнексис» от «Р-Фарм» в отношении продажи Продуктов в указанной стране. Несмотря на вышеизложенное, ни в коем случае никакая сумма, причитающаяся компании «Сайнексис», не должна быть уменьшена более чем на [*] в результате указанных Патентных лицензий третьих сторон.

(e) [*] under this Agreement in the case of any claimed infringement or violation of any Third Party's rights or unauthorized use or misappropriation of any Third Party's technology.

(e) [*] по настоящему Соглашению в случае любого заявления о нарушении или посягательстве в отношении любых прав Третьих сторон, или о несанкционированном использовании или незаконном присвоении любой технологии Третьей стороны.

10. PUBLICATION; CONFIDENTIALITY.

10.1 *Notification.* Parties recognize that each Party may wish to publish the results of its work relating to the subject matter of this Agreement ("Publishing Party"). However, Parties also recognize the importance of

10. ПУБЛИКАЦИЯ; КОНФИДЕНЦИАЛЬНОСТЬ.

10.1 *Уведомление.* Стороны признают, что каждая Сторона может пожелать опубликовать результаты своей работы, относящейся к предмету настоящего Соглашения («Публикующая Сторона»).

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acquiring patent protection. Consequently, subject to any applicable laws or regulations obligating Publishing Party to do otherwise, any proposed publication by Publishing Party shall comply with this Section 10.1. At least [*] before a manuscript is to be submitted to a publisher, Publishing Party will provide the Territory Development Committee with a copy of the manuscript (or an English translation thereof). If Publishing Party wishes to make an oral presentation, it will provide the Territory Development Committee with a copy of the abstract (if one is submitted) at least [*] before it is to be submitted. Publishing Party will also provide to the Territory Development Committee a copy of the text of the presentation, including all slides, posters, and any other visual aids, at least [*] before the presentation is made.

10.2 Review. The Territory Development Committee will review the manuscript, abstract, text or any other material provided under Section 10.1 to determine whether patentable subject matter is disclosed. The Territory Development Committee will notify Publishing Party within [*] of receipt of the proposed publication if the Territory Development Committee, in good faith, determines that patentable subject matter is or may be disclosed, or if the Territory Development Committee, in good faith, believes Confidential Information is or may be disclosed. If it is determined by the Territory Development Committee that patent applications should be filed, Publishing Party

Однако Стороны также признают важность приобретения патентной защиты. Соответственно, если иное не предусмотрено любыми применяемыми законами или нормами, обязывающими Публикующую Сторону поступать иначе, любая предполагаемая публикация Публикующей Стороны должна соответствовать настоящему Пункту 10.1. Как минимум за [*] до даты, когда рукопись должна быть передана издателю, Публикующая Сторона предоставит Комитету по разработкам на Территории копию указанной рукописи (или ее перевод на английский язык). Если Публикующая Сторона желает сделать устную презентацию, она предоставит Комитету по разработкам на территории копию аннотации (если она подается) как минимум за [*] до даты, когда она должна быть подана. Публикующая Сторона также предоставит Комитету по разработкам на территории копию текста указанной презентации, включая все слайды, материалы стендового доклада и любые иные визуальные вспомогательные материалы, как минимум за [*] до того, как будет сделана данная презентация.

10.2 Рассмотрение. Комитет по разработкам на Территории рассмотрит данную рукопись, аннотацию, текст или любой иной материал, предоставленный согласно Пункту 10.1, чтобы определить, раскрыты ли материалы, предусматривающие патентование. Комитет по разработкам на Территории уведомит Публикующую Сторону в течение [*] после получения предложенной публикации о том, принял ли Комитет по разработкам на Территории добросовестное решение о раскрытии или возможном раскрытии материалов, предусматривающих патентование, или о том, принял ли Комитет по разработкам на Территории добросовестное решение о раскрытии или

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shall delay its publication or presentation for a period not to exceed [*] from the Territory Development Committee's receipt of the proposed publication or presentation to allow time for the filing of patent applications covering patentable subject matter. In the event that the delay needed to complete the filing of any necessary patent application will exceed the [*] period, the Territory Development Committee will discuss the need for obtaining an extension of the publication delay beyond the [*] period. If it is determined in good faith by the Territory Development Committee that Confidential Information or proprietary information is being disclosed, the Parties will consult in good faith to arrive at an agreement on mutually acceptable modifications to the proposed publication or presentation to avoid such disclosure.

10.3 Exclusions. Nothing in Sections 10.1 and 10.2 shall prevent each Party from issuing statements as to achievements made by this Party with respect to the Product, and the status of the work being done by such Party, under this Agreement, so long as such statements do not jeopardize the ability to obtain patent protection on Inventions or disclose non-public technical or scientific Confidential Information; or (ii) from issuing statements necessary to comply with applicable law (including the disclosure requirements of the U.S. Securities and Exchange Commission, Nasdaq or any other

возможном раскрытии Конфиденциальной информации. Если Комитет по разработкам на Территории принял решение о том, что следует подать патентные заявки, то компания «Р-Фарм» должна отложить свою публикацию или презентацию на срок, не превышающий [*] с момента получения Комитетом по разработкам на Территории предложенной публикации или презентации, с тем, чтобы предоставить срок для подачи патентных заявок на материалы, предусматривающие патентование. В случае, когда отсрочка, необходимая для завершения подачи какой-либо необходимой патентной заявки, превосходит указанный срок в [*], Комитет по разработкам на Территории обсудит необходимость продления указанной отсрочки публикации сверх указанного [*] срока. Если Комитет по разработкам на Территории добросовестно принял решение о том, что осуществляется раскрытие Конфиденциальной информации или информации, являющейся собственностью, то Стороны проведут добросовестные консультации, чтобы прийти к соглашению относительно взаимно приемлемых изменений предложенной публикации или презентации, с тем, чтобы избежать указанного раскрытия информации.

10.3 *Исключения.* Ничто в Пунктах 10.1 и 10.2 не препятствует каждой Стороне делать заявления об успехах, достигнутых этой Стороной в отношении Продукта, а также о ходе работ, выполняемых такой Стороной по настоящему Соглашению, при условии, что указанные заявления не подвергают риску возможность обеспечения патентной защиты для Изобретений, а также не раскрывают внутреннюю техническую или научную Конфиденциальную информацию; или (ii) делать заявления, необходимые для соблюдения соответствующих законов (включая требования по раскрытию

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stock exchange on which securities issued by such Party are traded).

10.4 *Confidentiality; Exceptions.* Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that, during the term of this Agreement and for [*] thereafter, the receiving Party, its Affiliates, its licensees and its sublicensees shall, and shall ensure that their respective employees, officers and directors shall, keep completely confidential and not publish or otherwise disclose and not use for any purpose any information furnished to it or them by the other Party, its Affiliates, its licensees or its sublicensees or developed under or in connection with this Agreement, except to the extent that it can be established by the receiving Party by competent proof that such information: (i) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the other Party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party; (iii) became generally available to the public or was otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement; or (iv) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the disclosing Party not to disclose such information to others (all such information to which none of the foregoing exceptions applies, "Confidential Information").

информации со стороны Комиссии по ценным бумагам и биржам США, NASDAQ или любой иной фондовой биржи, на которой обращаются ценные бумаги, выпускаемые такой Стороной).

10.4 *Конфиденциальность; исключения.* За исключением той степени, в которой это явно разрешено настоящим Соглашением или иначе согласовано в письменном виде, Стороны согласны с тем, что на протяжении срока действия настоящего Соглашения и в течение [*] Сторона, получающая информацию, ее Аффилированные лица, ее лицензиаты и ее сублицензиаты, а также их соответствующие работники, должностные лица и директора должны обеспечить полную конфиденциальность нижеуказанной информации, не должны публиковать или иначе раскрывать, и не должны использовать ни с какой целью никакую информацию, предоставленную указанному лицу или указанным лицам другой Стороной, ее Аффилированными лицами, ее лицензиатами или ее разрешенным сублицензиатами, или разработанную в соответствии или в связи с настоящим Соглашением, за исключением той степени, в которой Сторона, получающая информацию, может установить посредством соответствующего доказательства, что указанная информация: (i) была уже известна Стороне, получающей информацию, на момент ее раскрытия другой Стороной, иначе, чем на основании обязательства по соблюдению конфиденциальности; (ii) была общедоступна для общественности или иным образом была частью общественной собственности на момент раскрытия указанной информации Стороне, получающей информацию; (iii) стала общедоступна для общественности или иным образом была частью общественной собственности после ее раскрытия, иначе, чем посредством какого-либо действия или

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упущения Стороны, получающей информацию, с нарушением настоящего Соглашения; или (iv) была раскрыта Стороне, получающей информацию, иначе, чем на основании обязательства по соблюдению конфиденциальности, Третьей стороной, у которой отсутствует обязательство перед Стороной, раскрывающей информацию, не раскрывать указанную информацию другим лицам (вся информация, к которой не применяется ни одно из перечисленных выше исключений, именуется «Конфиденциальная информация»).

10.5 *Exceptions to Obligation.* The restrictions contained in Section 10.4 shall not apply to Confidential Information that: (i) is submitted by the recipient to governmental authorities to facilitate the issuance of Registrations for the Product, provided that reasonable measures shall be taken to assure confidential treatment of such information; (ii) is provided by the recipient to Third Parties under confidentiality provisions at least as stringent as those in this Agreement, for consulting, manufacturing development, manufacturing, external testing, marketing trials, potential investment and, with respect to Scynexis, to Third Parties who are permitted sublicensees or other development/marketing partners or potential development/marketing partners of Scynexis with respect to any of the subject matter of this Agreement; or (iii) is otherwise required to be disclosed in compliance with applicable laws or regulations or order by a court or other regulatory body having competent jurisdiction; provided that if a Party is required to make any such disclosure of the other Party's Confidential Information such Party will, except where impracticable for necessary disclosures (for example, to physicians conducting studies or to health authorities), give reasonable advance notice to the other Party of such disclosure requirement

10.5 *Исключения из обязательства.* Ограничения, содержащиеся в Пункте 10.4, не применяются к Конфиденциальной информации, которая (i) передана ее получателем в органы государственной власти в целях содействия выдаче Регистраций для Продукта, при условии, что должны быть приняты обоснованные меры для обеспечения конфиденциального обращения с указанной информацией; (ii) предоставлена ее получателем Третьим сторонам на основании положений о конфиденциальности, по меньшей мере столь же строгих, как соответствующие положения настоящего Соглашения, в целях консультирования, технологической разработки, производства, внешнего тестирования, маркетинговых исследований, потенциальных инвестиций, а также, в отношении компании «Сайнексис», Третьим сторонам, которые являются сублицензиатами, или иными партнерами по разработкам/маркетингу, или потенциальными партнерами по разработкам/маркетингу компании «Сайнексис» в отношении любого из предметов настоящего Соглашения; или (iii) иным образом должна быть раскрыта в соответствии с требованиями применяемых законов или норм, или распоряжения суда

and, except to the extent inappropriate in the case of patent applications, will use its best efforts to secure confidential treatment of such Confidential Information required to be disclosed.

10.6 *Limitations on Use.* Each Party shall use, and cause each of its Affiliates, its licensees and its sublicensees to use, any Confidential Information obtained by such Party from the other Party, its Affiliates, its licensees or its sublicensees, pursuant to this Agreement or otherwise, solely in connection with the activities or transactions contemplated hereby.

10.7 *Remedies.* Each Party shall be entitled, in addition to any other right or remedy it may have, at law or in equity, to an injunction, without the posting of any bond or other security, enjoining or restraining the other Party, its Affiliates, its licensees and/or its sublicensees from any violation or threatened violation of this Section 10.

или иного регулирующего органа надлежащей юрисдикции; при условии, что в случаях, когда Сторона должна осуществить любое подобное раскрытие Конфиденциальной информации другой Стороны, указанная Сторона, за исключением случаев, когда это неосуществимо при необходимом раскрытии информации (например, врачам, проводящим исследования, или органам здравоохранения), подать заблаговременное уведомление другой Стороне об указанном требовании раскрытия информации, и, за исключением той степени, в которой это неуместно в случае патентных заявок, должна принять все возможные меры для обеспечения конфиденциального рассмотрения указанной Конфиденциальной информации, которую требуется раскрыть.

10.6 *Ограничения на использование.* Каждая Сторона должна использовать, и должна обеспечить, чтобы каждое из ее Аффилированных лиц, каждый из ее лицензиатов и сублицензиатов использовали любую Конфиденциальную информацию, полученную указанной Стороной от другой Стороны, ее Аффилированных лиц, ее лицензиатов или ее сублицензиатов, на основании настоящего Соглашения или иначе, исключительно в связи с работами или сделками, предусмотренными настоящим Соглашением.

10.7 *Средства правовой защиты.* Каждая Сторона имеет, в дополнение к любому иному праву или средству правовой защиты, которое у нее может иметься по закону или по праву справедливости, право на судебный запрет, без внесения судебного залога или иного обеспечения, в целях наложения запрета или ограничений на другую Сторону, ее Аффилированных лиц, ее лицензиатов и/или ее сублицензиатов в отношении любого

нарушения или любой угрозы нарушения настоящей Статьи 10.

11. RECALL; INDEMNIFICATION; LIMITATION OF LIABILITY.

11.1 *Investigation; Recall.* In the event that the Regulatory Authority in any country in the Territory shall allege or prove that the Product does not comply with applicable rules and regulations in such country, R-Pharm shall notify Scynexis immediately and both Parties shall cooperate fully regarding the investigation and disposition of any such matter. If R-Pharm is required or should deem it appropriate to recall the Product and such recall is due to any gross negligence, recklessness or wrongful intentional acts or omissions by, or breach of representation and warranty, including representations and warranties set forth in the Section 2 of this Agreement, by Scynexis, then and in such event Scynexis shall bear all reasonable costs associated with such recall, including, without limitation, refund of the selling price and the actual cost of conducting the recall in accordance with the recall guidelines of the applicable Regulatory Authority. Otherwise, R-Pharm shall bear all costs and expenses associated with such recall.

11.2 *Indemnification by R-Pharm.* R-Pharm shall indemnify, defend and hold harmless Scynexis and its Affiliates, and their respective directors, officers, employees, subcontractors and Agents, from and against

11. ОТЗЫВ; ВОЗМЕЩЕНИЕ УЩЕРБА; ОГРАНИЧЕНИЕ ОТВЕТСТВЕННОСТИ

11.1 *Расследование; отзыв.* В случае, когда Регулирующий орган в какой-либо стране на Территории заявляет или доказывает, что Продукт не соответствует правилам и нормам, применяемым в данной стране, компания «Р-Фарм» должна незамедлительно уведомить компанию «Сайнексис», и обе Стороны должны в полной мере сотрудничать в отношении расследования и решения любого подобного вопроса. Если компания «Р-Фарм» обязана или считает уместным осуществить отзыв Продукта, и указанный отзыв обусловлен какой-либо грубой небрежностью, неосторожностью, намеренными неправомерными действиями или актами бездействия, или нарушением заявлений и гарантий со стороны «Сайнексис», включая заявления и гарантии, изложенные в Пункте 2 настоящего Соглашения, то в указанном случае компания «Сайнексис» должна взять на себя все обоснованные издержки, связанные с указанным отзывом, включая, в частности, возврат цены продажи и фактических расходов на осуществление указанного отзыва согласно указаниям по отзыву со стороны соответствующего Регулирующего органа. В противном случае компания «Р-Фарм» берет на себя все расходы и издержки, связанные с указанным отзывом.

11.2 *Гарантия возмещения ущерба со стороны «Р-Фарм».* Компания «Р-Фарм» гарантирует возмещение ущерба, защиту и освобождение от ответственности компании «Сайнексис» и ее Аффилированным лицам, а

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any and all liabilities, damages, losses, costs and expenses (including the reasonable fees of attorneys and other professionals) arising out of or resulting from:

(a) negligence, recklessness or wrongful intentional acts or omissions of R-Pharm, its Affiliates, if any, and their respective directors, officers, employees, subcontractors and Agents, in connection with the work performed by R-Pharm under the Territory Development Plan;

(b) any warranty claims, Product recalls or any tort claims of personal injury (including death) or property damage relating to or arising out of any distribution or sale of the Product by R-Pharm or its Affiliates due to any negligence, recklessness or wrongful intentional acts or omissions by, or strict liability of, R-Pharm or its Affiliates, and their respective directors, officers, employees, subcontractors and Agents, except, in each case, to the comparative extent such claim arose out of or resulted from the negligence, recklessness or wrongful intentional acts or omissions of Scynexis and its Affiliates, and their respective directors, officers, employees, subcontractors and Agents; and

также их соответствующим директорам, должностным лицам, работникам, субподрядчикам и Агентам в отношении всех и любых обязательств, убытков, потерь, расходов и издержек (включая разумно необходимые гонорары юристов и иных профессионалов), возникающих вследствие или в результате:

(a) небрежности, неосторожности или намеренных неправомерных действий либо актов бездействия компании «Р-Фарм», ее Афффилированных лиц, если таковые существуют, и их соответствующих директоров, должностных лиц, работников, субподрядчиков и Агентов в связи с работой, выполняемой компанией «Р-Фарм» по Плану разработок на Территории;

(b) любых претензий по гарантиям, отзывов Продукта, или любых требований, возникающих на основании причинения вреда здоровью (включая смерть) или имущественного ущерба, в отношении или вследствие любого распространения или продажи Продукта компанией «Р-Фарм» или ее Афффилированными лицами, в результате любой небрежности, неосторожности, намеренных неправомерных действий либо актов бездействия или строгой ответственности компании «Р-Фарм» или ее Афффилированных лиц и их соответствующих директоров, должностных лиц, работников, субподрядчиков и Агентов, за исключением, в каждом из случаев, относительного объема, в котором указанное требование возникло вследствие или в результате небрежности, неосторожности или намеренных неправомерных действий либо актов бездействия компании «Сайнексис» и ее Афффилированных лиц, а также их соответствующих директоров, должностных лиц, работников, субподрядчиков и Агентов; и

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(c) any breach of any representation or warranty made by R-Pharm under Section 2.

11.3 *Indemnification by Scynexis.* Scynexis shall indemnify, defend and hold harmless R-Pharm and its Affiliates and their respective directors, officers, employees, subcontractors and Agents, from and against any and all liabilities, damages, losses, costs and expenses (including the reasonable fees of attorneys and other professionals) arising out of or resulting from:

(a) negligence, recklessness or wrongful intentional acts or omissions of Scynexis or its Affiliates, and their respective directors, officers, employees, subcontractors and Agents, in connection with Scynexis' fulfillment of its obligations under Section 4;

(b) any warranty claims, Product recalls or any tort claims of personal injury (including death) or property damage relating to or arising out of any manufacture, of any Product by Scynexis or its Affiliates due to any negligence, recklessness or wrongful intentional acts or omissions by, or strict liability of, Scynexis or its Affiliates, and their respective directors, officers, employees, subcontractors and Agents, except, in each case, to the comparative extent such claim arose out of or resulted from the negligence, recklessness or wrongful intentional acts or omissions of R-Pharm or its Affiliates, and their respective directors, officers, employees, subcontractors and Agents;

(c) любого нарушения любых заявлений или гарантий, предоставленных компанией «Р-Фарм» согласно Статье 2.

11.3 *Гарантия возмещения ущерба со стороны «Сайнексис».* Компания «Сайнексис» гарантирует возмещение ущерба, защиту и освобождение от ответственности компании «Р-Фарм» и ее Аффилированным лицам, а также их соответствующим директорам, должностным лицам, работникам, субподрядчикам и Агентам в отношении всех и любых обязательств, убытков, потерь, расходов и издержек (включая разумно необходимые гонорары юристов и иных профессионалов), возникающих вследствие или в результате:

(a) небрежности, неосторожности или намеренных неправомерных действий либо актов бездействия компании «Сайнексис» или ее Аффилированных лиц, а также их соответствующих директоров, должностных лиц, работников, субподрядчиков и Агентов в связи с выполнением компанией «Сайнексис» ее обязательств по Статье 4;

(b) любых претензий по гарантиям, отзывов Продукта, или любых требований, возникающих на основании причинения вреда здоровью (включая смерть) или имущественного ущерба, в отношении или вследствие производства любого Продукта компанией «Сайнексис» или ее Аффилированными лицами, в результате любой небрежности, неосторожности, намеренных неправомерных действий либо актов бездействия или строгой ответственности компании «Сайнексис» или ее Аффилированных лиц и их соответствующих директоров, должностных лиц, работников, субподрядчиков и Агентов, за исключением, в каждом из случаев, относительного объема, в котором указанное

требование возникло вследствие или в результате небрежности, неосторожности или намеренных неправомерных действий либо актов бездействия компании «Р-Фарм» и ее Аффилированных лиц, а также их соответствующих директоров, должностных лиц, работников, субподрядчиков и Агентов;

(c) any breach of any representation or warranty made by Scynexis under Section 2; and

(d) [*] for any reason [*].

11.4 *Notice of Indemnification.* In the event that any person (an "Indemnitee") entitled to indemnification under Section 11.2 or 11.3 is seeking such indemnification, such Indemnitee shall inform the indemnifying Party of the claim as soon as reasonably practicable after such Indemnitee receives notice of such claim, shall permit the indemnifying Party to assume direction and control of the defense of the claim (including the sole right to settle it at the sole discretion of the indemnifying Party, provided that such settlement does not impose any obligation on, or otherwise adversely affect, the Indemnitee or the other Party) and shall cooperate as requested (at the expense of the indemnifying Party) in the defense of the claim.

11.5 *Complete Indemnification.* As the Parties intend complete indemnification, all

(c) любого нарушения любых заявлений или гарантий, предоставленных компанией «Сайнексис» согласно Статье 2;

(d) [*] по любой причине, [*].

11.4 *Уведомление о возмещении ущерба.* В случае, когда какое-либо лицо («Получатель возмещения»), обладающее правом на возмещение ущерба согласно Пункту 11.2 или 11.3, добивается указанного возмещения ущерба, указанный Получатель возмещения должен сообщить Стороне, гарантирующей возмещение, об указанной претензии в кратчайший осуществимый срок после того, как указанный Получатель возмещения получит уведомление об указанной претензии, а также должен позволить Стороне, гарантирующей возмещение, принять на себя управление и контроль в отношении возражений ответчика по указанной претензии (включая единоличное право урегулировать указанную претензию, исключительно на усмотрение Стороны, гарантирующей возмещение, при условии, что такое урегулирование не налагает никаких обязательств и в ином отношении не воздействует неблагоприятно на Получателя возмещения или на другую Сторону), и должен содействовать по запросу (за счет Стороны, гарантирующей возмещение) возражениям ответчика по указанной претензии.

11.5 *Полное возмещение ущерба.* Поскольку Стороны предусматривают полное возмещение ущерба, то все расходы и

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costs and expenses incurred by an Indemnitee in connection with enforcement of Sections 11.2 and 11.3 shall also be reimbursed by the indemnifying Party.

11.6 *Limitation of Liability.* EXCEPT FOR DAMAGES RESULTING FROM R-PHARM'S BREACH OF THE SCOPE OF THE LICENSES GRANTED OR ASSOCIATED RESTRICTIONS OR OWNERSHIP PROVISIONS, AND THE PARTIES' RESPECTIVE OBLIGATIONS REGARDING INDEMNIFICATION OR THE PROTECTION OF CONFIDENTIAL INFORMATION, TO THE FULL EXTENT ALLOWED BY LAW THE PARTIES EXCLUDE ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES THAT ARE NOT DIRECT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

12. TERM; TERMINATION.

12.1 *Term.* This Agreement shall become effective as of the Effective Date and, unless earlier terminated pursuant to the other provisions of this Section 12, shall expire upon the termination of R-Pharm's last obligation to

издержки, понесенные Получателем возмещения в связи с обеспечением правовой санкцией Пунктов 11.2 и 11.3, также должны быть возмещены Стороной, гарантирующей возмещение.

11.6 *Ограничение ответственности.* ЗА ИСКЛЮЧЕНИЕМ УБЫТКОВ, ВОЗНИКАЮЩИХ В РЕЗУЛЬТАТЕ НАРУШЕНИЯ КОМПАНИЕЙ «Р-ФАРМ» ОБЪЕМА ПРЕДОСТАВЛЕННЫХ ЛИЦЕНЗИЙ, ИЛИ СОПУТСТВУЮЩИХ ОГРАНИЧЕНИЙ ИЛИ ПОЛОЖЕНИЙ О ПРАВЕ СОБСТВЕННОСТИ, СООТВЕТСТВУЮЩИЕ ОБЯЗАТЕЛЬСТВА СТОРОН В ОТНОШЕНИИ ВОЗМЕЩЕНИЯ УЩЕРБА ИЛИ ЗАЩИТЫ КОНФИДЕНЦИАЛЬНОЙ ИНФОРМАЦИИ, В ПОЛНОЙ МЕРЕ, ДОПУСТИМОЙ ПО ЗАКОНУ ДЛЯ СТОРОН, ИСКЛЮЧАЮТ ЛЮБУЮ ОТВЕТСТВЕННОСТЬ, ОСНОВАННУЮ НА ДОГОВОРЕ, ДЕЛИКТЕ (ВКЛЮЧАЯ НЕБРЕЖНОСТЬ) ИЛИ ЛЮБОЙ ИНОЙ ПРАВОВОЙ ТЕОРИИ, ЗА ПОБОЧНЫЕ, КОСВЕННЫЕ, НЕПРЯМЫЕ, ОПРЕДЕЛЯЕМЫЕ ОСОБЫМИ ОБСТОЯТЕЛЬСТВАМИ ИЛИ ШТРАФНЫЕ УБЫТКИ ЛЮБОГО РОДА, ИЛИ ЗА ЛЮБЫЕ УБЫТКИ, НЕ ЯВЛЯЮЩИЕСЯ ПРЯМЫМИ, КОТОРЫЕ ВОЗНИКАЮТ ВСЛЕДСТВИЕ НАСТОЯЩЕГО СОГЛАШЕНИЯ, ИЛИ ЕГО ВЫПОЛНЕНИЯ ИЛИ НАРУШЕНИЯ, ИЛИ В СВЯЗИ С ЭТИМ, ДАЖЕ ЕСЛИ УКАЗАННАЯ СТОРОНА БЫЛА УВЕДОМЛЕНА О ВОЗМОЖНОСТИ УКАЗАННЫХ УБЫТКОВ.

12. СРОК ДЕЙСТВИЯ; ПРЕКРАЩЕНИЕ ДЕЙСТВИЯ.

12.1 *Срок действия.* Настоящее Соглашение вступает в силу на Дату вступления в силу и, если его действие не будет прекращено ранее в соответствии с другими положениями настоящей Статьи 12,

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pay royalties pursuant to the provisions of Section 6 of this Agreement.

12.2 *Termination for Cause.* Either Party (the "non-breaching Party") may, without prejudice to any other remedies available to it at law or in equity, terminate this Agreement in the event the other Party (the "breaching Party") shall have materially breached or defaulted in the performance of any of its material obligations hereunder, and such default shall have continued for [*] after written notice thereof was provided to the breaching party by the non-breaching party [*]. Any such termination shall become effective at the end of such [*] period unless the breaching party has cured any such breach or default prior to the expiration of such [*] period [*]. The right of either Party to terminate this Agreement as provided in this Section 12.2 shall not be affected in any way by such Party's waiver or failure to take action with respect to any previous default.

12.3 Effect of Expiration or Termination.

(a) Following expiration of the term of this Agreement:

(i) R-Pharm, to the extent

теряет силу после прекращения действия последнего обязательства компании «Р-Фарм» по выплате роялти в соответствии с положениями Статьи 6 настоящего Соглашения.

12.2 *Прекращение действия по конкретному основанию.* Любая из Сторон («Сторона, не нарушающая обязательств») может, без ущерба для любых иных средств правовой защиты, доступных ей по закону или по праву справедливости, прекратить действие настоящего Соглашения в случае, если другая Сторона («Сторона, нарушающая обязательства») существенным образом нарушила или не исполнила какие-либо из своих существенных обязательств по настоящему Соглашению, и указанное неисполнение обязательств продолжило иметь место в течение [*] после того, как письменное уведомление об этом было подано стороне, нарушающей обязательства, стороной, не нарушающей обязательств [*]. Любое указанное прекращение действия вступает в силу по окончании указанного [*] срока, за исключением случая, когда сторона, нарушающая обязательства, исправила какое-либо подобное нарушение или неисполнение до истечения указанного [*] срока [*]. На право каждой Стороны прекратить действие настоящего Соглашения, как предусмотрено в настоящем Пункте 12.2, никоим образом не влияет отказ данной Стороны от претензий или ее неспособность принять меры в отношении какого-либо предыдущего невыполнения обязательств.

12.3 *Последствия истечения срока действия или прекращения действия.*

(a) После истечения срока действия настоящего Соглашения:

(i) Компания «Р-Фарм», в той степени, в которой это требуется по закону,

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required by law, shall have a non-exclusive, royalty-free, perpetual right to continue to make, have made, use, market, distribute, sell, export within the Territory and/or import all Products in all countries in the Territory, and the non-exclusive, perpetual and paid-up right to use the Licensed Technology in connection therewith;

(ii) Scynexis shall have: (A) the fully-paid non-exclusive right to continue to cross-reference and otherwise exercise its rights as set forth in Section 4 under the Registrations and other regulatory filings for all Products in all countries in the Territory; and (B) the fully-paid, non-exclusive, perpetual right to continue to use patents or know-how that embody or relate to the Inventions described in Section 5.6 solely for the purposes set forth in Section 5.6.

(b) If this Agreement is terminated with respect to a portion of the Territory (the "Subject Portion") by Scynexis pursuant to Sections 4.8, 5.3, 12.2 or 14.5(d), in addition to any other remedies available to Scynexis at law or in equity: (i) R-Pharm shall promptly transfer to Scynexis copies of all data, reports, records and materials in R-Pharm's possession or control that relate, whether exclusively or non-exclusively, to the Territory Development Plan and return to Scynexis all relevant records and materials in R-Pharm's possession or control that relate exclusively to the Subject Portion and contain Confidential Information of Scynexis (provided that R-Pharm may keep one hard (non-electronic) copy of such Confidential Information of Scynexis for archival purposes only); (ii) all licenses

имеет неисключительное, без уплаты роялти, бессрочное право на продолжение изготовления, осуществленного изготовления, использования, маркетинга, распространения, продажи, экспорта в пределах Территории и/или импорта всех Продуктов во всех странах на Территории, а также неисключительное, бессрочное и оплаченное право на использование Лицензированной технологии в связи с этим;

(ii) компания «Сайнексис» имеет: (A) полностью оплаченное неисключительное право на продолжение перекрестных ссылок и на иное осуществление своих прав, изложенных в Статье 4, по Регистрациям и иным документам, поданным в целях регулирования для всех Продуктов во всех странах на Территории; и (B) полностью оплаченное, неисключительное, бессрочное право на продолжение использования патентов или ноу-хау, реализующих Изобретения, описанные в Пункте 5.6, или относящихся к ним, исключительно в целях, описанных в Пункте 5.6.

(b) Если действие настоящего Соглашения прекращено в отношении части Территории («Зависимой части») компанией «Сайнексис» согласно Пунктам 4.8, 5.3, 12.2 или 14.5(d), то, в дополнение к любым иным средствам правовой защиты, доступным компании «Сайнексис» по закону или по праву справедливости: (i) компания «Р-Фарм» должна незамедлительно передать компании «Сайнексис» копии всех данных, отчетов, учетных документов или материалов, находящихся во владении или под контролем «Р-Фарм», которые относятся, исключительно или не исключительно, к Плану разработок на Территории, и вернуть компании «Сайнексис» все соответствующие учетные документы и материалы, находящиеся во владении или под контролем

granted by Scynexis to R-Pharm hereunder shall terminate with respect to the Subject Portion; (iii) R-Pharm shall transfer to Scynexis, or shall cause its designee(s) under Section 4.4(b) to transfer to Scynexis, ownership of all INDs, Registration Applications, Registrations and other regulatory filings made or filed for the Product in the Subject Portion; and (iv) R-Pharm shall transfer to Scynexis all rights to use the Trademark with respect to the Product in all countries throughout the Subject Portion.

«Р-Фарм», которые относятся исключительно к Зависимой части и содержат Конфиденциальную информацию «Сайнексис» (при условии, что «Р-Фарм» может сохранить одну копию на бумажном носителе (неэлектронную) указанной Конфиденциальной информации «Сайнексис» исключительно в целях архивирования); (ii) все лицензии, предоставленные компанией «Сайнексис» компании «Р-Фарм» по настоящему Соглашению, прекращают действовать в отношении Зависимой части; (iii) компания «Р-Фарм» должна передать компании «Сайнексис» или распорядиться о том, чтобы ее назначенное лицо (назначенные лица) по Пункту 4.4(b) передали компании «Сайнексис» право собственности на все Заявки IND, Заявки на регистрацию, Регистрации и все прочие документы в целях регулирования, составленные или поданные по Продукту в Зависимой части; и (iv) компания «Р-Фарм» должна передать компании «Сайнексис» все права на использование Товарного знака в отношении Продукта во всех странах в пределах Зависимой части.

(c) If this Agreement is terminated in its entirety by Scynexis pursuant to Section 4.8, 5.3, 12.2 or 14.5(d) by reason of a breach by R-Pharm, in addition to any other remedies available to Scynexis at law or in equity: (i) R-Pharm shall promptly transfer to Scynexis copies of all data, reports, records and materials in Scynexis' possession or control that relate to the Territory Development Plan and return to Scynexis all relevant records and materials in R-Pharm's possession or control containing Confidential Information of Scynexis (provided that R-Pharm may keep one copy of such Confidential Information of Scynexis for archival purposes only); (ii) all licenses granted by Scynexis to R-Pharm

(c) Если действие настоящего Соглашения в целом прекращено компанией «Сайнексис» на основании Пункта 4.8, 5.3, 12.2 или 14.5(d) по причине нарушения со стороны «Р-Фарм», то, в дополнение к любым иным средствам правовой защиты, доступным компании «Сайнексис» по закону или по праву справедливости: (i) компания «Р-Фарм» должна незамедлительно передать компании «Сайнексис» копии всех данных, отчетов, учетных документов и материалов, находящихся во владении или под контролем «Сайнексис», которые относятся к Плану разработок на Территории, а также вернуть компании «Сайнексис» все соответствующие учетные документы и материалы,

hereunder shall terminate; (iii) R-Pharm shall transfer to Scynexis ownership of all INDs, Registration Applications, Registrations and other regulatory filings made or filed for the Product; and (iv) R-Pharm shall transfer to Scynexis all rights to use the Trademark with respect to the Product in all countries throughout the Territory. Furthermore, Scynexis shall have a fully-paid, non-exclusive, perpetual right to continue to use patents or know-how that embody or relate to the Inventions described in Section 5.6 solely for the purposes set forth in Section 5.6.

находящиеся во владении или под контролем «Р-Фарм» и содержащие Конфиденциальную информацию «Сайнексис» (при условии, что «Р-Фарм» может сохранить одну копию указанной Конфиденциальной информации «Сайнексис» исключительно в целях архивирования); (ii) все лицензии, предоставленные компанией «Сайнексис» компании «Р-Фарм» по настоящему Соглашению, прекращают действовать; (iii) компания «Р-Фарм» должна передать компании «Сайнексис» право собственности на все Заявки IND, Заявки на регистрацию, Регистрации и все прочие документы в целях регулирования, составленные или поданные по Продукту; и (iv) компания «Р-Фарм» должна передать компании «Сайнексис» все права на использование Товарного знака во всех странах в отношении Продукта во всех странах в пределах Территории. Кроме того, «Сайнексис» имеет полностью оплаченное, неисключительное, бессрочное право на продолжение использования патентов или ноу-хау, реализующих Изобретения, описанные в Пункте 5.6, или относящихся к указанным Изобретениям, исключительно в целях, изложенных в Пункте 5.6.

12.4 Accrued Rights; Surviving Obligations.

(a) Termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of either Party prior to such termination, relinquishment or expiration. Such termination, relinquishment or expiration shall not relieve either Party from obligations which are expressly indicated to survive termination or expiration of this Agreement.

12.4 Возникшие права; обязательства, продолжающие действовать.

(a) Прекращение действия настоящего Соглашения, отказ от него или истечение срока действия настоящего Соглашения по любой причине не наносит ущерба никаким правам, возникшим в пользу одной из Сторон до указанного прекращения действия, отказа или истечения срока действия. Указанное прекращение действия, отказ или истечение срока действия не освобождает ни одну из Сторон от обязательств, которые, как указано явно, продолжают действовать после прекращения действия или истечения срока действия настоящего Соглашения.

(b) All of the provisions of Sections 7.3, 7.4, 7.5, 10.4, 10.5, 10.6, 10.7, 11, 12.3, 12.4, 14 and 15, and all other provisions in this Agreement which due to their subject matter would ordinarily and reasonably be expected to survive termination, relinquishment or expiration of this Agreement, shall survive termination, relinquishment or expiration of this Agreement for any reason.

13. FORCE MAJEURE.

(a) *Events of Force Majeure.* Neither Party shall be held liable or responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in fulfilling or performing any obligation of this Agreement when such failure or delay is due to *force majeure*, and without the fault or negligence of the Party so failing or delaying. For purposes of this Agreement, *force majeure* is defined as causes beyond the control of the Party, including, without limitation, acts of God; acts, regulations, or laws of any government; war; civil commotion; destruction of production facilities or materials by fire, flood, earthquake, explosion or storm; labor disturbances; epidemic; and failure of public utilities or common carriers. In such event Scynexis or R-Pharm, as the case may be, shall immediately notify the other Party of such inability and of the period for which such inability is expected to continue. The Party giving such notice shall thereupon be excused from such of its obligations under this Agreement as it is thereby disabled from performing for so long as it is so disabled and

(b) Все положения Пунктов 7.3, 7.4, 7.5, 10.4, 10.5, 10.6, 10.7, 11, 12.3, 12.4, 14 и 15, и все прочие положения настоящего Соглашения, которые вследствие своей сущности могли бы, на основании обычных обоснованных предположений, продолжать действовать после прекращения действия настоящего Соглашения, после отказа от него или после истечения его срока действия, должны продолжать действовать после прекращения действия настоящего Соглашения, после отказа от него или после истечения его срока действия по любой причине.

13. ФОРС-МАЖОРНЫЕ ОБСТОЯТЕЛЬСТВА.

(a) *Случаи, обусловленные форс-мажорными обстоятельствами.* Ни одна Сторона не должна быть признана ответственной или несущей ответственность перед другой Стороной, и не должна считаться не выполняющей обязательства по настоящему Соглашению или нарушающей какое-либо его положение вследствие неисполнения или просрочки исполнения любого обязательства по настоящему Соглашению, если указанная просрочка или неисполнение обусловлена форс-мажорными обстоятельствами, без вины или небрежности Стороны, допускающей указанные неисполнение или просрочку. В целях настоящего Соглашения форс-мажорные обстоятельства определены как причины, не контролируемые данной Стороной, в том числе, в частности, стихийные бедствия; действия, предписания или законы любого правительства; война; гражданские волнения; уничтожение производственного оборудования или материалов вследствие пожара, наводнения, землетрясения, взрыва или урагана; трудовые беспорядки; эпидемии; а также сбой в работе предприятий

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the 30 days thereafter. To the extent possible, each Party shall use reasonable efforts to minimize the duration of any *force majeure*.

общественного пользования или общественных перевозчиков. В указанном случае компания «Сайнексис» или, соответственно, «Р-Фарм» должна незамедлительно уведомить другую Сторону об указанной неспособности и о сроке, в течение которого ожидается продолжение указанной неспособности. Сторона, подавшая указанное уведомление, освобождается от тех ее обязательств по настоящему Соглашению, которые она не способна выполнять по указанной причине, на срок существования указанной неспособности и в течение последующих 30 дней. По возможности каждая Сторона должна принимать разумно необходимые меры для сведения к минимуму продолжительности любых форс-мажорных обстоятельств.

14. COMPLIANCE WITH LAW AND ETHICAL BUSINESS PRACTICES.

14.1 Each Party shall perform its obligations under this Agreement in compliance with the requirements of applicable law.

14.2 R-Pharm acknowledges that Scynexis' corporate policy requires that Scynexis' business must be conducted within the letter and spirit of the law, including the U.S. Foreign Corrupt Practices Act. By signing this Agreement, R-Pharm agrees to conduct the activities contemplated herein in a manner which is consistent with both law and good business ethics.

14.3 Without limitation of the foregoing, R-Pharm warrants that none of its employees, Agents, officers or other members of its

14. СОБЛЮДЕНИЕ ЗАКОНОВ И ЭТИЧЕСКИХ НОРМ ВЕДЕНИЯ БИЗНЕСА.

14.1 Каждая Сторона должна выполнять свои обязательства по настоящему Соглашению с соблюдением требований соответствующего законодательства.

14.2 Компания «Р-Фарм» признает, что, согласно требованиям корпоративной политики «Сайнексис», коммерческая деятельность «Сайнексис» должна осуществляться согласно букве и духу закона, включая Закон США о коррупции за рубежом. Посредством подписания настоящего Соглашения «Р-Фарм» соглашается осуществлять деятельность, предусмотренную настоящим Соглашением, таким способом, который совместим как с законом, так и с надлежащей деловой этикой.

14.3 Без ограничения общности вышеизложенного, компания «Р-Фарм» гарантирует, что никакие из ее работников,

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management are officials, officers, Agents, representatives of any government or international public organization. No member of the R-Pharm Group (for purposes of this Section 14, R-Pharm and its Affiliates) has offered or given, or will offer or give, and there is no person that has offered or given on any of their behalf, nor will offer or give, anything of value to any official of a Governmental Authority, any political party or official thereof or any candidate for political office, any customer or member of any Governmental Authority, or any other person, in any such case while knowing or having reason to know that all or a portion of such money or thing of value may be offered, given or promised, directly or indirectly, to any customer or member of any Governmental Authority or any candidate for political office, for the purpose of:

(a) influencing any action or decision of such person, in such person's official capacity, including a decision to fail to perform such person's official function;

(b) inducing such person to use such person's influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority to assist a member of the R-Pharm Group in obtaining or retaining business for, with, or directing business to, any person; or

Агентов, должностных лиц или иных членов ее руководства не являются ответственными работниками, Агентами, должностными лицами, представителями какого бы то ни было правительства или международной общественной организации. Ни один участник Группы «Р-Фарм» (в целях настоящей Статьи, «Р-Фарм» и ее Аффилированные лица) не предложил и не предоставил, а также не предложит и не предоставит, и не существует никакого лица, которое предложило или предоставило, или предложит или предоставит от имени любого указанного участника какой-либо ценный предмет любому должностному лицу Органа государственной власти, любой политической партии или ее ответственному лицу, или любому кандидату на государственный пост, любому клиенту или члену любого Органа государственной власти, или любому иному лицу, в любом подобном случае сознавая или имея причину сознавать, что указанная денежная сумма или ценный предмет в целом, или их часть, могут быть предложены, предоставлены или обещаны, прямо или косвенно, любому клиенту или члену любого Органа государственной власти, или любому кандидату на государственный пост, в целях:

(a) влияния на любое действие или решение указанного лица в рамках должностного положения указанного лица, включая решение о невыполнении официальной функции указанного лица;

(b) склонения указанного лица к использованию влияния указанного лица в любом Органе государственной власти в целях воздействия или влияния на любое действие или решение указанного Органа государственной власти по содействию участнику Группы «Р-Фарм» при обеспечении или сохранении коммерческих

сделок для любого лица или с любым лицом, или при управлении коммерческими сделками с любым лицом; или

(c) where such payment would constitute a bribe, kickback or illegal or improper payment to assist a member of the R-Pharm Group in obtaining or retaining business for, with, or directing business to, any person.

(c) в случаях, когда указанный платеж мог бы представлять собой взятку, откат или незаконный либо ненадлежащий платеж, в целях содействия участнику Группы «Р-Фарм» при обеспечении или сохранении коммерческих сделок для любого лица или с любым лицом, или при управлении коммерческими сделками с любым лицом.

14.4 No member of the R-Pharm Group nor any of their directors, officers or employees, or representatives, with respect to the business of the Group, has taken or will take any action in violation of applicable:

14.4 Ни один участник Группы «Р-Фарм», а также ни один из их директоров, должностных лиц или работников, или представителей данного участника, в отношении коммерческой деятельности указанной Группы не осуществил и не осуществит никаких действий в нарушение соответствующих:

(a) anti-money laundering or anti-bribery laws;

(a) законов о борьбе с отмыванием незаконных доходов или о борьбе со взяточничеством;

(b) economic sanctions and trade embargo laws;

(b) экономических санкций и законов о торговом эмбарго;

(c) import and export laws, including those regulating (A) the shipment or transfer of goods, equipment, materials, and software from one country or territory to another; or (B) the transfer of technology and services from a national of one country or territory to another.

(c) законов об импорте и экспорте, в том числе регулирующих (А) перевозку или перемещение товаров, оборудования, материалов и программного обеспечения из одной страны или территории в другую; или (В) передачу технологии и услуг от гражданина одной страны или территории в другую страну или территорию.

14.5 No member of the R-Pharm Group nor, so far as R-Pharm is aware, any director, officer or employee of any member of the R-Pharm Group:

14.5 Ни один участник Группы «Р-Фарм», а также, насколько известно компании «Р-Фарм», ни один директор, должностное лицо или работник любого участника Группы «Р-Фарм»:

(a) is currently subject to any

(a) в настоящее время не подвержен никаким санкциям, введенным

sanctions administered by the U.S. Department of the Treasury ("OFAC") or any similar sanctions imposed by the European Union, the United Nations or any other body, governmental or other (collectively, "Other Economic Sanctions"); or

(b) R-Pharm will not, directly or indirectly, use any proceeds received by it under this Agreement or lend, contribute or otherwise make available such proceeds to any other person or entity, for the purpose of financing the activities of any person currently subject to any sanctions administered by OFAC or any Other Economic Sanctions.

(c) R-Pharm and its Affiliates have in place internal financial and management controls and procedures that are designed to monitor, audit, detect and prevent any prohibited payments, any violations of sanctions administered by OFAC or any Other Economic Sanctions.

(d) R-Pharm's failure to abide by the provisions of this Section shall be deemed a material breach of this Agreement. Scynexis may in such case and with immediate effect terminate this Agreement at its sole discretion upon written notice to R-Pharm and without prejudice to any other remedies that may be available to Scynexis.

Министерством финансов США («ОФАС»), или любым аналогичным санкциям, введенным Европейским Союзом, Организацией Объединенных Наций или любой иной организацией, государственной или иной (совместно именуемым «Прочие экономические санкции»); и

(b) компания «Р-Фарм» не будет прямо или косвенно использовать никакие поступления, полученные компанией «Р-Фарм» по настоящему Соглашению, а также не будет ссужать, вносить в качестве вклада или иначе предоставлять указанные поступления никакому иному лицу или предприятию, в целях финансирования деятельности любого лица, в настоящее время подверженного любым санкциям, введенным ОФАС, или любым Прочим экономическим санкциям.

(c) у компании «Р-Фарм» и ее Аффилированных лиц имеются в наличии меры и процедуры внутреннего финансового и управленческого контроля, предназначенные для мониторинга, аудита, выявления и предотвращения любых запрещенных платежей, любых нарушений санкций, установленных ОФАС, или любых Прочих экономических санкций.

(d) неспособность компании «Р-Фарм» соблюдать положения настоящей Статьи считается существенным нарушением настоящего Соглашения. В указанном случае компания «Сайнексис» имеет право незамедлительно прекратить действие настоящего Соглашения, исключительно на свое усмотрение, посредством письменного уведомления в адрес «Р-Фарм», без ущерба для любых иных средств правовой защиты, которые могут быть доступны компании «Сайнексис».

14.6 R-Pharm shall indemnify and hold Scynexis and any of its Affiliates harmless from and against any and all liabilities (including all costs and reasonable attorneys' fees associated with defending against such claims) that may arise by reason of the acts or omissions of R-Pharm or other Third Parties acting on R-Pharm's behalf which would constitute a violation of this Section.

15. MISCELLANEOUS.

15.1 *Relationship of Parties.* Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the Parties. No Party shall incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

15.2 *Assignment.* Any Party may not assign its rights or duties hereunder without the express written consent of the other Party, except that such Party may assign all, but not less than all, of its rights and transfer its duties hereunder to any assignee of all or substantially all of its business (or that portion thereof to which this Agreement relates) or in the event of this Party's merger, consolidation

14.6 Компания «Р-Фарм» должна обеспечить возмещение ущерба и освобождение от ответственности компании «Сайнексис» и любого из ее Аффилированных лиц в отношении всех и любых обязательств (включая все расходы и обоснованные гонорары юристов, связанные с возражениями ответчика против указанных претензий), могущих возникнуть по причине действий или упущений компании «Р-Фарм» или иных Третьих Сторон, действующих от имени «Р-Фарм», которые могли бы представлять собой нарушение настоящей Статьи.

15. РАЗНОЕ.

15.1 *Взаимоотношения Сторон.* Никакие положения настоящего Соглашения не предназначены для установления нижеуказанных отношений и не должны считаться устанавливающими отношения партнерства, агентские взаимоотношения, отношения работодателя и работника по найму или отношения участников совместного предприятия между Сторонами. Ни одна Сторона не должна брать на себя никакие задолженности и не должна связывать себя никакими обязательствами для другой Стороны, за исключением той степени, в которой это конкретно предусмотрено настоящим Соглашением, если это предусмотрено.

15.2 *Передача прав.* Стороны не могут передать свои права или обязанности по настоящему Соглашению без предварительного письменного согласия другой Стороны, за исключением того, что такая Сторона может передать все, но не менее чем все свои права по настоящему Соглашению и передать свои обязанности по настоящему Соглашению любому преемнику всей или почти всей коммерческой

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or involvement in a similar transaction. No assignment and transfer by such Party shall be valid or effective, and shall be void, unless done in accordance with this Section 15.2 and unless and until the assignee/transferee shall agree in writing to be bound by the provisions of this Agreement. Scynexis may assign all or any part of this Agreement and/or its rights and duties hereunder freely so long as the assignee/transferee shall agree in writing to be bound by this Agreement; provided, however, the assignee/transferee shall cooperate in good faith with R-Pharm to effect any such assignment in a manner which appropriately considers the time and costs involved for R-Pharm.

15.3 *Books and Records.* Any books and records to be maintained under this Agreement by a Party or its Affiliates shall be maintained in accordance with generally accepted accounting principles, consistently applied.

15.4 *Further Actions.* Each Party shall execute, acknowledge and deliver such further instruments, and do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

деятельности такой Стороны (или той ее части, к которой относится настоящее Соглашение), и за исключением случая слияния или консолидации компании данной Стороны или ее участия в аналогичной сделке. Никакая передача и переуступка со стороны такой Стороны не является законной и действительной и не имеет юридической силы, если она не осуществлена в соответствии с настоящим Пунктом, и до тех пор, пока соответствующий правопреемник/получатель прав не согласится в письменном виде быть связанным положениями настоящего Соглашения. Компания «Сайнексис» может уступить все или любую часть настоящего Соглашения и/или своих прав и обязанностей по настоящему Соглашению свободно в случае если правопреемник/получатель прав дал согласие в письменной форме быть связанным положениями настоящего Соглашения; при условии, однако, что правопреемник/получатель прав должен добросовестно взаимодействовать с компанией «Р-Фарм» для придания юридической силы такой уступке способом, который приемлем, исходя из временных и финансовых затрат для компании «Р-Фарм».

15.3 *Бухгалтерские книги и учетные документы.* Любые бухгалтерские книги и учетные документы, подлежащие ведению на основании настоящего Соглашения Стороной или ее Аффилированными лицами, должны вестись в соответствии с общепринятыми принципами бухгалтерского учета, применяемыми согласованно.

15.4 *Дополнительные действия.* Каждая Сторона должна оформлять, подтверждать и представлять такие дополнительные документы, и осуществлять все прочие действия, которые могут быть необходимы или уместны для осуществления целей и

Scynexis and R-Pharm agree that they will duly cooperate in execution and registering with required governmental authorities this Agreement and/or any other agreements (including, entering into separate license agreements, as applicable) in accordance with which R-Pharm and/or Scynexis are granted rights and licenses in order to effectuate the rights and licenses granted hereunder. Scynexis and R-Pharm shall execute and cause any Third Parties to execute any and all documents and perform and cause any other Third Parties to perform any and all actions necessary to ensure that this Agreement and/or any other agreements granting R-Pharm and/or Scynexis rights and licenses duly comply with all applicable government requirements. All costs of filings such documents in the Territory shall be borne by R-Pharm.

15.5 Notice.

(a) Any notice or request required or permitted to be given under or in connection with this Agreement shall be deemed to have been sufficiently given if in writing and personally delivered or sent by certified mail (return receipt requested), facsimile transmission (receipt verified), or overnight express courier service (signature required), prepaid, to the Party for which such notice is intended, at the address set forth for such Party below:

In the case of Scynexis, to:

намерения настоящего Соглашения.

«Сайнексис» и «Р-Фарм» соглашаются должным образом взаимодействовать в целях заключения и регистрации в уполномоченных правительственных органах настоящее Соглашение и/или иные соглашения (включая, заключение отдельных лицензионных соглашений, если применимо) в соответствии с которыми «Р-Фарм» и/или «Сайнексис» предоставляются лицензии и права в целях приведения в действие прав и лицензий, предоставленных настоящим Соглашением. «Сайнексис» и «Р-Фарм» обязуются обеспечить подписание любыми Третьими лицами всех необходимых документов и совершение любых действий, необходимых для обеспечения того, чтобы настоящее Соглашение и /или иные соглашения, предоставляющее «Р-Фарм» и/или «Сайнексис» права и лицензии соответствовало всем применимым требованиям. Все расходы на подачу таких документов на Территории несет компания «Р-Фарм».

15.5 Уведомления.

(a) Любое уведомление или требование, которое необходимо или разрешено подать в соответствии или в связи с настоящим Соглашением, считается достаточным образом поданным, если оно подано в письменном виде и доставлено лично либо отправлено посредством заказного письма (с уведомлением о вручении), факсимильной связи (с подтверждением получения) или курьерской службы с доставкой на следующий день (требуется подпись), с предоплатой, той Стороне, которой предназначено данное сообщение, по адресу, указанному ниже для данной Стороны:

В случае «Сайнексис», по адресу:

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

Scynexis, Inc.
3501C Tricenter Blvd
Durham, NC 27713
Attention: General Counsel
Facsimile No.: +1-919-544-8697

«Сайнексис, Инк.»
3501C Tricenter Blvd
Durham, NC 27713
Внимание: Генерального советника
№ факса: +1-919-544-8697

In the case of R-Pharm, to:
R-Pharm, CJSC
Berzarina str.
19 bld. 1
117105 Moscow, Russia
Attention: General director
Facsimile No.: + 7-495-956-7938

В случае «Р-Фарм», по адресу:
ЗАО «Р-Фарм»
Российская Федерация, 117105 Москва
улица Берзарина, д. 19, строение 1
Внимание: Генерального директора
№ факса: + 7 -495 -956-7938

(b) All correspondence, notices and other communications of any kind whatsoever given between the Parties, including, without limitation, all data, information and reports relating to the Development Plan and all regulatory filings, shall be promptly provided to the other Party in English, or as an English translation thereof, as the case may be.

(b) Вся переписка, уведомления и прочие сообщения любого рода, подаваемые Сторонами друг другу, включая, в частности, все данные, сведения и отчеты, относящиеся к Плану разработки, и все документы, подаваемые в целях регулирования, должны незамедлительно предоставляться другой Стороне на английском языке, или, соответственно, в виде английского перевода данного текста.

15.6 *Use of Name.* Except as otherwise provided herein, neither Party shall have any right, express or implied, to use in any manner the name or other designation of the other Party or any other trade name or trademark of the other Party (including, without limitation, the Trademark) for any purpose in connection with the performance of this Agreement.

15.6 *Использование наименования.* За исключением случаев, когда иное предусмотрено в настоящем Соглашении, ни одна Сторона не имеет никакого права, явного или подразумеваемого, на использование, любым образом, наименования или иного обозначения другой Стороны, или любого иного фирменного наименования или товарного знака другой Стороны (включая, в частности, Товарный знак) для любой цели, связанной с выполнением настоящего Соглашения.

15.7 *Public Announcements.* Except as

15.7 *Публичные объявления.* За

permitted by Section 10.3, neither Party shall make any public announcement concerning this Agreement or the subject matter hereof without the prior written consent of the other Party, which shall not be unreasonably withheld, provided that it shall not be unreasonable for a Party to withhold consent with respect to any public announcement containing any of such Party's Confidential Information.

15.8 *Waiver.* A waiver by either Party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach hereof. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either Party.

15.9 *Compliance with Law.* Nothing in this Agreement shall be deemed to permit a Party to export, reexport or otherwise transfer any Product sold under this Agreement without compliance with applicable laws.

15.10 *Severability.* When possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating

исключением разрешенного Пунктом 10.3, ни одна Сторона не должна делать никаких публичных объявлений относительно настоящего Соглашения или его предмета без предварительного письменного согласия другой Стороны, в котором не должно быть необоснованно отказано, при условии, что для Стороны не является необоснованным отказ в предоставлении согласия на любое публичное объявление, содержащее любую Конфиденциальную информацию указанной Стороны.

15.8 *Отказ от требований.* Отказ любой из Сторон от требований по любому из условий настоящего Соглашения в любом случае не должен рассматриваться или истолковываться как отказ от требований по данному условию в будущем, или по любому его последующему нарушению. Все права, средства правовой защиты, положения, обязательства и согласия, содержащиеся в настоящем Соглашении, являются кумулятивными, и ни одно из них не является ограничением ни для какого иного средства правовой защиты, положения, обязательства или согласия любой из Сторон.

15.9 *Соблюдение законодательства.* Никакое положение настоящего Соглашения не должно считаться позволяющим Стороне осуществлять экспорт, реэкспорт или иное перемещение Продукта, проданного на основании настоящего Соглашения, без соблюдения соответствующих законов.

15.10 *Делимость.* По возможности, каждое положение настоящего Соглашения будет интерпретироваться таким образом, чтобы быть законным и действительным по соответствующему закону, но если какое-либо положение настоящего Соглашения признано запрещенным или недействительным по соответствующему

the remainder of this Agreement.

15.11 *Amendment.* No amendment, modification or supplement of any provisions of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

15.12 *Governing Law; English Original Controlling.* This Agreement shall be governed by and interpreted in accordance with the laws of the [*] without regard to conflicts of law principles. This Agreement is written and executed in the English and Russian languages. In the event of any conflict in interpretation between the English, Russian, or any other language versions of this Agreement, the English version shall prevail.

15.13 *Arbitration.* Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the [*] in effect on the Effective Date of this Agreement. The number of arbitrators shall be three. The place of arbitration shall be [*]. The language to be used in the arbitral proceedings shall be English. In addition to the authority conferred upon the arbitral tribunal by the [*], the arbitral tribunal shall have the authority to order discovery in accordance with the [*].

закону, то указанное положение будет недействительным только в той степени, в которой существует указанный запрет или недействительность, не лишая законной силы оставшуюся часть настоящего Соглашения.

15.11 *Поправки.* Никакие поправки, изменения или дополнения в отношении любых положений настоящего Соглашения не являются действительными или действующими, если они не составлены в письменном виде и не подписаны надлежащим образом уполномоченным должностным лицом каждой из Сторон.

15.12 *Регулирующее законодательство; преимущественная сила оригинала на английском языке.* Настоящее Соглашение регулируется законами [*] и интерпретируется в соответствии с указанными законами, без учета принципов коллизионного права. Оригинал настоящего Соглашения на английском языке имеет преимущественную силу по отношению к любым его переводам. Настоящее Соглашение составлено на английском и русском языках. В случае расхождений в истолковании настоящего Соглашения между английской, русской версиями или версией на любом ином языке, английская версия имеет преимущественную силу.

15.13 *Арбитраж.* Любые споры, противоречия или претензии, возникающие из настоящего Соглашения или в связи с ним, или в связи с нарушением, прекращением или недействительностью настоящего Соглашения, должны быть урегулированы в соответствии с [*], действующими на Дату вступления в силу настоящего Соглашения. Рассмотрение осуществляется тремя арбитрами. Место разбирательства [*]. Языком арбитражного разбирательства должен быть английский. В дополнение к полномочиям, предоставленным трибуналу,

[*], арбитражный трибунал также наделяется полномочиями на выдачу приказа о предоставлении документов в соответствии с [*].

15.14 *Entire Agreement.* This Agreement and the other documents and agreements executed in connection herewith and therewith, together with the schedules and exhibits to any of the foregoing, sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions and negotiations between them, and neither of the Parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer or representative of the Party to be bound thereby.

15.15 *Parties in Interest.* All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective permitted successors and assigns.

15.16 *Descriptive Headings.* The descriptive headings of this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

15.14 *Соглашение в целом.* Настоящее Соглашение и прочие документы и соглашения, оформленные в связи с настоящим Соглашением и в связи с вышеизложенным, вместе со всеми приложениями и дополнениями к любым из вышеуказанных документов, излагают соглашение в целом и договоренность между Сторонами в отношении предмета настоящего Соглашения и объединяют в себе все предыдущие обсуждения и переговоры между Сторонами, и ни одна из Сторон не связана никакими условиями, определениями, гарантиями, договоренностями или заявлениями в отношении указанного предмета, отличными от тех, что предусмотрены явно в настоящем Соглашении, или надлежащим образом изложены на дату настоящего Соглашения либо впоследствии в письменном виде, за подписью надлежащего и должным образом уполномоченного должностного лица или представителя Стороны, которая должна быть связана вышеуказанным.

15.15 *Заинтересованные стороны.* Все условия настоящего Соглашения являются обязательными для Сторон по настоящему Соглашению и для их соответствующих разрешенных преемников и правопреемников, действуют в их пользу и обеспечены правовой санкцией с их стороны.

15.16 *Описательные заголовки.* Описательные заголовки в настоящем Соглашении приведены только для удобства, они не имеют силы или действия при толковании или интерпретации каких-либо положений настоящего Соглашения.

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

15.17 *Counterparts.* This Agreement may be executed simultaneously in any number of counterparts, but all such counterparts taken together shall constitute one and the same agreement.

15.17 *Экземпляры.* Настоящее Соглашение может быть оформлено одновременно в любом количестве экземпляров, но все указанные экземпляры, взятые вместе, представляют собой одно и то же соглашение.

15.18 *Parties addresses and bank details.*

**Scynexis
Scynexis, Inc.**

3501C Tricenter Blvd.
Durham, NC 27713

Banking Details:

[*]
Account Name: SCYNEXIS, Inc.
Acct # [*]
SWIFT ID: [*]
Routing/ABA# [*]

R-Pharm

Closed Joint Stock Company «R-Pharm»

Legal address: 117105, Russia, Moscow,
Nagorny proezd, 12, premises 1.

TIN 7726311464

RNNBO 11275036

Mail address: 123154, Russia, Moscow,
Berzarina str., 19/1

Fax number: + 7 495 956 79 38

Banking details:

[*]
Currency account: [*]
Correspondent account: [*]

15.18 *Адреса Сторон и их банковские реквизиты.*

**Компания «Сайнексис»
Сайнексис Инк.**

3501C Tricenter Blvd.
Durham, NC 27713

Банковские реквизиты:

[*]
Account Name: SCYNEXIS, Inc.
Acct #[*]
SWIFT ID: [*]
Routing/ABA#[*]

Компания «Р-Фарм»

Закрытое акционерное общество «Р-Фарм»

Место нахождения: 117105, г. Москва,
Нагорный пр., 12, стр. 1

ИНН 7726311464

ОКПО 11275036

Почтовый адрес: 123154, г. Москва, ул.
Берзарина, 19, кор. 1

Номер факса: + 7 495 956 79 38

Банковские реквизиты:

[*]
в/с [*]
Кор. счет: [*]

IN WITNESS WHEREOF,
each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

В ПОДТВЕРЖДЕНИЕ ЧЕГО каждая из Сторон распорядилась о заключении настоящего Соглашения своим надлежащим образом уполномоченным представителем на дату, указанную первой в начале настоящего документа.

R-Pharm

By: /s/ Vasily Ignatiev
Name: Vasily Ignatiev
Title: CEO

«Р-Фарм»

Подписал: /s/ Vasily Ignatiev
Имя, фамилия: Vasily Ignatiev
Должность: CEO

SCYNEXIS, INC.

By: /s/ Yves J. Ribeill
Name: Yves J. Ribeill
Title: Presient & CEO

«САЙНЕКСИС, ИНК.»

Подписал: /s/ Yves J. Ribeill
Имя, фамилия: Yves J. Ribeill
Должность: Presient & CEO

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EXHIBIT A
PATENTS

[*]

ПРИЛОЖЕНИЕ А
ПАТЕНТЫ

[*]

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EXHIBIT B
INITIAL MEMBERS OF
TERRITORY DEVELOPMENT
COMMITTEE

ПРИЛОЖЕНИЕ В
ПЕРВОНАЧАЛЬНЫЕ УЧАСТНИКИ
КОМИТЕТА ПО РАЗРАБОТКАМ НА
ТЕРРИТОРИИ

A. Initial Designees of Scynexis:

[*]

B. Initial Designees of R-Pharm:

[*]

A. Первоначальные лица, назначенные
компанией «Сайнексис»:

[*]

B. Первоначальные лица, назначенные
компанией «Р-Фарм»:

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

EXHIBIT C
GLOBAL DEVELOPMENT PLAN

[*]

ПРИЛОЖЕНИЕ С
ГЛОБАЛЬНЫЙ ПЛАН РАЗРАБОТОК

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

<u>EXHIBIT D</u>	<u>ПРИЛОЖЕНИЕ D</u>
<u>TERRITORY DEVELOPMENT PLAN</u>	<u>ПЛАН РАЗРАБОТОК НА ТЕРРИТОРИИ</u>
<p style="text-align: center;">Anti-fungal glucan synthesis inhibitor, SCY-078</p> <p style="text-align: center;">For Treatment and Prevention of Fungal Infections</p> <p style="text-align: center;">[*]</p>	<p style="text-align: center;">Противогрибковые средство группы ингибиторов синтеза глюкана, SCY-078</p> <p style="text-align: center;">Для лечения и профилактики грибковых инфекций</p> <p style="text-align: center;">[*]</p>

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”) is made and entered into as of August 7th, 2012 (the “**Effective Date**”) by and between SCYNEXIS, INC., a Delaware corporation having its principal place of business at 3501C Tricenter Boulevard, Durham, NC 27713 USA (“**Licensor**”), and Dechra Ltd of Dechra House, Jamage Industrial Estate, Talke Pits, Stoke-on-Trent, ST7 1XW, United Kingdom (“**Licensee**”). Licensor and Licensee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

BACKGROUND

A. Licensor is a biotechnology company that has expertise in the field of cyclosporin derivative human and animal therapeutics.

B. Licensee is an international pharmaceutical business focused on the veterinary market with its key area of specialization being the development and marketing of companion animal products.

C. Licensor desires to grant to Licensee, and Licensee desires to receive, a license to develop and commercialize SCY-641, which is [*] (“**SCY-641**”) in the ophthalmic animal health field based on the terms and conditions set forth below.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement (other than the headings of the Sections or Articles) shall have the following meaning set forth in this Article 1, or, if not listed in this Article 1, the meaning as designated in the text of this Agreement.

1.1 “Affiliate” means, with respect to a particular Party, a person, corporation, partnership, or other entity that controls, is controlled by or is under common control with such Party. For the purposes of the definition in this Section 1.1, the word “control” (including, with correlative meaning, the terms “controlled by” or “under the common control with”) means the actual power, either directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity, whether by the ownership of at least fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.

1.2 “Compound” means SCY-641.

1.3 “Control” or “Controlled” means, with respect to any material, particular item of Information or intellectual property right, (i) that the Party owns and has the ability to grant to the other Party the license to such item provided for herein, without violating the terms of any

agreement or other arrangement with any Third Party, and/or (ii) that the Party has a license to such item and has the ability to grant to the other Party the license to such item provided for herein, without violating the terms of any agreement or other arrangement with any Third Party.

1.4 “Licensor Know-How” means all information described in Exhibit 1.7 necessary or reasonably useful for the development, manufacture and/or commercialization of the Compound or Product in the Field in the Territory.

1.5 “Licensor Patent Rights” means the Patents listed on Exhibit 1.7.

1.6 “Field” means the animal health field.

1.7 “First Commercial Sale” means for each Product on a country-by-country basis, the first commercial sale in such country after regulatory approval of such Product in such country.

1.8 “GAAP” means the United States generally accepted accounting principles, consistently applied.

1.9 “IAS-IFRS” means an integrated system of International Accounting Standards and International Financial Reporting Standards, consistently applied.

1.10 “Information” means information, material, results and data of any type whatsoever, in any tangible or intangible form whatsoever, including without limitation, databases, inventions, practices, methods, techniques, specifications, formulations, formulae, cell lines, cell media, knowledge, know-how, skill, experience, manufacturing materials, financial data, test data including pharmacological, biological, chemical, biochemical, toxicological and clinical test data, analytical and quality control data, quality assurance data, stability data, studies and procedures, and patent and other legal information or descriptions.

1.11 “Major Country” means any of the following countries, and their respective territories and possessions: United States, United Kingdom, Germany, Italy, France and Spain.

1.12 “Net Sales” means the gross amount invoiced or otherwise charged by Licensee or its Affiliates or sublicensees for the sale of any Product to any Third Party, less the following deductions (calculated in accordance with GAAP or IAS-IFRS, as applicable) to the extent actually incurred or allowed in connection with such sale of such Product: (i) reasonable and customary cash, trade and quantity discounts; (ii) allowances for returned or rejected Product or retroactive price reductions; (iii) sales, value-added (to the extent not otherwise refunded, credited or reimbursed) and other direct taxes on the sale of Product (other than income taxes), if invoiced to the purchaser; (iv) chargebacks and corrections for overbilling; and (v) bad debt actually written-off during the applicable period.

1.13 “Patents” means all: (i) United States patents, re-examinations, reissues, renewals, extensions and term restorations, supplementary protection certificates, inventors’ certificates and foreign counterparts thereof; (ii) pending applications for United States patents,

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including provisional applications, continuations, continuations-in-part, continued prosecution, divisional and substitute applications; and (iii) foreign counterparts of the foregoing.

1.14 “Product” means any product containing the Compound for use in the Field.

1.15 “Regulatory Authority” means any governmental authority, including without limitation the United States Food and Drug Administration or the European Medicines Agency, with responsibility for granting any licenses or approvals necessary for the clinical testing, marketing and sale of a Product in any country.

1.16 “Territory” means the world.

1.17 “Third Party” means any person or entity other than Licensor, Licensee or an Affiliate of Licensor or Licensee.

1.18 “Valid Claim” means: (i) any claim in an issued Patent in Licensor Patent Rights that has not expired, been canceled, been declared invalid, or been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise; or (ii) a claim under a pending application for a Patent in Licensor Patent Rights that has not been abandoned, canceled, withdrawn from consideration, or finally determined to be unallowable in a decision from which no appeal can be taken. For clarity, on a country-by-country basis, a Valid Claim shall include any patent claim that has been declared invalid (pending appeal) if and to the extent that such invalidity does not prejudice enforceability of the relevant Patent in accordance with local laws of any such country.

2. LICENSE AND OTHER RIGHTS

2.1 License to Licensee. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts:

2.1.1 an exclusive, royalty-bearing license (with the right to sublicense) under the Licensor Patent Rights to make and have made (in compliance with Section 3.2), use, develop, sell, offer for sale and import Products in the Field in the Territory; and

2.1.2 an exclusive, royalty-bearing license (with the right to sublicense), under the Licensor Know-Flow, to make and have made (in compliance with Section 3.2), use, develop, sell, offer for sale and import Products in the Field in the Territory.

2.2 License to Licensor. Subject to the terms and conditions of this Agreement, Licensee hereby grants to Licensor and Licensor hereby accepts, a non-exclusive, fully paid up license (with the right to sublicense) to receive and use all information, data and regulatory documentation generated by Licensee and its Affiliates, agents and sub-licensees relating to the Compound and/or any Product for any purpose outside the Field. Licensee hereby grants to Licensor and Licensor hereby accepts, a non-exclusive, fully paid up license (with the right to sublicense) to any improvements to the Licensor Patent Rights for any purpose outside the Field.

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2.3 Retained Rights. Licensor retains all rights and interest in and to the Licensor Patents, Compound and Product(s) outside the scope of the license granted to Licensee under Section 2.1, including the sub-licensable right to develop, manufacture and commercialize the Compound and/or any Product outside the Field or Territory. Licensor also retains the right to use Licensor Know-How in the Field for research purposes.

2.4 Negative Covenants. Licensee and its Affiliates shall not, and shall use commercially reasonable efforts to ensure that their sublicensees do not, practice or sublicense Licensor Patent Rights and/or Licensor Know-How outside the scope of the license granted in Section 2.1.

2.5 No Additional Licenses. Except for the express license granted in this Article 2, neither Party shall be granted any license (either express, implied or by estoppel to the Patents or Information Controlled by the other Party.

2.6 Additional Countries. Should Licensee wish to register the Product for sale in countries other than [*], then [*]. Should licensee wish to register the Product in [*] the parties shall [*].

3. TRANSFER OF KNOW-HOW; OTHER OBLIGATIONS

3.1 Transfer of Licensor Know-How. Within [*] of the Effective Date, Licensor shall commence the disclosure and transfer to Licensee of Licensor Know-How agreed upon by the Parties.

3.2 Product Supply. Should Licensee require the manufacture and supply of the Compound for commercial or other purposes, Licensee shall notify Licensor. If Licensor indicates to Licensee that it is interested in manufacturing and supplying such Compound, the Parties will enter into good faith discussions for a corresponding commercial agreement. If, after [*], the Parties are unable to come to an agreement on a commercial manufacture and supply arrangement, Licensee may enter into discussions with any bona fide Third Party, provided that [*].

3.3 Diligence. Licensee shall use commercially reasonable efforts to develop, obtain Regulatory Approval for, and commercialize the Product in each Major Country. Such efforts shall be no less than those efforts an animal health company of the size of Licensee would make with respect to an animal health product of comparable commercial potential, stage of development, and medical/scientific, technical and regulatory profile. Specifically, Licensee shall [*]. Any [*] shall be brought to the attention of Licensor and discussed at a meeting attended by senior executives of each Party.

3.4 Regulatory and CMC Responsibilities.

3.4.1 Regulatory. Licensee and/or its agents shall assume all responsibility for all correspondence and communication relating to the Product with Regulatory Authorities. Licensee shall keep such records and make such reports as shall be reasonably necessary to

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document communications to Regulatory Authorities in compliance with all applicable regulatory requirements.

3.4.2 Adverse Event Reporting. Licensee shall be responsible for the adverse experience and safety reporting for the Product in the Field in compliance with the requirements all applicable laws and regulations.

3.5 Exchange of Information. Licensee shall provide Licensor with detailed quarterly written reports on the progress of Licensee's efforts to develop and commercialize Products. Parties shall meet no less than [*] (in person or by teleconference) for an update on the progress of development program.

3.6 Compliance with Laws. Licensee shall perform, and shall use commercially reasonable efforts to ensure that its Affiliates, sublicensees and Third Party contractors perform, all development and commercialization activities for which it is responsible under this Agreement in good scientific and medical manner and in compliance with all applicable laws, rules and regulations.

4. FINANCIAL TERMS

4.1 Up-front Payment. Upon execution of this Agreement, Licensee shall pay Licensor an up-front fee of £[*]. Such up-front fee shall be nonrefundable and noncreditable. Payment shall be made in accordance with Section 4.6 below. The bank account designated by Licensor is as follows:

Bank: [*]
Account Name: SCYNEXIS, Inc.
Account No.: [*]
SWIFT ID: [*]
Routing/ABA No.: [*]

4.2 Milestone Payments. Licensee shall pay Licensor the amounts set forth below upon the first occurrence of the events described below for any Product. Licensee shall notify Licensor in writing within [*] of the achievement of each such event. All milestone payments shall be nonrefundable and shall be paid by Licensee within [*] after the occurrence of such event. The milestone payment for [*] shall be [*].

<u>Milestone Event</u>	<u>Amount</u>
[*]	£ [*]
[*]	£ [*]

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4.3 Royalties. Licensee shall pay Licensor royalties equal to the percentages of the Net Sales of all Products as described below:

On total Net Sales of all Products up to US\$ [*]	[*]%
On the portion of total Net Sales of all Products exceeding US\$ [*] and up to US\$ [*]	[*]%
On the portion of total Net Sales of all Net Products exceeding US\$ [*]	[*]%

4.4 Licensee's obligation to pay royalties shall last, on a Product-by-Product and country by country basis, until [*]: (i) all Valid Claims in such country; and (ii) [*] after the First Commercial Sale of such Product in such country. It shall be understood that sales of Product by Licensee that are no longer royalty bearing under this Section 4.4 shall not be included in total Net Sales of all Products under Section 4.3 above.

4.5 Reports. Within [*] after the end of the calendar quarter in which the First Commercial Sale in any country occurs, and on each calendar quarter thereafter, Licensee shall send to Licensor a report of estimated Net Sales of Products in sufficient detail on a country-by-country basis to permit Licensor to reasonably determine the amount of royalty payments accrued during such preceding quarter, including the number of Products sold, the gross sales and Net Sales of Products, the royalties payable (in dollars), the method used to calculate the royalty, and the exchange rates used. Within [*] after the end of the calendar semester (i.e., the six (6) month period beginning January 1 and ending June 30, and the six (6) month period beginning July 1 and ending December 31, as applicable) in which the First Commercial Sale in any country occurs, and on each calendar semester thereafter, Licensee shall send to Licensor: (i) a payment of all royalties owed to Licensor for such semester; and (ii) a report of Net Sales of Products in sufficient detail on a country-by-country basis to permit confirmation of the accuracy of the royalty payment made, including the number of Products sold, the gross sales and Net Sales of Products, the royalties payable (in dollars), the method used to calculate the royalty, and the exchange rates used.

4.6 Payments. All references to “dollars” or “\$” means the legal currency of the United States. All references to “pounds” or “£” means the legal currency of the United Kingdom. All amounts due to Licensor by Licensee under this Agreement shall be paid in dollars by wire transfer in immediately available funds to an account designated by Licensor. If any currency conversion shall be required in connection with any payment or accounting of costs and expenses under this Agreement, such conversion shall be made by using the average of the exchange rates for the purchase of dollars as published in *The Wall Street Journal, Eastern Edition*, or a comparable publication, of the last business day of each of the three (3) months immediately preceding the date on which such payment is made. If Licensee is prevented from paying Licensor any royalties in a given country because the local currency is blocked and cannot be removed from the country, then Licensee shall promptly pay Licensor in the local currency by deposit in a local bank designated by Licensor, to the extent permitted by local law.

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4.7 Withholding of Taxes. Licensee may withhold from payments due to Licensor amounts for payment of any withholding tax that is required by law to be paid to any taxing authority with respect to such payments. Licensee shall provide to Licensor all relevant documents and correspondence, and shall also provide to Licensor any other cooperation or assistance on a reasonable basis as may be necessary to enable Licensor to claim exemption from such withholding taxes and to receive a full refund of such withholding tax or claim a foreign tax credit. Licensee shall give proper evidence from time to time as to the payment of such tax. Licensee may treat Licensor as a US resident person if it has provided a valid Form W-9 or equivalent or a signed statement concerning its permanent residence address and Taxpayer Identification Number (“**TIN**”).

4.8 Late Payments. Any amounts not paid by Licensee when due under this Agreement shall be subject to interest from and including the date payment is due through and including the date upon which Licensor has received payment at a rate equal to [*] the prime rate of interest quoted in the Money Rates section of *The Wall Street Journal, Eastern Edition*, calculated daily on the basis of a 365-day year, or similar reputable data source, or, if lower, the highest rate permitted under applicable law.

4.9 Records and Audit. During the term of this Agreement and for a period of [*] thereafter, Licensee shall keep complete and accurate records pertaining to the development, manufacture, use, sale or other disposition of the Products, in sufficient detail to permit Licensor to confirm the accuracy of all payments due hereunder and compliance with the diligence obligations set forth in this Agreement. Licensor shall have the right to cause an independent, certified public accountant reasonably acceptable to Licensee, to audit such records to confirm the accuracy of Licensee’s payments; provided, however, that such auditor shall not disclose Licensee’s confidential information to Licensor, except to the extent such disclosure is necessary to verify the payments due under this Agreement. Licensor shall bear the full cost of such audit unless such audit discloses an underpayment of more than [*] from the amounts previously paid for the audited period. In such case, Licensee shall bear the full cost of such audit. Licensee shall remit any underpayment identified by such audit (plus applicable interest) to Licensor within [*] of the results of such audit. Reciprocally, if the audit discloses an overpayment from the amount of royalties previously paid by Licensee, Licensor shall remit any such overpaid amount (plus applicable interest) to Licensee within [*] of the results of such audit. The terms of this Section 4.8 shall survive any termination or expiration of this Agreement for a period of [*].

4.10 Separate Agreement. On the Effective Date, the Parties shall enter into a separate agreement (the “**cGMP Product Agreement**”) whereby Licensee will contract with Licensor for Licensor to develop a route to the Compound prepared to clinical Good Manufacturing Product standard (“**cGMP Product**”) and to supply Licensee with cGMP Product for use in the clinical development program.

4.11 [*]. In the event that Licensor enters into a transaction granting a third party rights to develop and commercialize the Compound in the human health field (a “**Human Health Transaction**”), Licensor shall [*] to [*] of [*] under the [*].

5. CONFIDENTIALITY

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5.1 Nondisclosure of Confidential Information. For all purposes hereunder, “Confidential Information” shall mean all Information disclosed by one Party to the other Party pursuant to this Agreement. During the term of this Agreement and for a period of [*] thereafter, a Party receiving such item of Confidential Information of the other Party will (i) maintain in confidence such item of Confidential Information and not disclose such item of Confidential Information to any Third Party without prior written consent of the other Party, except for disclosures made in confidence to any Third Party under terms consistent with this Agreement and made in furtherance of this Agreement or of rights granted to a Party hereunder, and (ii) not use the other Party’s Confidential Information for any purpose except those permitted by this Agreement.

5.2 Exceptions. The obligations in Section 5.1 shall not apply with respect to any portion of the Confidential Information that the receiving Party can show by competent written proof:

(a) Is publicly disclosed by the disclosing Party, either before or after it is disclosed to the receiving Party hereunder;

(b) Was known to the receiving Party or any of its Affiliates, without obligation to keep it confidential, prior to disclosure by the disclosing Party;

(c) Is subsequently disclosed to the receiving Party or any of its Affiliates by a Third Party lawfully in possession thereof and without obligation to keep it confidential;

(d) Is published by a Third Party or otherwise becomes publicly available or enters the public domain, either before or after it is disclosed to the receiving Party; or

(e) Has been independently developed by employees or contractors of the receiving Party or any of its Affiliates without the aid, application or use of Confidential Information of the disclosing Party.

5.3 Authorized Disclosure. Each Party may disclose the Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary in the following instances:

(a) Filing or prosecuting patents relating to Products;

(b) Regulatory filings;

(c) Prosecuting or defending litigation;

(d) Complying with applicable governmental regulations; and

(e) Disclosure, in connection with the performance of this Agreement, to Affiliates, sublicensees, research collaborators, employees, consultants, or agents, each of

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whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Article 5.

The Parties acknowledge that the terms of this Agreement shall be treated as Confidential Information of both Parties. Such terms may be disclosed by a Party to investment bankers, investors, and potential investors (and by Licensee to potential sub-licensees and distributors), each of whom prior to disclosure must be bound by obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Article 5. In addition, a copy of this Agreement may be filed, furnished or submitted to the Securities and Exchange Commission by Licensor. In connection with any such filing, Licensor shall endeavor to obtain confidential treatment of economic and trade secret information and shall deliver to Licensee in advance of any filing a redacted copy of this Agreement to enable Licensee to give comments and suggestions on economic and trade secret information to be kept confidential.

In any event, the Parties agree to take all reasonable action to avoid disclosure of Confidential Information except as permitted hereunder.

5.4 Press Releases. Each Party shall be entitled to issue a press release, as approved by both Parties and attached hereto as Exhibit 5.4, upon the execution of this Agreement. If either Party desires to make any subsequent public announcement (e.g. press release) concerning the terms of this Agreement or the activities hereunder, such Party shall give reasonable advance notice of the proposed text of such announcement to the other Party for its review and approval prior to announcement, such approval shall not be unreasonably delayed or withheld. Such other Party shall provide its comments, if any, within [*] after receipt of the proposed text and the Party making such announcement shall consider and address all such comments in good faith. Notwithstanding anything to the contrary, such approval shall not be needed if such public announcement: (i) is required pursuant to the disclosure requirements of the U.S. Securities and Exchange Commission or the national securities exchange or other stock market on which such Party's securities are traded, provided however that in this case the proposed text of the announcement shall be disclosed in advance to the other Party for information and comments; or (ii) solely discloses information that has previously been approved for disclosure by the other Party.

6. INTELLECTUAL PROPERTY

6.1 Ownership of Inventions. Each Party shall own any inventions made solely by its employees, agents or independent contractors in their activities hereunder. Inventions hereunder made jointly by employees, agents or independent contractors of each Party in the course of performing under this Agreement shall be owned jointly by the Parties in accordance with the joint ownership interests of co-inventors under U.S. patent laws. Inventorship shall be determined in accordance with U.S. patent laws. Licensor grants Licensee a first right of refusal to an exclusive license in the Field to any inventions made in the course of the Agreement.

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6.2 Patent Prosecution, Maintenance and Enforcement.

6.2.1 Patent Prosecution and Maintenance. Licensor will prosecute and maintain the Licensor Patent Rights, including conducting any interferences, reexaminations, reissues, oppositions, or request for patent term extension relating thereto. Licensor shall provide Licensee with a revised Exhibit 1.7 updating the status of the Licensor Patent Rights on an annual basis or more frequently if requested by Licensee (but in no event more than quarterly).

6.2.2 Enforcement of Patent Rights by Licensor. If either Party becomes aware of a suspected infringement of Licensor Patent Rights in the Field, such Party shall notify the other Party promptly, and following such notification, the Parties shall confer. Licensor shall have the first right, but shall not be obligated, to take any actions or bring any proceedings regarding the infringement at its own expense, in its own name, and entirely under its own direction and control. Licensee will reasonably assist Licensor (at Licensor's expense) in such actions or proceedings if so requested, and will lend its name to such actions or proceedings if required by law. Licensee shall have the right to participate and be represented in any such proceeding by its own counsel at its own expense, in which case it shall be entitled to receive reimbursement for such expenses from any recovery from such proceeding and shall be entitled to share the net recovery (after both Parties' reimbursement of proceeding-associated expenses) with Licensor [*]. No settlement of any such action or proceeding that restricts the scope or affects the enforceability of Licensor Patent Rights may be entered into by Licensor without the prior consent of Licensee, which consent shall not be unreasonably withheld.

6.2.3 Enforcement of Patent Rights by Licensee. If Licensor fails to take any action or bring any proceeding regarding infringement pursuant to Section 6.2.2 within [*] of the provision or receipt of notice of suspected infringement, then Licensee may take such action or bring such proceeding at its own expense, in its own name, and entirely under its own direction and control. Licensor will reasonably assist Licensee (at Licensee's expense) in any action or proceeding being prosecuted or defended by Licensee, if so requested by Licensee or required by law in order for Licensee to bring such action, including but not limited to executing any necessary documents such as any necessary power of attorney and including, if required, being joined as a necessary party. Licensor shall have the right to participate and be represented in any such proceeding by its own counsel at its own expense, in which case it shall be entitled to receive reimbursement for such expenses from any recovery from such proceeding and shall be entitled to share the net recovery (after both Parties' reimbursement of proceeding-associated expenses) with Licensee [*]. No settlement of any such action or proceeding that restricts the scope or affects the enforceability of Licensor Patent Rights may be entered into by Licensee without the prior consent of Licensor, which consent shall not be unreasonably withheld.

6.3 Third Party Infringement Claims. If an allegation is made or claim is brought by a Third Party that any activity related to a Product infringes the intellectual property rights of such Third Party, each Party will give prompt written notice to the other Party of such claim. The Parties shall fully cooperate to defend against such allegation or claim, each bearing its own expenses. Neither Party shall enter into any settlement of any claim described in this Section 6.3 that affects the other Party's rights or interests without such other Party's written consent, which

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consent shall not be unreasonably withheld or delayed. If a Party is entitled to indemnification pursuant to Article 8 with respect to a claim described in this Section 6.3, it shall follow the procedures set forth in Article 8 if it wishes to obtain such indemnification. The royalties to be paid to Licensor in the country or countries involved shall continue to be paid to Licensor unless sale of the Products in said country or countries is prevented as a result of the Third Party claim. If necessary in order to avoid infringement of said Third Party intellectual property rights, Licensee and Licensor shall attempt to obtain a license for Licensee under the Third Party's intellectual property rights. Royalties to be paid by Licensee to Licensor hereunder shall continue to be payable in accordance with the terms and conditions of this Agreement and any royalties on sales of the Products payable to the Third Party under said license shall be paid by Licensee. Licensee may offset [*] of all payments paid to all Third Parties under this Section 6.3 against the royalties that Licensee pays to Licensor under Section 4.3.1, but in no event shall such offset reduce the royalties owed to Licensor under Section 4.3.1 by more than [*] of the amount otherwise owed without such offset.

6.4 Patent Terms Extensions. The Parties shall co-operate in filing for and obtaining patent extensions and supplementary or complementary protection certificates, if available, of the Licensor Patent Rights, and Licensor shall have the final decision making authority on such matters.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it has the authority and right to enter into and perform this Agreement; (ii) this Agreement is a legal and valid obligation binding upon it and is enforceable in accordance with its terms, subject to applicable limitations on such enforcement based on bankruptcy laws and other debtors' rights; and (iii) its execution, delivery and performance of this Agreement will not conflict in any material fashion with the terms of any other agreement or instrument to which it is or becomes a party or by which it is or becomes bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having authority over it.

7.2 Licensor Warranties. Licensor represents and warrants to Licensee that:

7.2.1 As of the Effective Date, Licensor has the full right and power to grant the license set forth in Section 2.1 in the manner, for the duration of and to the extent set forth in this Agreement, free and clear of any adverse assignment, grant or other encumbrances inconsistent with such grant;

7.2.2 As of the Effective Date, Licensor has not received any written notice or other written communication alleging that the making or using of the Compound infringes or misappropriates the intellectual property rights of a Third Party.

7.3 No Additional Representations. EXCEPT AS EXPRESSLY SET FORTH IN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2 OF THIS AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES BY LICENSOR OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPOUND, PRODUCTS OR THE MANUFACTURE

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OR USE OF COMPOUND OR PRODUCTS (INCLUDING WITHOUT LIMITATION ITS RESEARCH, DEVELOPMENT (INCLUDING CLINICAL TRIALS) OR COMMERCIALIZATION) INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE OF COMPOUND OR ANY PRODUCT OR ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

8. INDEMNIFICATION

8.1 Licensor. Licensor shall indemnify, defend and hold harmless Licensee, its Affiliates, and their respective directors, officers and employees (each a “**Licensee Indemnitee**”) from and against any and all liabilities, damages, losses, costs or expenses (including attorneys’ and professional fees and other expenses of litigation and/or arbitration) (“**Liabilities**”) resulting from any claim, suit or proceeding made or brought by a Third Party against a Licensee Indemnitee to the extent arising from or occurring as a result of: (i) any breach by Licensor of the representations and warranties set forth in Section 7.1 or 7.2; and/or (ii) any negligent or wrongful act or omission hereunder by Licensor and/or any breach by Licensor of any of its obligations hereunder, except in each case to the extent that (1) any such Liability was due to the negligence or willful misconduct of a Licensee Indemnitee or (2) Licensee has an obligation under Section 8.2 to indemnify Licensor for such Liabilities.

8.2 Licensee. Licensee shall indemnify, defend and hold harmless Licensor, its Affiliates, and their respective directors, officers and employees (each an “**Licensor Indemnitee**”) from and against any and all Liabilities resulting from any claim, suit or proceeding made or brought by a Third Party against an Licensor Indemnitee to the extent arising from or occurring as a result of: (i) any breach by Licensee of the representations and warranties set forth in Section 7.1; (ii) any use, manufacture, development, distribution, storage, handling, promotion, marketing and sale of the Product(s) by or for Licensee or its Affiliates or sublicensees In the Field; (iii) the use of any Products by any person or entity; and/or (iv) any negligent or wrongful act or omission hereunder by Licensee and/or any breach by Licensee of any of its obligations hereunder, except in each case to the extent that (I) any such Liability was due to the negligence or willful misconduct of an Licensor Indemnitee or (2) Licensor has an obligation under Section 8.1 to indemnify Licensee for such Liabilities.

8.3 Procedure. A Party seeking indemnification hereunder (an “**Indemnitee**”) shall promptly notify the other Party (the “**Indemnitor**”) in writing of such alleged Liability. The Indemnitor shall have the sole right to control the defense and settlement thereof. The Indemnitee shall cooperate with the Indemnitor and its legal representatives in the investigation of any action, claim or liability covered by this Article 8. The Indemnitee shall not, except at its own cost and risk, voluntarily make any payment or incur any expense with respect to any claim or suit without the prior written consent of the Indemnitor, which the Indemnitor shall not be required to give. The Indemnitor shall not be required to provide indemnification with respect to a Liability the defense of which is actually prejudiced by the failure to give notice by the Indemnitee or the failure of the Indemnitee to cooperate with the Indemnitor or where the Indemnitee settles or compromises a Liability without the written consent of the Indemnitor. Each Party shall cooperate with the other Party in resolving any claim or Liability with respect to

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which one Party is obligated to indemnify the other under this Agreement, including without limitation, by making commercially reasonable efforts to mitigate or resolve any such claim or Liability.

8.4 Limitations on Liability.

8.4.1 NOTWITHSTANDING ANY PROVISION HEREIN, A PARTY SHALL IN NO EVENT BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, STOCKHOLDERS, AGENTS OR REPRESENTATIVES FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, DAMAGE TO GOODWILL OR LOSS OF BUSINESS), UNLESS SUCH DAMAGES: (I) ARE OWED UNDER THE LIABLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8; (II) ARE DUE TO THE LIABLE PARTY'S BREACH OF ARTICLE 5; OR (III) ARE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LIABLE PARTY.

9. TERM AND TERMINATION

9.1 Term. Subject to the provisions below in this Section 9, the term of this Agreement shall commence on the Effective Date and continue on a country-by-country basis until the expiration of all Licensee's royalties payment obligations under this Agreement, unless earlier terminated pursuant to Section 9.2 or 9.3. On such expiration, Licensee's license under Section 2.1 with respect to Licensor Know-How shall survive as a non-exclusive, fully-paid and royalty-free license.

9.2 Material Breach. If any Party has breached any of its material obligations hereunder, and such breach has continued for [*] after written notice thereof was provided to the breaching Party by the non-breaching Party, the non-breaching Party may terminate this Agreement. Any termination shall become effective at the end of such [*] period unless the breaching Party has cured any such breach prior to the expiration of the [*] period.

9.3 Relinquishment by Licensee. Licensee may relinquish all the rights and the license granted to it under this Agreement and thereby terminate this Agreement, at any time, by giving Licensor written notice of its desire to do so at least [*] prior to the date on which the rights and the license are desired to be terminated. Such termination shall be conditional upon Licensee informing Licensor in writing, together with the notice of termination, that, in Licensee's reasonable business judgment based on scientific or economic evidence, it is impossible for Licensee to carry out further development or marketing of the Product in the Territory.

9.4 Effect of Termination or Expiration. Termination or expiration of this Agreement for any reason shall not release either Party hereto from any liability which, at the time of such termination or expiration, has already accrued to the other Party or which is attributable to a period prior to such termination or expiration or preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of, or default under, this Agreement. It is understood and agreed that monetary damages

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may not be a sufficient remedy for any breach of this Agreement and that the non-breaching Party may be entitled to specific performance as a partial remedy for any such breach.

9.4.1 Effects of Certain Terminations Attributable to Licensee.

(a) If this Agreement is terminated by Licensor pursuant to Section 9.2 for Licensee's failure to pay any of the amounts owed to Licensor under Article 4, then Licensor may pursue all remedies available to it under law or equity, and Licensee shall transfer and assign to Licensor all Information in its possession relating to the Product, and all regulatory filings (including any regulatory approvals) in Licensee's name, agreements with Third Parties, trademark and other intellectual property rights, and supplies of Product (including any intermediates, retained samples and reference standards) that in each case are in its Control and that relate to the Product. Any such transfer and assignment by Licensee to Licensor shall be free of charge to Licensor (except for administrative costs and fees connected with the transfer of trademarks and other intellectual property rights, which shall be borne by Licensor).

(b) If this Agreement is terminated by Licensee pursuant to Section 9.3, then: (i) Licensee shall transfer and assign to Licensor all Information in its possession relating to the Product, and all of the regulatory filings (including any regulatory approvals) in Licensee's name, agreements with Third Parties, trademark and other intellectual property rights, and supplies of Product (including any intermediates, retained samples and reference standards) that in each case are in its Control and that relate to the Product; (ii) Licensor shall notify Licensee in writing if, in Licensor's reasonable business judgment, Licensor desires to continue the development and/or commercialization of the Product, in which case Licensee's sublicensees' rights on the Product shall survive termination hereof and shall be varied into a direct grant from Licensor (but only if such sublicensee is not in breach of its existing agreement with Licensee), being however understood that the relations between each said sub-licensee and Licensor shall, in Licensor's sole discretion, be regulated either by the agreement in force between Licensee and the sublicensee, which in such case would be assigned to Licensor, or by any other contract which Licensor and the sublicensee may deem appropriate. Any transfer and assignment by Licensee to Licensor under Section 9.4.1(b)(i) shall be free of charge to Licensor (except for administrative costs and fees connected with the transfer of trademarks and other intellectual property rights, which shall be borne by Licensor). Notwithstanding anything to the contrary, Licensor shall have no obligation (either under Section 9.4.1(b)(ii) or otherwise under this Agreement) to be transferred or assigned any agreements from, or enter into any relations with, any of Licensee's sublicensees who are in breach of their agreements with Licensee at the time of Licensee's termination of this Agreement.

9.4.2 Effects of other termination. In the event of any termination that is not described in Section 9.4.1, the applicable Party may pursue all remedies available to such Party under law or equity pursuant to Sections 10.3 or 10.4, as applicable.

9.5 Survival. The following provisions of this Agreement shall survive expiration or termination of this Agreement for any reason: *[To be completed.]*

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9.6 Rights in Bankruptcy. All rights and the license granted under or pursuant to this Agreement by Licensor are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to “intellectual property” as defined under Section 101 of the United States Bankruptcy Code. The Parties agree that Licensee, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the United States Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Licensor under the United States Bankruptcy Code, Licensee shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in Licensee’s possession, shall be promptly delivered to it: (a) upon any such commencement of a bankruptcy proceeding upon Licensee’s written request therefor, unless Licensor continues to perform all of its obligations under this Agreement; or (b) if not delivered under Section 9.6(a) above, following the rejection of this Agreement by or on behalf of Licensor upon written request therefor by Licensee.

10. MISCELLANEOUS

10.1 Complete Agreement; Modification. This Agreement constitutes the entire agreement, both written and oral, between the Parties with respect to the subject matter hereof, and all prior agreements respecting the subject matter hereof, either written or oral, expressed or implied, are superseded hereby, merged and canceled, and are null and void and of no effect. No amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless reduced to writing and duly executed on behalf of both Parties.

10.2 Governing Law. Resolution of all disputes arising out of or related to this Agreement or the performance, enforcement, breach or termination of this Agreement and any remedies relating thereto, shall be governed by and construed under the substantive laws of the State of North Carolina, without regard to conflicts of law rules requiring the application of different law.

10.3 Dispute Resolution. Subject to Section 10.4, in the event of any dispute, controversy or claim between the Parties relating to or arising out of this Agreement (a “**Dispute**”), either Party may refer such Dispute to the Chief Executive Officers of, or such other senior executive officers designated by, each respective Party for resolution. If such senior executive officers fail to reach a resolution within [*] of such referral, or such other period as the Parties may agree, then such Dispute shall be decided by arbitration to be conducted in New York City in accordance with the International Rules of the American Arbitration Association for Commercial Arbitration in effect at the time the Dispute arises, unless the Parties mutually agree otherwise. Each Party shall be responsible for its own costs (including, without limitation, reasonable attorneys’ fees) and expenses in connection with any arbitration proceeding under this Section 10.3.

10.4 Patents. Any dispute, controversy or claim relating to the scope, validity, enforceability or infringement of any Licensor Patent Rights covering the manufacture, use or sale of any Products shall be submitted to a court of competent jurisdiction in the territory in which such Patent or trademark rights were granted or arose.

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10.5 Performance by Affiliates/Subcontractors. Each Party acknowledges that its obligations under this Agreement may be performed by its respective Affiliates or subcontractors. Notwithstanding any delegation of obligations under this Agreement by a Party to an Affiliate or subcontractor, each Party shall remain primarily liable and responsible for the performance of all of its obligations under this Agreement and for causing its Affiliates and/or subcontractors to act in a manner consistent herewith. Wherever in this Agreement the Parties delegate responsibility to Affiliates, subcontractors or local operating entities, the Parties agree that such entities shall not make decisions inconsistent with this Agreement, amend the terms of this Agreement or act contrary to its terms in any way.

10.6 Consents Not Unreasonably Withheld or Delayed. Whenever provision is made in this Agreement for either Party to secure the consent or approval of the other, that consent or approval shall not unreasonably be withheld or delayed, and whenever in this Agreement provisions are made for one Party to object to or disapprove a matter, such objection or disapproval shall not unreasonably be exercised.

10.7 Maintenance of Records. Each Party shall keep and maintain all records required by law or regulation with respect to Products and shall make copies of such records available to the other Party upon request.

10.8 Independent Contractors. The relationship of the Parties hereto is that of independent contractors. The Parties hereto are not deemed to be agents, partners or joint venturers of the others for any purpose as a result of this Agreement or the transactions contemplated thereby. At no time shall any Party make commitments or incur any charges or expenses for or in the name of the other Party.

10.9 Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other, except a Party may make such an assignment without the other Party's consent to an Affiliate or to a successor to substantially all of the business of such Party to which this Agreement relates, whether in a merger, sale of stock, sale of assets or other transaction; provided, that any such permitted successor or assignee of rights and/or obligations hereunder shall, in a writing to the other Party, expressly assume performance of such rights and/or obligations. Any permitted assignment shall be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 10.9 shall be null and void and of no legal effect. In the event that Licensee is acquired by a company (a "**Competitor Company**") selling a competitive cyclosporine product in the Field (a "**Competitive Product**") then within [*] of the acquisition of Licensee by the Competitor Company, the Parties shall meet to [*]. If within a further [*] of such meeting, the Licensee is unable to [*], then Licensee shall either: (a) immediately relinquish all the rights and the license granted to it under this Agreement; or (b) commit to divest the Competitive Product within a further [*] period.

10.10 Notices. Any notices given under this Agreement shall be in writing, addressed to the Parties at the following addresses, and delivered by person, by facsimile, or by FedEx or other reputable international courier service. Any such notice shall be deemed to have been

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given as of the day of personal delivery, one (1) day after the date sent by facsimile service or on the day of successful delivery to the other Party confirmed by the courier service.

For Licensor: SCYNEXIS, Inc.
3501 C Tricenter Boulevard
Durham, NC 27713
USA
Phone: 1 919 544 8600
Fax: 1 919 544 8697

For Licensee: Dechra Ltd
Dechra House
Jamage Industrial Estate
Talke Pits, Stoke-on-Trent
ST7 1XW, United Kingdom
Phone: 0044 (0)1782 771100
Fax: 0044 (0)1782 773366

10.11 Force Majeure. Each Party shall be excused from the performance of its obligations (other than payment obligations) under this Agreement to the extent that such performance is prevented by force majeure and the nonperforming Party promptly provides notice of the prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues and the nonperforming Party takes reasonable efforts to remove the condition. For purposes of this Agreement, force majeure shall include conditions beyond the control of the Parties, including without limitation, an act of God, voluntary or involuntary compliance with any regulation, law or order of any government, war, act of terrorism, civil commotion, labor strike or lock-out, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe; provided, however, the payment of invoices due and owing hereunder shall not be delayed by the payer because of a force majeure affecting the payer.

10.12 Further Assurances. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

10.13 Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect without said provision to any possible extent. In such event, the Parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the intent of the Parties in entering this Agreement.

10.14 Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement or to exercise any right arising out of this Agreement shall neither impair that provision or right nor constitute a waiver of that provision or right, in whole or in part, in that instance or in any other instance. Any waiver by a Party of a particular provision or right shall

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be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be signed by such Party.

10.15 Use of Name. Except as required by law, neither Party shall use the name or trademarks of the other Party for any advertising or promotional purposes without the prior written consent of such other Party.

10.16 Construction of the Agreement. Except where the context otherwise requires, wherever used, the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders, and the word “or” are used in the inclusive sense. When used in this Agreement, “including” means “including, without limitation,.” References to either Party include the successors and permitted assigns of that Party. The headings of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The Parties have each consulted counsel of their choice regarding this Agreement, and, accordingly, no provisions of this Agreement will be construed against either Party on the basis that the Party drafted this Agreement or any provision thereof. If the terms of this Agreement conflict with the terms of any Exhibit, then the terms of this Agreement shall govern. The official text of this Agreement and any Exhibits hereto, any notice given or accounts or statements required by this Agreement, and any dispute proceeding related to or arising hereunder, shall be in English. In the event of any dispute concerning the construction or meaning of this Agreement, reference shall be made only to this Agreement as written in English and not to any other translation into any other language.

10.17 Insurance. Each Party agrees to procure and maintain, in full force and effect during the term of this Agreement, insurance from insurers of recognized financial responsibility, against such losses and risks and in such amounts which, in such Party’s reasonable judgment, are prudent and customary in the business in which it is engaged. Each Party shall promptly supply the other Party, upon the other Party written request, with a copy of the certificate of insurance evidencing said coverage.

10.18 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original and all of which shall constitute together the same document. Counterparts may be signed and delivered by facsimile, each of which shall be binding when sent.

[Signature Page Follows]

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IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement by their respective duly authorized representatives as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Yves Ribeill

Name: Yves Ribeill

Title: Chief Executive Officer

Dechra Ltd

By: /s/ Ian Page

Name: Ian Page

Title: Chief Executive Officer

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EXHIBIT 1.7

Licensors Patents

<u>Ref</u>	<u>Country</u>	<u>Application No.</u>	<u>Publication No.</u>	<u>Grant No.</u>
[*]	[*]	[*]	[*]	[*]

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1.

EXHIBIT 1.7

Licensors Know-How

[*]

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1.

Exhibit 5.4
Press Release

[NOTE: THE PARTIES TO PROVIDE DRAFT PRESS RELEASE.]

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1.

EXHIBIT 1.8

[*]

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1.

FIRST AMENDMENT TO LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT (“First Amendment”) is made and entered into as of the 15th day of November, 2013 (the “Effective Date”) by and between SCYNEXIS, Inc., a Delaware corporation having its principal place of business at 3501C Tricenter Boulevard, Durham, NC 27713 USA (“Licensor”), and Dechra Ltd of Dechra House, Jamage Industrial Estate, Talke Pits, Stoke-on-Trent, ST7, 1XW, United Kingdom (“Licensee”). Licensor and Licensee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

BACKGROUND

A. Pursuant to a License Agreement dated August 7, 2013 (the “License Agreement”) Licensor granted a license to develop and commercialize SCY-641 in the ophthalmic animal health field.

B. Licensor and Licensee have, or will, execute a Proposal for Work, whereby Licensor will perform certain [*] services for a estimated cost to Licensee of \$[*] (the “[*] Services Fee”).

C. Licensor and Licensee are intending to execute a Proposal for Work whereby Licensor will perform such [*] services [*] to [*], and in connection therewith will [*]. Upon payment by Licensee to Licensor of a fee [*] (the “[*] Fee”) Licensor shall provide to Licensee [*] up to [*] (but excluding [*]).

D. The Parties desire to amend the License Agreement, subject to the terms and conditions of this First Amendment, [*] the royalties [*] the [*] and the [*].

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 4.3 is hereby deleted in its entirety and the following is substituted in lieu thereof:

4.3 Royalties. Licensee shall pay Licensor royalties equal to the percentages of Net Sales of all Products as described below:

Tier No.	Net Sales Tiers	Royalty Rate
1	On total Net Sales of all Products in each calendar year up to US\$[*]	[*]%
2	On the portion of all Net Sales of all Products in each calendar year exceeding US\$[*] and up to US\$[*]	[*]%
3	On the portion of all Net Sales of all Products in each calendar	[*]%

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<u>Tier No.</u>	<u>Net Sales Tiers</u>	<u>Royalty Rate</u>
	year in excess of \$US[*]	

Provided however, notwithstanding the foregoing, the royalty rate payable pursuant to [*] shall [*] until the [*] in such royalty rate shall [*], whereupon the [*] royalty rate shall [*].

2. Capitalized terms used herein but not defined shall have the meanings given to them in the License Agreement.

3. Except as amended and/or modified by this First Amendment, the License Agreement is hereby ratified and confirmed and all other terms of the License Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this First Amendment as of the Effective Date set forth above.

SCYNEXIS, Inc.

By: /s/ Yves Ribiehl

Name: Yves Ribiehl

Title: _____

DECHRA LTD.

By: /s/ Ann-Francoise Westler

Name: Anne-Francoise Westler

Title: Director

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TERMINATION AND LICENSE AGREEMENT

This Termination and License Agreement (the “**Agreement**”) is made and entered into as of May 24, 2013 (the “**Effective Date**”) by and between Merck Sharp & Dohme Corp., a New Jersey corporation with a principal place of business at One Merck Drive, Whitehouse Station, NJ 08889 (“**Merck**”) and Scynexis, Inc., a Delaware corporation with a principal place of business at 3501 C Tricenter Boulevard, Durham, NC 27713 (“**Scynexis**”) (each individually a “**Party**” and, collectively, the “**Parties**”).

RECITALS

WHEREAS, Scynexis and Merck have expressed the mutual intent to terminate the 2002 Agreement (as defined herein);

WHEREAS, Scynexis desires to continue the development and commercialization of a certain Program Compound (as defined herein); and

WHEREAS, Merck desires to grant Scynexis an exclusive, worldwide, royalty-bearing license under Program Compound Patent Rights (as defined herein) in the Field (as defined herein) and certain other rights with respect to such Program Compound as described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Scynexis and Merck agree as follows:

ARTICLE 1 DEFINITIONS

All capitalized terms in this Agreement shall have the following meanings:

1.1. “**2002 Agreement**” shall mean the Research Collaboration and License Agreement, dated June 1, 2002, by and between Scynexis and Merck, and as subsequently amended by the Parties on April 14, 2003, June 2, 2003, January 1, 2006 and January 1, 2008.

1.2. “**Affiliate**” shall mean (i) any corporation or business entity of which fifty percent (50%) or more of the securities or other ownership interests representing the

equity, the voting stock or general partnership interest are owned, controlled or held, directly or indirectly, by Merck or Scynexis; or (ii) any corporation or business entity which, directly or indirectly, owns, controls or holds fifty percent (50%) (or the maximum ownership interest permitted by law) or more of the securities or other ownership interests representing the equity, the voting stock or, if applicable, the general partnership interest, of Merck or Scynexis.

1.3. “**Agreement**” shall have the meaning set forth in the preamble.

1.4. “**Calendar Quarter**” shall mean the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

1.5. “**Calendar Year**” means a period of twelve (12) consecutive calendar months ending on December 31.

1.6. “**Claims**” shall have the meaning given such term in Section 7.1.

1.7. “**Clinical Trial**” shall mean either a Phase I Clinical Trial, a Phase II Clinical Trial or a Phase III Clinical Trial, as the case may be.

1.8. “**Combination Product**” means either: (a) any pharmaceutical product containing Program Compound and at least one other active ingredient that is not a Program Compound; or (b) any combination of a Program Compound and another pharmaceutical product that contains at least one other active ingredient that is not a Program Compound where such products are not formulated together but are sold together as a single product and invoiced as one product. All references to Product in this Agreement shall be deemed to include Combination Product.

1.9. [*].

1.9A. “**Control**,” “**Controls**” or “**Controlled by**” shall mean, with respect to any intellectual property right, that the applicable Party owns or has a license to such item or right and has the ability to grant to the other Party access to, and/or a license or sublicense under, such item or right as provided for in this Agreement without violating the terms of any agreement with any Third Party existing at the time such Party would be required hereunder to grant the other Party such access or license or sublicense (as applicable).

1.10. “**Effective Date**” shall have the meaning set forth in the preamble.

1.11. “**Field**” shall mean the treatment and prevention of diseases, infections or other disorders in humans.

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1.12. “**Filing**” of an NDA means the acceptance by a regulatory authority of an NDA for filing, if applicable, or the date of filing if the applicable regulatory jurisdiction does not have an “acceptance” process or requirement.

1.13. “**First Commercial Sale**” shall mean, with respect to Product, the first sale for end use or consumption of such Product in a country after all required approvals, including marketing and pricing approvals, have been granted by the governing health authority of such country.

1.14. “**IND**” means the investigational new drug application numbered 107,521 for Program Compound as submitted to FDA prior to the Effective Date.

1.15. “**Initiation**” shall mean, with respect to a milestone event as set forth in Section 5.1, the administration of the first dose to a patient or subject in a Clinical Trial.

1.16. “**Major Market**” shall mean any one of the following countries: United States, Japan, the United Kingdom, France, Germany, Italy or Spain.

1.17. “**Major European Market**” shall mean any one of the following countries: the United Kingdom, France, Germany, Italy or Spain.

1.18. “**Marketing Approval**” shall mean any and all approvals (including price and reimbursement approvals), licenses, registrations, or authorizations of the United States, European Union or any country, federal, state or local regulatory agency, department, bureau or other government entity that is necessary for the manufacture, use, storage, import, transport and/or sale of a Product for human use in such jurisdiction and following which the Product may be legally sold in such jurisdiction.

1.19. “**Materials**” shall consist of the Prototype Materials and other materials set forth in Schedule 1.19 attached hereto.

1.20. “**Merck**” shall have the meaning set forth in the preamble.

1.21. “**Merck FDA Letter**” means the letter from Merck to FDA, duly executed by Merck, to be filed with FDA no later than one (1) business day following the Effective Date with regard to the transfer of the IND from Merck to Scynexis, the form of which is attached hereto as Schedule 1.21.

1.22. [RESERVED]

1.23. “**Merck Indemnitees**” shall have the meaning set forth in Section 7.3.

1.24. “**Merck Know-How**” shall mean any Merck information and materials, including but not limited to, discoveries, improvements, processes, formulas, data, inventions, know-how and trade secrets, patentable or otherwise, which are not generally

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known and are set forth in the IND, Program Documentation and Materials, including [*].

1.25. “**Merck Patent Rights**” shall consist of Program Compound Patent Rights, Merck Process Patent Rights and Other Compound Patent Rights.

1.26. “**Merck Process Patent Rights**” shall mean those Patent Rights that as of the Effective Date and during the term of the Agreement (a) are Controlled by Merck and/or its Affiliates and (b) claim or cover any cell line, starting material or intermediate used for making the Program Compound or the process for making Program Compound or an intermediate thereof, including without limitation, the Patent Rights set forth in Schedule 1.26 attached hereto.

1.27. “**Merck Released Claims**” shall have the meaning set forth in Section 7.1.

1.28. “**NDA**” shall mean a New Drug Application, Marketing Application Authorization or similar application or submission for marketing approval of a Product filed with a regulatory authority in a country.

1.29. “**Net Sales**” shall mean the gross invoice price of Product sold by Scynexis, its Affiliates or sublicensees (which term does not include distributors) to the first independent third party after deducting, if not previously deducted, in the amount invoiced or received:

- a) trade and quantity discounts;
- b) returns, rebates and allowances;
- c) charge backs and other amounts paid on sale or dispensing of Products;
- d) retroactive price reductions that are actually allowed or granted;
- e) sales commissions paid to distributors and/or selling agents;

f) [*] bad debt, sales or excise taxes, early payment cash discounts, transportation and insurance charges and additional special transportation, custom duties, and other governmental charges; and

g) the standard inventory cost of devices or delivery systems used for dispensing or administering Product which accompany Product as it is sold.

With respect to sales of Combination Products, Net Sales shall be calculated [*]. In the event that Product is sold only as a Combination Product, Net Sales shall be

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calculated on the basis of the invoice price of the Combination Product multiplied by a fraction, the numerator of which shall be the [*] of Program Compound in the Product and the denominator of which shall be the [*] of all of the active ingredients in the Combination Product. [*] shall be determined in accordance with Scynexis' regular accounting methods. In the event that Product is sold only as a Combination Product and either Party reasonably believes that the calculation set forth in this Paragraph does not fairly reflect the value of the Product relative to the other active ingredients in the Combination Product, the Parties shall negotiate, in good faith, other means of calculating Net Sales with respect to Combination Products.

1.30. [RESERVED]

1.31. "**Other Compound Patent Rights**" shall mean the Patent Rights set forth in Schedule 1.31 attached hereto.

1.32. "**Party**" or "**Parties**" shall have the meaning set forth in the preamble.

1.33. "**Patent Rights**" shall mean any and all patents or patent applications in the Territory (which for the purposes of this Agreement shall be deemed to include certificates of invention, applications for certificates of invention, divisions, continuations, continuations-in-part, reissues, renewals, extensions, supplementary protection certificates, utility, models and the like of any such patents and patent applications and foreign equivalents thereof).

1.34. "**Payment**" shall have the meaning set forth in Section 3.8(c).

1.35. "**Phase I Clinical Trial**" shall mean a human clinical trial relating to Product (in any country) that would satisfy the requirements of US 21 CFR 312.21(a) involving patients or normal volunteers, which are closely monitored, to obtain initial safety information, and if possible, early indication of effectiveness.

1.36. "**Phase II Clinical Trial**" shall mean a human clinical trial relating to Product (in any country) that would satisfy the requirements of US 21 CFR 312.21(b) involving patients with the disease or condition or interest, which are closely monitored, to evaluate effectiveness as well as common short-term side effects and risks.

1.37. "**Phase III Clinical Trial**" shall mean controlled or uncontrolled human clinical trial relating to Product (in any country) that would satisfy the requirements of US 21 CFR 312.21(c) involving patients with the disease or condition or interest, the results of which could be used to establish safety and efficacy of the Product as a basis for a Marketing Approval.

1.38. "**Program Compound**" shall mean MK-3118 (also known as SCY-078), a semi-synthetic derivative of the natural product enfumafungin and a potent inhibitor of the synthesis of the fungal cell wall polymer b-(1,3)-D-glucan. Chemical Name: [*]

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1.39. “**Program Compound Patent Rights**” shall mean the Patent Rights set forth in Schedule 1.39 attached hereto.

1.40. “**Product**” shall mean any pharmaceutical preparation in final form, including all dosage forms, formulations and line extensions thereof, for any and all uses in the Field, including without limitation any Combination Product, comprising Program Compound (i) for sale by prescription, over-the-counter or any other method; or (ii) for administration to human patients in a Clinical Trial.

1.41. “**Program Documentation**” shall mean the information, data and records relating to Program Compound as set forth in Schedule 1.41 attached hereto.

1.42. “**Proprietary Information**” shall mean all Merck Know-How, Scynexis Know-How, and all other scientific, clinical, regulatory, marketing, financial and commercial information or data, whether communicated in writing, electronically or orally, which is provided by one Party to the other Party in connection with this Agreement.

1.43. “**Prototype Materials**” shall consist of the Materials specifically identified as “Prototype Materials” in Schedule 1.19 attached hereto.

1.44. “**Scynexis**” shall have the meaning set forth in the preamble.

1.45. “**Scynexis FDA Letter**” means the letter from Scynexis to FDA, duly executed by Scynexis, to be filed with FDA no later than one (1) business day following the Effective Date with regard to the transfer of the IND from Merck to Scynexis, the form of which is attached hereto as Schedule 1.45.

1.46. “**Scynexis Know-How**” shall mean any Scynexis information and materials, including but not limited to, discoveries, improvements, processes, formulas, data, inventions, know-how and trade secrets, patentable or otherwise, which are not generally known and are set forth in any written progress reports provided by Scynexis to Merck.

1.47. “**Scynexis Released Claims**” shall have the meaning set forth in Section 7.2.

1.48. “**Taxes**” shall have the meaning set forth in Section 5.7.

1.49. “**Territory**” shall mean all of the countries in the world.

1.50. “**Third Party Claim**” shall have the meaning set forth in Section 7.4(b).

1.51. “**Valid Patent Claim**” means a claim of an issued and unexpired patent included within the Merck Patent Rights, which has not been revoked or held

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unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed with the time allowed for appeal, and which has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise.

ARTICLE 2 TERMINATION OF 2002 AGREEMENT

2.1. Termination of the 2002 Agreement. Merck and Scynexis hereby agree to terminate the 2002 Agreement as of the Effective Date and agree that all rights and obligations of the Parties set forth in the 2002 Agreement shall be extinguished except as otherwise provided in this Agreement.

2.2. Transfer of IND.

(a) Merck hereby transfers all right, title and interest in and to the IND to Scynexis as of the Effective Date.

(b) Scynexis and Merck shall file the Scynexis FDA Letter and the Merck FDA Letter, respectively, with the FDA within one (1) business day after the Effective Date. Scynexis shall be responsible for the payment of any filing or similar fees payable to the FDA with respect to the transfer of the IND and the Program Compound to the Scynexis.

2.3. Transfer of Program Documentation.

(a) Merck shall provide to Scynexis the Program Documentation on or prior to the Effective Date.

(b) Scynexis acknowledges and agrees that it has received from Merck the Program Documentation as of the Effective Date.

2.4. Transfer of Materials

(a) Merck shall transfer to Scynexis, free of charge, the Materials within sixty (60) days of the Effective Date.

(b) Merck shall use commercially reasonable efforts to arrange and conduct the shipment of the Materials in a manner commensurate with the care and maintenance requirements of the Materials. Within [*] of delivery of the Materials, Scynexis shall confirm due receipt thereof in writing, which confirmation shall be conclusive evidence of the discharge of Merck's obligations hereunder. If no written confirmation is provided within the required time period, then Scynexis shall be deemed to have received the Materials and Merck's obligations fully discharged.

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(c) Merck shall hold title to and risk of loss and damage to the Materials under this Agreement, until tender to Scynexis at Scynexis' offices, or designated facility at which time, title and risk of loss and damage to the Materials shall transfer to Scynexis. No right or interest in any know-how or any other intellectual property rights of Merck shall be otherwise transferred by the transfer of the Materials.

(d) Scynexis acknowledges and agrees that the Materials are experimental and are supplied to Scynexis "as is." (I) NO REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER IS MADE OR GIVEN BY OR ON BEHALF OF MERCK; AND (II) ALL OTHER CONDITIONS AND WARRANTIES WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING ANY CONDITIONS AND WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Scynexis agrees to rely solely upon its own opinion of the Materials with regard to their safety and suitability for any purpose.

2.5. Use and Maintenance of Prototype Materials.

(a) Scynexis shall maintain proof of usage and disposition of the Prototype Material until [*], including implementation of validated controls to track inventory, distribution, and actual use of such Prototype Material.

(b) Scynexis shall use the Prototype Material for the sole and exclusive purpose of development, testing or product evaluation to support clinical development of Program Compound, in accordance with subheading 9817.85.01 of the Harmonized Tariff Schedule of the United States and applicable laws.

(c) Scynexis shall not sell to a third party the Prototype Material or any derivatives of such Prototype Material, including Product. In addition, Scynexis shall not incorporate the Prototype Material into other products or materials for sale by Scynexis or a third party.

(d) If requested by Merck or U.S. Customs, Scynexis shall provide a specific end use statement for the Prototype Material in the form attached hereto as Schedule 2.5. Such statement shall be provided within [*] of Scynexis' receipt of such request from Merck or U.S. Customs.

(e) Upon the written request of Merck and not more than [*], Scynexis shall permit Merck or its designee to have access during normal business hours to such records and personnel of Scynexis as may be reasonably necessary to verify Scynexis' compliance with the terms and conditions of this Section 2.5.

2.6. Except as otherwise set forth in this Article 2, Merck shall have no obligations to Scynexis, its Affiliates or sublicensees to take any actions or provide any information, documentation, materials or assistance after the Effective Date. For clarity,

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Merck shall not be required to respond to any requests by Scynexis, its Affiliates or sublicensees for information, documentation, materials or assistance with regard to any research, development, regulatory, manufacturing, marketing or commercialization matter related to Program Compound or Product.

ARTICLE 3 LICENSE GRANTS, DEVELOPMENT AND COMMERCIALIZATION

3.1. License Grants by Merck.

(a) Exclusive License. Merck hereby grants to Scynexis an exclusive (even as to Merck), royalty-bearing license under Merck's interest in the Program Compound Patent Rights, with a right to grant and authorize sublicenses, to research, develop, make, have made, use, offer to sell, sell and/or import the Product for use in the Field in the Territory during the Term.

(b) Non-Exclusive License. Merck hereby grants to Scynexis a non-exclusive, royalty-bearing license under the Merck Process Patent Rights and Merck Know-How, with a right to grant and authorize sublicenses, to research, develop, make, have made, use, offer to sell, sell and/or import the Product for use in the Field in the Territory during the Term. Further, Merck covenants not to grant any license to a third party under the Merck Process Patent Rights and/or Merck Know-How to research, develop, make, have made, use, offer to sell, sell and/or import the Product for use in the Field in the Territory during the Term.

3.2. License Grant by Scynexis. Scynexis hereby grants to Merck an exclusive (even as to Scynexis), fully paid-up, perpetual license under Scynexis' interest in the Program Compound Patent Rights, with a right to grant and authorize sublicenses, to research, develop, make, have made, use, offer to sell, sell and/or import the Product for use outside of the Field in the Territory; provided, however, if Scynexis accepts assignment of the Program Compound Patent Rights pursuant to Section 3.6(a) then the license granted in this Section 3.2 shall be terminated.

3.3. Merck Retained Rights. The Parties acknowledge and agree that Merck and its Affiliates, and their respective sublicensees, shall retain the rights under the Program Compound Patent Rights to research, develop, make, have made, use, offer to sell, sell and/or import Program Compound and other products outside of the Field in the Territory; provided, however, if Scynexis accepts assignment of the Program Compound Patent Rights pursuant to Section 3.6(a) then all Retained Rights references herein shall be extinguished.

3.4. No Implied Licenses. Except as specifically set forth in this Agreement, neither Party shall acquire any license or other intellectual property interest, by implication or otherwise, in any Proprietary Information disclosed to it under this

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Agreement or under any patent rights, know-how or other intellectual property owned or controlled by the other Party or its Affiliates.

3.5. Sublicenses. Merck and Scynexis shall each have the right to sublicense any or all of the licenses granted to a Party hereunder. Each Party shall be responsible for ensuring that the performance by any of its sublicensees hereunder that are exercising rights under a sublicense hereunder is in accordance with the applicable terms of this Agreement (applicable to the sublicensed activities), and the grant of any such sublicense shall not relieve a Party of its obligations under this Agreement (except to the extent they are performed by any such sublicensee(s) in accordance with this Agreement).

3.6. Prosecution and Enforcement of Merck Patent Rights.

(a) Merck shall prosecute and maintain the Merck Patent Rights in the Territory. Notwithstanding the foregoing, in the event that Merck determines it no longer wishes to prosecute and maintain some or all of the Merck Patent Rights in the Territory, Merck shall offer to assign such Merck Patent Rights to Scynexis. Scynexis shall have [*] from receipt of written notice from Merck to accept or decline the assignment of such Merck Patent Rights. Upon acceptance, the Parties shall execute the necessary instruments effecting the assignment. Scynexis hereby acknowledges and agrees that good and valuable consideration for the assignment of such Merck Patent Rights from Merck to Scynexis shall consist of Scynexis' obligations to make the milestone and royalty payments to Merck as set forth in Article 5 and that such obligations of Scynexis shall remain in full force and effect following the assignment of Merck Patent Rights. In the event that Scynexis declines to accept the assignment of the Merck Patent Rights or fails to respond to Merck's written notice within the [*] notice period, Merck shall have the right to assign any or all of the Merck Patent Rights to a third party or otherwise abandon such Merck Patent Rights in whole or in part. Upon acceptance of the assignment of such Merck Patent Rights and/or the expiration of the [*] notice period, Merck shall no longer be obligated to perform the activities set forth in subsections (b) through (i) below; provided however, notwithstanding the foregoing, in the event that Scynexis has accepted assignment of any Program Compound Patent Rights pursuant to this Section 3.6(a) and a third party should seek to invalidate or render unenforceable any such Program Compound Patent Right, Merck shall offer reasonable assistance to Scynexis (or its licensees) to the extent that such assistance is required as a result of Merck being the original joint owner of such Program Compound Patent Right, at no charge except for reimbursement of reasonable out-of-pocket expenses incurred in rendering such assistance.

(b) Without prejudice to the duties of Merck above, Merck shall give notice to Scynexis of the grant, lapse, revocation, surrender, invalidation or abandonment of any Merck Patent Rights.

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(c) Merck shall inform Scynexis of any request for, or filing or declaration of, any interference, opposition, invalidation, reexamination, reissue proceeding, post-grant review, inter partes review, derivation proceeding or other similar administrative proceeding or administrative appeal thereof, relating to Merck Patent Rights within [*] of learning of such event. Merck shall keep Scynexis informed of developments in any such action or proceeding, including, consultation and approval of any settlement, the status of any settlement negotiations and the terms of any offer related thereto. Merck shall bear the expense of any of the foregoing relating to Merck Patent Rights.

(d) Each Party shall promptly report in writing to each other Party during the term of this Agreement any infringement of any of the Merck Patent Rights in the Field in the Territory by a third party of which it becomes aware. The Parties shall thereafter consult and cooperate fully to determine a course of action, including but not limited to the commencement of legal action by either or both Merck and Scynexis, to terminate any infringement of the Merck Patent Rights. However, Merck, upon written notice to Scynexis, shall have the first right to initiate and prosecute such legal action at its own expense and in the name of Merck and Scynexis or to control the defense of any declaratory judgment action relating to the Merck Patent Rights. Merck shall promptly inform Scynexis if it elects not to exercise such first right and Scynexis shall thereafter have the right to either initiate and prosecute such action or to control the defense of such declaratory judgment action in the name of Scynexis and, if necessary, Merck. Each Party shall have the right to be represented by counsel of its own choice.

(e) In the event that Merck determines to initiate an infringement or other appropriate suit anywhere in the world against such third party in accordance with subsection (d) hereof, Merck shall provide Scynexis with an opportunity to make suggestions and comments regarding such suit and shall promptly notify Scynexis of the commencement of such suit. Merck shall keep Scynexis promptly informed of, and shall from time to time consult with Scynexis regarding, the status of any such suit and shall provide Scynexis with copies of all documents filed in, and all material written communications relating to, such suit. Merck shall select counsel who shall be reasonably acceptable to Scynexis. Merck shall, except as provided below, pay all expenses of the suit, including, without limitation, attorneys' fees and court costs. If necessary, Scynexis shall join as a party to the suit but shall be under no obligation to participate except to the extent that such participation is required as the result of being a named party to the suit. Scynexis shall have the right to participate and be represented in any suit by its own counsel at its own expense. Merck shall not settle any such suit involving rights of Scynexis without obtaining the prior written consent of Scynexis, which consent shall not be unreasonably withheld.

(f) In the event that Scynexis (or its sublicensee) determines to initiate an infringement or other appropriate suit anywhere in the world against such third party in accordance with subsection (d) hereof, Scynexis (or its sublicensee) shall have the

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sole and exclusive right to select counsel and shall pay all expenses of the suit, including without limitation attorneys' fees and court costs. If necessary, Merck shall join as a party to the suit and shall participate only to the extent that such participation is required as a result of its being a named party to the suit or being the holder of any patent at issue or being the owner of any Merck Patent Rights at issue. At Scynexis' request, Merck shall offer reasonable assistance to Scynexis (or its sublicensees) in connection therewith at no charge except for reimbursement of reasonable out-of-pocket expenses incurred in rendering such assistance. Without limiting the generality of the preceding sentence, Merck shall cooperate fully in order to enable Scynexis (or its sublicensees) to institute any action hereunder. Merck shall have the right to be represented in any such suit by its own counsel at its own expense.

(g) Any recovery obtained by either or both Merck and Scynexis in connection with or as a result of any action contemplated by this section, whether by settlement or otherwise, shall be shared in order as follows:

(i) the Party which initiated and prosecuted the action shall recoup all of its costs and expenses incurred in connection with the action;

(ii) the other Party shall then, to the extent possible, recover its costs and expenses incurred in connection with the action; and

(iii) the amount of any recovery remaining shall then be [*].

h) Merck shall inform Scynexis of any certification regarding any Merck Patent Rights it has received pursuant to either 21 U.S.C. §§355(b)(2)(A)(iv) or (j)(2)(A)(vii)(IV) or its successor provisions or any similar provisions in a country in the Territory other than the United States and shall provide Scynexis with a copy of such certification within [*] of receipt. Scynexis' and Merck's rights with respect to the initiation and prosecution of any legal action as a result of such certification or any recovery obtained as a result of such legal action shall be as defined in Sections 3.6(d)-(g) hereof; provided, however, that Merck shall exercise its first right to initiate and prosecute any action and shall inform Scynexis of such decision within [*] of receipt of the certification, after which time Scynexis shall have the right to initiate and prosecute such action.

i) The Parties shall cooperate with each other in obtaining patent term restoration or supplemental protection certificates or their equivalents in any country in the Territory in the Field for the Compound Patent Rights. In the event that elections with respect to obtaining such patent term restoration are to be made, Scynexis shall have the right to direct the election and Merck agrees to abide by such election.

3.7. Development and Commercialization.

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(a) Scynexis, at its sole cost and expense, shall have the sole discretion to research, develop, manufacture and commercialize the Product either alone or together with a third party.

(b) Within [*] following the end of each Calendar Year, Scynexis shall provide to Merck a written progress report which shall describe the development and commercialization activities for the Product, including without limitation, any updates regarding sublicensees involved in the development and/or commercialization of the Product.

3.8. Compliance with Law and Ethical Business Practices.

(a) Each Party shall perform its obligations under this Agreement in compliance with the requirements of applicable law, including without limitation, with respect to the Prototype Materials, the applicable provisions of the Tariff Suspension and Trade Act of 2000 and any subsequent amendments.

(b) Scynexis acknowledges that Merck's corporate policy requires that Merck's business must be conducted within the letter and spirit of the law, including the U.S. Foreign Corrupt Practices Act. By signing this Agreement, Scynexis agrees to conduct the activities contemplated herein in a manner which is consistent with both applicable law and business ethics.

(c) Without limitation of the foregoing, Scynexis warrants that none of its employees, agents, officers or other members of its management are officials, officers, agents, representatives of any government or international public organization. Scynexis shall not make any payment, either directly or indirectly, of money or other assets (hereinafter collectively referred as a "**Payment**"), to government or political party officials, officials of international public organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing where such Payment would constitute violation of any applicable law.

ARTICLE 4 CONFIDENTIALITY AND PUBLICATION

4.1. Nondisclosure Obligation. All Proprietary Information disclosed by one Party to the other Party hereunder shall be maintained in confidence by the receiving Party and shall not be disclosed to any third party or used for any purpose except as set forth herein, without the prior written consent of the disclosing Party, except to the extent that such Proprietary Information:

(a) is known by the receiving Party at the time of its receipt, and not through a prior disclosure by the disclosing Party, as documented by the receiving Party's business records;

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(b) is in the public domain by use and/or publication before its receipt from the disclosing Party, or thereafter enters the public domain through no fault of the receiving Party;

(c) is subsequently disclosed to the receiving Party by a third party who may lawfully do so and is not under an obligation of confidentiality to the disclosing Party; and

(d) is developed by the receiving Party independently of Proprietary Information received from the disclosing Party, as documented by the receiving Party's business records.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the receiving Party.

4.2. Permitted Disclosures. Notwithstanding Section 4.1, each Party shall be permitted to disclose Proprietary Information of the other Party, if such Proprietary Information:

(a) is disclosed by the receiving Party (or its Affiliates or sublicensees) to governmental or other regulatory agencies in order to obtain patents or to gain or maintain approval to conduct clinical trials or to market Product, but such disclosure may be only to the extent reasonably necessary to obtain patents or authorizations;

(b) is disclosed by receiving Party (or its Affiliates) to its sublicensees, agent(s), consultant(s), and/or other third parties for the research and development, manufacture, marketing and/or sale of Program Compound or Product (or for such third parties to determine their interest in performing such activities) in accordance with this Agreement (including the exercise of licenses granted to a Party hereunder) on the condition that such third parties agree to be bound by confidentiality and non-use obligations that substantially are no less stringent than those confidentiality and non-use provisions contained in this Agreement; provided, however, that the term of confidentiality may be limited to [*]; or

(c) is required to be disclosed by law or court order, provided that notice is promptly delivered to the disclosing Party in order to provide such Party with an opportunity to challenge or limit the disclosure requirement.

4.3. Publication. As between the Parties, Scynexis shall have the right to publish results of any research or development activities conducted by or on behalf of Scynexis with respect to any Product, and Merck (and its Affiliates) shall have no right to do so.

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4.4. Publicity; Use of Names.

(a) Merck agrees that Scynexis may issue a press release upon execution of this Agreement in the form attached hereto as Schedule 4.4.

(b) Except as otherwise expressly set forth in Section 4.2 or this Section 4.4, no disclosure of the existence, or the terms, of this Agreement may be made by either Party. Neither Party shall use the name, trademark, trade name or logo of the other Party, its Affiliates or their respective employee(s) in any publicity, promotion, news release, disclosure or regulatory submission relating to this Agreement or its subject matter, without the prior express written permission of the other Party. Notwithstanding the foregoing, Scynexis shall have the right to disclose the existence and terms of this Agreement to potential capital investors (including, but not limited to, potential purchasers of the stock and/or assets of Scynexis) and to sublicensees, who shall be bound by confidentiality and non-use obligations that substantially are no less stringent than those confidentiality and non-use provisions contained in this Agreement; provided, however, that the term of confidentiality may be limited to three (3) years.

ARTICLE 5 PAYMENTS; ROYALTIES AND REPORTS

5.1. Milestone Payments. In consideration for the licenses granted herein and subject to the terms and conditions of this Agreement, Scynexis shall pay to Merck the following milestone payments:

- (a) [*] (\$[*]) dollars upon [*];
- (b) [*] (\$[*]) dollars upon [*];
- (c) [*] (\$[*]) dollars upon [*];
- (d) [*] (\$[*]) dollars upon [*];
- (e) [*] (\$[*]) dollars upon [*];
- (f) [*] (\$[*]) dollars upon [*];

The foregoing milestone payments will be non-refundable, but will be creditable against future royalties payable. Scynexis shall notify Merck in writing within [*] upon the achievement of each milestone, such notice to be accompanied by payment of the appropriate milestone payment within [*].

5.2. Royalties. In consideration for the licenses granted herein and subject to the terms and conditions of this Agreement, Scynexis shall pay to Merck royalties on a country-by-country basis in an amount equal to:

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(a) [*] percent ([*]%) of Net Sales for the initial [*] (\$[*]) dollars of sales of Product in the Territory in a Calendar Year by Scynexis, its Affiliates or sublicensees;

(b) [*] percent ([*]%) of Net Sales for sales between [*] (\$[*]) dollars and [*] (\$[*]) of sales of Product in the Territory in a Calendar Year by Scynexis, its Affiliates or sublicensees;

(c) [*] percent ([*]%) of Net Sales for sales over [*] (\$[*]) of sales of Product in the Territory in a Calendar Year by Scynexis, its Affiliates or sublicensees.

Royalties on Product at the rate set forth above shall be effective as of the date of First Commercial Sale of Product in a country with a Valid Patent Claim claiming the manufacture, use or sale of such Product and shall continue until [*] (i) expiration of the last-to-expire Valid Patent Claim claiming the manufacture, use or sale of such Product or (ii) [*] from the First Commercial Sale of such Product in such country. As [*], in those countries of the Territory where there are [*], such royalties shall be paid at [*] percent ([*]%) of the rates set forth above effective from the date of First Commercial Sale of Product in such country for a period of [*] thereafter.

5.3. All royalties are subject to the following conditions:

(a) that only one royalty shall be due with respect to the same unit of Product;

(b) that no royalties shall be due upon the sale or other transfer among Scynexis, its Affiliates and sublicensees, but in such cases the royalty shall be due and calculated upon Scynexis' or its Affiliate's or its sublicensee's Net Sales to the first independent third party; and

(c) no royalties shall accrue on the disposition of Product in reasonable quantities by Scynexis, Affiliates or its sublicensees as samples (promotion or otherwise) or as donations (for example, to non-profit institutions or government agencies for a non-commercial purpose).

5.4. It is understood by the parties that Scynexis may sell Product(s) to an independent third party (such as a retailer or wholesaler) and may subsequently perform services relating to Product(s) and other products under a managed pharmaceutical benefits contract or other similar contract. In such cases, it is agreed by the Parties that Net Sales shall be based on [*].

5.5. The Parties acknowledge that during the term of this Agreement, Scynexis' sales practices for the marketing and distribution of Product may change to the extent to which the calculation of the payment for royalties on Net Sales may become impractical or even impossible. In such event the parties agree to meet and

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discuss in good faith new ways of compensating Merck to the extent currently contemplated under Section 5.2.

5.6. In those cases where Scynexis sells bulk Compound rather than Product in packaged form to an independent third party, the royalty obligations of this Section 5 shall be [*].

5.7. If a compulsory license is granted to a third party with respect to Product in any country in the Territory with a royalty rate lower than the royalty rate provided by Section 5.2, then the royalty rate to be paid by Scynexis on Net Sales in that country under Section 5.2 shall be [*].

5.8. In the event that one or more patent licenses from other third parties are required by Scynexis, its Affiliates and sublicensees in order to develop, make, have made, use or sell Program Compound or Product (hereinafter “**Third Party Patent Licenses**”), any consideration actually paid under such Third Party Patent Licenses by Scynexis, its Affiliates or sublicensees, for sale of such Program Compound or Product in a country for such Calendar Quarter shall be creditable against the royalty payments due Merck by Scynexis with respect to the sale of such Products in such country. Notwithstanding the foregoing, in no event shall any amount owed to Merck be reduced by more than [*] percent ([*]%) as a result of such Third Party Patent Licenses.

5.9. In the event a [*] is sold in a country, then the royalty rate to be paid by Merck on Net Sales in that country under Section 5.2 shall be reduced by [*] percent ([*]%) in such country.

5.10. Reports; Payment of Royalty. During the term of this Agreement following the First Commercial Sale of a Product, Scynexis shall furnish to Merck a quarterly written report for the Calendar Quarter showing the Net Sales of all Products subject to royalty payments sold by Scynexis, its Affiliates and sublicensees in the Territory during the reporting period and the royalties payable under this Agreement. Reports shall be due on the [*] day following the close of each Calendar Quarter. Royalties shown to have accrued by each royalty report shall be due and payable on the date such royalty report is due. Scynexis shall keep complete and accurate records in sufficient detail to enable the royalties payable hereunder to be determined.

5.11. Audits.

(a) Upon the written request of Merck and not more than once in each Calendar Year, Scynexis shall permit an independent certified public accounting firm of nationally recognized standing selected by Merck and reasonably acceptable to Scynexis, at Merck’s expense, to have access during normal business hours to such of the records of Scynexis as may be reasonably necessary to verify the accuracy of the royalty reports hereunder for any year ending not more than [*] prior to the date of such

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request. The accounting firm shall disclose to Merck only whether the royalty reports are correct or incorrect and the specific details concerning any discrepancies. No other information shall be provided to Merck.

(b) If such accounting firm correctly concludes that additional royalties were owed during such period, Scynexis shall pay the additional royalties within [*] days of the date Merck delivers to Scynexis such accounting firm's written report so correctly concluding. The fees charged by such accounting firm shall be paid by Merck. Notwithstanding the foregoing, in the event that the verification discloses an underpayment to Merck of more than [*] percent ([*]%) of the amount due and at least [*] (\$[*]) dollars, Scynexis shall promptly reimburse Merck the fees and costs of the representative, and reasonable costs incurred by Merck in respect of the audit.

(c) Scynexis shall include in each sublicense granted by it pursuant to this Agreement a provision requiring the sublicensee to make reports to Scynexis and to keep and maintain records of sales made pursuant to such sublicense to the same extent required of Scynexis under this Agreement.

(d) Merck shall treat all financial information subject to review under this Section 5.5 (or under any sublicense agreement) in accordance with the confidentiality and non-use provisions of this Agreement, and shall cause its accounting firm to enter into an acceptable confidentiality agreement with Scynexis, its Affiliates and/or sublicensees obligating it to retain all such information in confidence pursuant to such confidentiality agreement.

5.12. Payments and Exchange Rate. All payments to be made by Scynexis to Merck under this Agreement shall be made in United States Dollars and may be paid by bank wire transfer in immediately available funds to the account designated in writing by Merck. In the case of sales outside the United States, the rate of exchange to be used in computing the monthly amount of currency equivalent in United States Dollars due Merck shall be made at the monthly rate of exchange utilized by Scynexis in its worldwide accounting system (or such other globally accepted standard as Scynexis may choose from time-to-time), prevailing on the third to the last business day of the month preceding the month in which such sales are recorded by Scynexis.

5.13. Income Tax Withholding. Merck shall be liable for all income and other taxes (including interest) (“**Taxes**”) imposed upon any payments made by Scynexis to Merck under this Article 5 (“**Agreement Payments**”). If applicable laws, rules or regulations require the withholding of Taxes, Scynexis shall make such withholding payments and shall subtract the amount thereof from the Agreement Payments. Scynexis shall submit to Merck appropriate proof of payment of the withheld Taxes as well as the official receipts within a reasonable period of time. Scynexis shall provide Merck reasonable information in its possession in order to allow Merck to obtain the

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benefit of any present or future treaty against double taxation which may apply to the Agreement Payments.

5.14. Third Party Licenses. Notwithstanding anything to the contrary herein (including Section 5.7), but subject to the provisions of 5.8, Scynexis shall be solely responsible for satisfying all costs and payments of any kind (including all upfront fees, annual payments, milestone payments and royalty payments) (i) arising under any license or other grant of rights from a third party to Scynexis (or any of its Affiliates) and/or (ii) otherwise arising as a result of the exercise by Scynexis of any licenses under this Agreement.

5.15. Late Fees. If Scynexis fails to pay in full any undisputed sum payable under this Agreement within [*] after the end of the period specified for payment, the amount outstanding shall bear interest at a per annum rate of prime as reported in the Wall Street Journal [*] or the maximum rate allowable by applicable law, whichever is less.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of Each Party. Each Party represents and warrants to the other Party that as of the Effective Date:

(a) such Party is duly organized and validly existing under the laws of the state of its organization and has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the necessary corporate actions of such Party. This Agreement has been duly executed by such Party. This Agreement and any other documents contemplated hereby constitute valid and legally binding obligations of such Party enforceable against it in accordance with their respective terms, except to the extent that enforcement of the rights and remedies created thereby is subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws of general application affecting the rights and remedies of creditors.

6.2. Additional Merck Representations and Warranties. Merck represents and warrants to Scynexis that as of the Effective Date:

(a) all issued patents contained within the Merck Patent Rights are in full force and effect and to the best of Merck's knowledge, the Merck Patent Rights and Merck Know-How exist and are not invalid or unenforceable, in whole or in part;

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(b) it has the full right, power and authority to enter into this Agreement, to perform the activities hereunder, and to grant the licenses granted hereunder;

(c) it (and its Affiliates) has not previously (i) assigned, transferred, conveyed or otherwise encumbered its right, title and/or interest in any Merck Patent Rights, or (ii) otherwise granted any rights to any third parties that would conflict with the rights granted to Scynexis hereunder, and, to the best of Merck's knowledge, there is no unauthorized use, infringement or misappropriation of any Merck Patent Rights;

(d) it jointly owns with Scynexis the Program Compound Patent Rights, all of which are free and clear of any liens, charges and encumbrances;

(e) it owns the Merck Process Patent Rights, all of which are free and clear of any liens, charges and encumbrances; and

(f) to its Knowledge, except as disclosed on Schedule 6.2 attached hereto, it has provided a copy of all material information relating to safety and efficacy data from assays or test procedures that Merck considers to be non-proprietary for the Program Compound.

6.3. Disclaimers. Merck does not make any representation or warranty, and specifically disclaims any warranty:

(a) that the Program Compound will be useful to Scynexis for any purpose whatsoever; and more specifically Merck makes no representations or warranties concerning the manufacturing process, or the efficacy, safety or adequacy of the Program Compound for the purpose of researching, developing, manufacturing, marketing or selling the Product before or after the Effective Date;

(b) concerning the efficacy or safety for human use of Program Compound, whether in the formulation heretofore manufactured or in the form of any other hydrates, solvates, salts, polymorphic forms (different crystal forms) of Program Compound or any derivatives thereof;

(c) concerning the accuracy, completeness or utility of the Program Documentation for any purpose, including without limitation, the research and development of Program Compound or Product; or

(d) concerning any legal and regulatory requirements that must be satisfied by Scynexis before Scynexis will be able lawfully to manufacture, market and sell the Product in the Territory.

6.4. SCYNEXIS ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS

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AGREEMENT, MERCK HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER AND SCYNEXIS HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCYNEXIS ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MERCK IS PROVIDING THE IND, PROGRAM DOCUMENTATION AND MATERIALS ON AN “AS IS, WHERE IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR CONDITION OF THE ASSETS OR AS TO THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR AS TO ANY OTHER MATTER.

ARTICLE 7 RELEASE AND INDEMNIFICATION

7.1. Merck Release. Merck (on behalf of itself and its successors or assigns, past and present officers, directors, employees, agents and representatives) freely and voluntarily releases, relinquishes and forever discharges Scynexis and its parent, affiliates, subsidiaries, successors and assigns, past and present officers, directors, employees, agents and representatives, from and against any and all claims, demands, causes of action, complaints, arbitrations, suits, judgments, demands, obligations or liabilities, damages, rights, costs, loans, debts and expenses of any kind or nature (including attorneys’ fees and expenses), in law or equity, whether known or unknown, disclosed or undisclosed (“**Claims**”), that Merck now has or ever has had as of the Effective Date based on, by reason of, or arising out of the 2002 Agreement (the “**Merck Released Claims**”). In addition, Merck represents and warrants that it has not heretofore assigned or transferred, or purported to have assigned or transferred to any entity or person, any of the Released Claims, or any amount of money related thereto.

7.2. Scynexis Release. Scynexis (on behalf of itself and its successors or assigns, past and present officers, directors, employees, agents and representatives) freely and voluntarily releases, relinquishes and forever discharges Merck and its parent, affiliates, subsidiaries, successors and assigns, past and present officers, directors, employees, agents and representatives, from and against any and all Claims that Scynexis now has or ever has had as of the Effective Date based on, by reason of, or arising out of the 2002 Agreement, including any and all activities related to the research and development of Program Compound (the “**Scynexis Released Claims**”). In addition, Scynexis represents and warrants that it has not heretofore assigned or transferred, or purported to have assigned or transferred to any entity or person, any of the Scynexis Released Claims, or any amount of money related thereto.

7.3. Indemnification. Scynexis shall indemnify and hold Merck and its Affiliates and their respective officers, directors, agents and employees (“**Merck**

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Indemnitees”) harmless from and against any Claims arising under or related to this Agreement against them to the extent arising or resulting from:

(a) the research, development and commercialization of Program Compound and Product by Scynexis, its Affiliates, sublicensees or third parties acting on Scynexis’ behalf;

(b) the breach of this Agreement by Scynexis; or

(c) the negligence or willful misconduct of Scynexis in regard to its performance, or non-performance, under this Agreement.

7.4. Indemnification Procedure.

(a) Each Merck Indemnitee shall provide Scynexis with prompt written notice of any Claims or the discovery of a fact upon which such Merck Indemnitee intends to base a request for indemnification under Section 7.3 (it being understood and agreed, however, that the failure to give notice as provided in this Section 7.4 shall not relieve Scynexis of any such indemnification obligations except and only to the extent that Scynexis is actually materially prejudiced as a result of such failure to give notice).

(b) Each Party shall furnish promptly to the other Party copies of all papers and official documents received in respect of any Claims resulting from or arising out of any Claim by a third party against a Merck Indemnitee (a “**Third Party Claim**”). The Merck Indemnitee shall reasonably cooperate as requested by and at the expense of Scynexis in the defense of any Third Party Claims.

(c) Within [*] after receipt of such notification as set forth in subsection (a), Scynexis may, upon written notice thereof to the Merck Indemnitee, assume control of the defense of any Third Party Claim with counsel reasonably satisfactory to the Merck Indemnitee. The Merck Indemnitee shall provide Scynexis with all information in its possession and all assistance reasonably necessary to enable Scynexis to carry on the defense of any such Third Party Claim. If Scynexis does not assume control of such defense, the Merck Indemnitee shall control such defense. The Party not controlling such defense may participate therein at its own expense. The Party controlling such defense shall keep the other Party advised of the status of the Third Party Claim and the defense thereof and shall consider recommendations made by the other Party with respect thereto. The Merck Indemnitee shall not agree to any settlement of any Third Party Claim without the prior written consent of Scynexis, which shall not be unreasonably withheld, delayed or conditioned. Scynexis shall not agree to any settlement of any Third Party Claim or consent to any judgment in respect thereof that does not include a complete and unconditional release of the Merck Indemnitee from all liability with respect thereto or that imposes any liability or obligation on the Merck

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Indemnitee without the prior written consent of the Merck Indemnitee; *provided, however*, Scynexis may agree to a settlement of such action, suit, proceeding or Third Party Claim or consent to any judgment in respect thereof with prior written notice to the Merck Indemnitee but without the consent of the Merck Indemnitee where the only liability to the Merck Indemnitee is the payment of money and Scynexis makes such payment.

7.5. Insurance. Scynexis shall, at its sole expense, maintain in effect at all times during the period of the Agreement insurance coverage with minimum limits as follows: (a) commercial general liability – occurrence form general aggregate (including contractual liability) of \$[*]; (b) combined bodily injury/property damage each occurrence of \$[*]; (c) products liability (including bodily injury and financial loss) of \$[*]; and (d) excess liability – umbrella form of \$[*]. Upon receipt of a written request from Merck, Scynexis shall deliver to Merck an insurer or insurer’s agent signed certificate of insurance, as evidence that policies providing such coverage and limits of insurance are in full force and effect and with insurers, having an AM Best (A-) or higher rating. These certificates of insurance shall provide that not less than [*] advance notice shall be given in writing to Scynexis of any cancellation, termination, or material alteration of said insurance policies. Merck (including its Affiliates) and their respective officers, directors and employees should be added as additional insureds on the commercial general liability policies and Scynexis’ insurers shall waive all rights of subrogation against Merck. Scynexis’ insurance shall be primary with no contribution by Merck insurance. All deductibles or self-insured retentions are the responsibility of Scynexis.

ARTICLE 8 TERM AND TERMINATION

8.1. Term and Expiration. This Agreement shall be effective as of the Effective Date and unless terminated earlier pursuant to Sections 8.2, the term of this Agreement shall continue in full force and effect until expiration of all royalty obligations hereunder (“**Term**”). Upon expiration of this Agreement due to expiration of all royalty obligations hereunder, Scynexis’ licenses pursuant to Section 3.1 shall become fully paid-up, perpetual licenses.

8.2. Termination for Cause.

(a) Cause for Termination. This Agreement may be terminated at any time during the term of this Agreement upon written notice by a Party if the other Party is in breach of its material obligations hereunder by causes and reasons within its control and has not cured such breach within [*] after written notice requesting cure of such breach; provided, however, in the event of a good faith dispute with respect to the existence of such breach, the [*] cure period shall be tolled until such time as the dispute is resolved pursuant to Section 9.6. Notwithstanding the foregoing, any [*] failure by

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[*] to [*] in Section [*] shall [*] under such Section and [*] under this Agreement shall consist of [*] to [*] within the [*] cure period or such other period as mutually agreed by the Parties.

(b) Effect of Termination for Cause.

- (i) if [*] terminates this Agreement under Section 8.2, [*] as of the effective date of such termination;
- (ii) if [*] terminates this Agreement under Section 8.2, [*] as of the effective date of such termination.

8.3. Effect of Expiration or Termination; Survival. Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination. Each Party shall pay all amounts then due and owing as of the expiration or termination date. Any expiration or termination of this Agreement shall be without prejudice to the rights of either Party against the other accrued or accruing under this Agreement prior to expiration or termination. The provisions of Article 4 shall survive the expiration or termination of this Agreement and shall continue in effect for [*] following termination or expiration. The provisions of Article 1 (as necessary for the interpretation of other surviving provisions); [*] Sections 6.3 and 6.4; Article 7; Article 8; and Article 9 shall survive any expiration or termination of this Agreement.

ARTICLE 9 MISCELLANEOUS

9.1. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached the Agreement for failure or delay in fulfilling or performing any term of the Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other Party. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical.

9.2. Assignment. The Agreement may not be assigned or otherwise transferred, nor, except as expressly provided hereunder, may any right or obligations hereunder be assigned or transferred, by either Party without the consent of the other Party, such consent not to be unreasonably withheld; provided, however, that a Party may at any time during the Term assign the Agreement and its rights and obligations hereunder to an Affiliate or in connection with the transfer or sale of all or substantially all of its assets related to the Product or the business, or in the event of its merger or

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consolidation or change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under the Agreement.

9.3. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affect the substantive rights of the Parties. The Parties shall in such an instance use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.

9.4. Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if to Scynexis, to: Scynexis, Inc.
3501 C Tricenter Boulevard
Durham, NC 27713
Attn: Director, Business Development
Fax: (919) 544-8697

with a copy to: Scynexis Chemistry & Automation, Inc.
3501 C Tricenter Boulevard
Durham, NC 27713
Attn: President & CEO
Fax: (919) 544-8697

if to Merck, to: Merck Sharp & Dohme Corp.
One Merck Drive (WS 2A-50)
P.O. Box 100
Whitehouse Station, NJ 08889-0100
Attn: Chief Licensing Officer
Fax: (908) 735-1201

with a copy to: Merck Sharp & Dohme Corp.
One Merck Drive (WS 3A-65)
P.O. Box 100
Whitehouse Station, NJ 08889-0100
Attn: Office of Secretary
Fax: (908) 735-1246

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or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if personally delivered or sent by facsimile on a business day, on the business day after dispatch if sent by nationally-recognized overnight courier and on the third business day following the date of mailing if sent by mail.

9.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the United States without reference to any rules of conflict of laws or renvoi.

9.6. Dispute Resolution. The Parties shall negotiate in good faith and use reasonable efforts to settle any dispute, controversy or claim arising from or related to this Agreement or the breach thereof. If the Parties do not fully settle, and a Party wishes to pursue the matter, each such dispute, controversy or claim that is not an “**Excluded Claim**” shall be finally resolved by binding arbitration in accordance with the Commercial Arbitration Rules and Supplementary Procedures for Large Complex Disputes of the American Arbitration Association (“**AAA**”), and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitration shall be conducted by a panel of three persons experienced in the pharmaceutical business. Within [*] after initiation of arbitration, each Party shall select one person to act as arbitrator and the two Party-selected arbitrators shall select a third arbitrator within [*] of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be appointed by the AAA. The place of arbitration shall be New York, New York. Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of that Party pending the arbitration award. The arbitrators shall have no authority to award punitive or any other type of damages not measured by a Party’s compensatory damages. Each Party shall bear its own costs and expenses and attorneys’ fees and an equal share of the arbitrators’ and any administrative fees of arbitration. Except to the extent necessary to confirm an award or as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties. In no event shall an arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would be barred by the applicable New York statute of limitations. As used in this Section, the term “**Excluded Claim**” shall mean a dispute, controversy or claim that concerns (a) the validity or infringement of a patent, trademark or copyrights, including without limitation the Merck Patent Rights; or (b) any antitrust, anti-monopoly or competition law or regulation, whether or not statutory.

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9.7. Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof. All express or implied agreement and understandings, either oral or written, heretofore made are expressly merged in and made a part of this Agreement. This Agreement may be amended, or any term thereof modified, only by a written instrument duly executed by both Parties hereto.

9.8. Headings. The captions to the several Articles and Sections hereof are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the several Articles and Sections hereof.

9.9. Independent Contractors. It is expressly agreed that Scynexis and Merck shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency. Neither Scynexis nor Merck shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other Party.

9.10. Waiver. The waiver by either Party hereto of any right hereunder or the failure to perform or of a breach of the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.

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

9.12. Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the Effective Date.

MERCK SHARP & DOHME CORP.

SCYNEXIS, INC.

By: /s/ Roger J. Pomerantz
Roger J. Pomerantz, M.D., F.A.C.P.
Senior Vice President
Head of Worldwide Licensing & Acquisitions

By: /s/ Yves Ribeill
Yves Ribeill
President and CEO

[SIGNATURE PAGE TO TERMINATION AND LICENSE AGREEMENT]

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SCHEDULE 1.19

MATERIALS

[*]

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SCHEDULE 1.21

Form of Merck Letter to be Submitted to FDA

Donnette D. Staas, Ph.D.
Director
Global Regulatory Affairs

Merck Sharp & Dohme Corp.
351 Sumnerstown Pike
Upper Gwynedd, PA 19454-2504
Tel: 267-305-1892
Fax: 267-305-8181
donnette_staas@merck.com



John Farley, M.D., M.P.H., Acting Director
Food and Drug Administration
Center for Drug Evaluation and Research
Division of Anti-Infective Products
5901-B Ammendale Road
Beltsville, MD 20705-1266

Serial No.

Dear Dr. Farley:

**IND 107,521: MK-3118
Transfer of Ownership of IND**

Reference is made to the subject Investigational New Drug (IND) application for MK-3118 for the treatment of fungal infections, which was submitted on January 12, 2010 (Serial No. 0000).

This letter and the attached signed form FDA 1571 serve as notification of the change in ownership of this IND from Merck Sharp & Dohme Corp, a subsidiary of Merck & Co, Inc. (Merck) to SCYNEXIS, Inc. The change in ownership becomes effective on 24-05-2013.

The new sponsor's contact information is:

Katyna Borroto-Esoda
Director, Clinical Affairs
SCYNEXIS, Inc.
3501C Tricenter Boulevard
Durham, NC 27713
Tel: 919-237-4431
Fax: 919-544-8697
Email: Katyna.Borroto-Esoda@scynexis.com

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Pursuant to the provisions in 21 CFR 312, Section 312.50, all rights and responsibilities associated with the subject Investigational New Drug application have been transferred to SCYNEXIS, Inc. In addition, the complete IND record has been forwarded to SCYNEXIS, Inc.

This submission is being submitted in accordance with the current FDA Guidance Documents for the electronic common technical document. This submission is being transmitted through the FDA's electronic submission gateway. Merck has taken precautions to ensure that the contents are free of computer viruses (McAfee Agent, McAfee, Inc.), and we authorize the use of anti-virus software, as appropriate.

We consider the information included in this submission to be a confidential matter, and request that the Food and Drug Administration not make its content, public without first obtaining the written permission of Merck.

In my absence questions concerning the content of this submission should be directed to Laurie MacDonald (267) 305-5540.

Sincerely,

Donnette D. Staas, Ph.D.
Director
Global Regulatory Affairs

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SCHEDULE 1.26**MERCK PROCESS PATENT RIGHTS**

Merck Reference	Country	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]
Merck Reference	Country	Application Number	Filing Date	Publication Number	Patent Number	Issue Date	Status
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

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SCHEDULE 1.31**OTHER COMPOUND PATENT RIGHTS**

<u>Merck Reference</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]

<u>Merck Reference</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

<u>Merck Reference</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]

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SCHEDULE 1.39**PROGRAM COMPOUND PATENT RIGHTS**

<u>Merck Reference</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]

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<u>Merck Reference</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]

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SCHEDULE 1.41

PROGRAM DOCUMENTATION

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**SCHEDULE 1.41
PROGRAM DOCUMENTATION**



<u>Source Area</u>	<u>Additional Information</u>	<u>Suggested Mode of Transfer- Electronic or Paper</u>	<u>Completion Date</u>
[*]	[*]	[*]	[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

**SCHEDULE 1.41
PROGRAM DOCUMENTATION**



Source Area
[*]

Scynexis Questions/Comments
[*]

Merck Response
[*]

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SCHEDULE 1.45

Scynexis Letter to be Submitted to FDA



May 28, 2013

John Farley, M.D., M.P.H., Acting Director
Food and Drug Administration
Center for Drug Evaluation and Research
Division of Anti-Infective Products
5901-B Ammendale Road
Beltsville, MD 20705-1266

Serial No.

Dear Dr. Farley:

**IND 107,521: MK-3118
Transfer of Ownership of IND**

Reference is made to the subject Investigational New Drug (IND) application for MK-3118 for the treatment of fungal infections, which was submitted on January 12, 2010 (Serial No. 0000). Reference is also made to the letter dated [xx-xx-2013] from Merck Sharp & Dohme Corp. with regard to IND 107,521 (Serial # YYYY, see attached).

This letter and the attached signed form FDA 1571 serve as confirmation of the acceptance by SCYNEXIS, Inc. of the transfer of ownership of the aforementioned IND from Merck Sharp & Dohme Corp, a subsidiary of Merck & Co, Inc. (Merck) to SCYNEXIS, Inc. The change in ownership becomes effective on 24-05-2013.

The contact information for SCYNEXIS, Inc. is:

Katyna Borroto-Esoda
Director, Clinical Affairs
SCYNEXIS, Inc.
3501C Tricenter Boulevard
Durham, NC 27713
Tel: 919-237-4431
Fax: 919-544-8697
Email: Katyna.Borroto-Esoda@scynexis.com

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Pursuant to the provisions in 21 CFR 312, Section 312.50, all rights and responsibilities associated with the subject Investigational New Drug application are hereby accepted by SCYNEXIS, Inc.

We consider the information included in this submission to be a confidential matter, and request that the Food and Drug Administration not make its content, public without first obtaining the written permission of Scynexis, Inc.

In my absence questions concerning the content of this submission should be directed to Yves Ribeill at yves.ribeill@scynexis.com or 919-544-8602.

Sincerely,

Katyna Borroto-Esoda
Director, Clinical Affairs
SCYNEXIS, Inc.

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SCHEDULE 2.5

Specific End Use Statement for Prototype Material

[To be printed on Scynexis company letterhead]

Port Director
United States Customs and Border Protection

Re: MK-3118, a semi-synthetic derivative of the natural product enfumafungin

Dear Customs Officer:

Please be advised that the material referenced above imported by Merck Sharp & Dohme Corp. is pharmaceutical active ingredient to be used exclusively by Scynexis, Inc. for pharmaceutical-related research, development, product evaluation, testing and quality control purposes. The merchandise is imported in normal non-commercial quantities in accordance with industry practice, and will not be sold after importation or incorporated into other products that are sold. For these reasons the merchandise is being entered under Heading 9817.85.01. Based on General Rules of Interpretation 3(c) the underlying classification of the material is 2935.00.7500.

Very truly yours,

Name
Title
Location
Phone

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SCHEDULE 4.4

FORM OF PRESS RELEASE

SCYNEXIS Gains Worldwide Rights to Novel Antifungal Compound

—First Oral Glucan Synthase Inhibitor Ready to Enter Phase II Trials—

Research Triangle Park, NC (DATE) – SCYNEXIS, Inc. announced today that Merck, known as MSD outside the United States and Canada, has decided to return to SCYNEXIS all development and commercialization rights for the novel antifungal compound, MK-3118, an oral glucan synthase inhibitor being developed for the treatment of systemic fungal diseases. This decision was made following a review and prioritization of Merck’s infectious disease portfolio.

In 2002, SCYNEXIS and Merck announced an exclusive license and research agreement focused on antifungal discovery and development of treatments for invasive fungal infections such as *Candida* and *Aspergillus*. MK-3118 is the first compound developed under the agreement to have completed Phase I studies and be ready to enter Phase IIb studies.

“We have enjoyed a successful collaboration with our Merck colleagues and will continue to advance the clinical development of MK-3118, now SCY-078, to help a growing and under-served patient population,” said Yves Ribeill, PhD, president and chief executive officer, SCYNEXIS. “The addition of this anti-fungal platform to our portfolio expands our pipeline and positions SCYNEXIS as a leading anti-infective company.”

“Working together, we have made good progress in advancing MK-3118 to this clinical stage,” said Roger Pomerantz, senior vice president and head, Worldwide Licensing and Knowledge Management, Merck. “Merck continues to advance its infectious disease pipeline and remains committed to delivering medicines in this important therapeutic area.”

Under the terms of the agreement, SCYNEXIS will receive all rights to MK-3118, including a transfer from Merck to SCYNEXIS of the pre-clinical, IND and Phase I data packages. The company plans to progress the clinical development while simultaneously evaluating new partnership opportunities. Merck will be eligible to receive milestones and royalties.

Data on this novel compound have been presented at the 49th and 50th Interscience Conference on Antimicrobial Agents and Chemotherapy (ICAAC) and published in multiple journals including the May 2012 issue of *Bioorganic & Medicinal Chemistry Letters* and the November 2012 issue of the *Journal of Antimicrobial Chemotherapy*.

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About SCY-078 (formerly MK-3118)

SCY-078/MK-3118 is the first oral glucan synthase inhibitor being developed for the treatment of systemic fungal diseases. SCY-078/MK-3118 is a semi-synthetic derivative of the natural product enfumafungin—a structurally distinct class of glucan synthase inhibitors. Glucan synthase inhibitors have been very effective in treating invasive fungal infections in a hospital setting, but are currently only available as an intravenous dosing option.

About SCYNEXIS

SCYNEXIS delivers innovative solutions to solve the toughest problems in drug discovery and development for our pharmaceutical, global health and life science partners. Our contract research and development services include Integrated Pharmaceutical Solutions, Discovery Research and Integrated Parasitology. We have successfully delivered preclinical and clinical drug candidates to our customers across all major therapeutic indications and have developed our own proprietary cyclophilin inhibitor programs for the treatment of a broad range of diseases, including HCV, HBV and inflammation. For more information, visit www.scynexis.com.

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SCHEDULE 6.2

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Dated 10 June 2005

(1) SCYNEXIS, Inc.

- and -

(2) C-CHEM AG

**Agreement for the Assignment of Patents and Know How
concerning Cyclosporin Derivatives**

THIS AGREEMENT is made the 10th day of June 2005

BETWEEN:-

- (1) **SCYNEXIS, Inc.**, a corporation incorporated under the laws of Delaware having its principal place of business at 3501C Tricenter Boulevard, Durham, North Carolina, 27713, United States of America (“Scynexis”); and
- (2) **C-CHEM AG**, a company incorporated under the laws of Switzerland having its principal place of business at Bundesplatz 12, CH-6300 Zug, Switzerland (“C-CHEM”).

BACKGROUND:-

- (A) C-CHEM has developed or acquired inventions and know-how concerning cyclosporine derivatives, and owns certain patents relating to such inventions.
- (B) C-CHEM and Scynexis entered into an Option Agreement dated 17 February 2004 under which C-CHEM granted Scynexis an option to obtain an assignment of the entire right, title and interest in such inventions, know-how and patents (the “Option Agreement”).
- (C) Pursuant to the Option Agreement, C-CHEM is willing to assign and Scynexis wishes to receive such assignment of C-CHEM’s inventions, know-how, and patents concerning cyclosporin derivatives in accordance with and subject to the provisions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:-

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:-

- 1.1. “Affiliate” means any company or other legal entity which, now or hereafter, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party to this Agreement. In the case of legal entities having stock and/or shares, ownership or control shall exist through the direct or indirect ownership and/or control of more than fifty percent of the voting stock or shares. In the case of any other legal entity, ownership and/or control shall exist through the ability to directly or indirectly control the management and/or business of the legal entity;

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- 1.2. “Ancillary Rights” any copyrights, design rights, database rights and/or similar rights that subsist in the Documentation;
- 1.3. “Assignment” the patent assignment to be executed by C-CHEM and Scynexis on the Commencement Date;
- 1.4. “Commencement Date” the date of this Agreement as written at the start of this Agreement;
- 1.5. “Compound” means a Compound [*] or a Compound [*];
- 1.6. “Compound [*]” any compound, whose manufacture, sale or use falls within the scope of a Valid Claim of [*]. Included are any and all compounds [*];
- 1.7. “Compound [*]” any compound, whose manufacture, sale or use falls within the scope of a Valid Claim of [*]. Included are any and all compounds, [*];
- 1.8. “Documentation” the documents and files (whether in paper, electronic or other form) (1) in the possession or control of C-CHEM containing the Know How and/or (2) contained in the prosecution files for the Patents and any original title documents relating to the Patents including the original patent office filing receipts, original renewal certificates;
- 1.9. “Holding Party” the party that under the provisions of Clauses 14.1 and 14.2, does not own the Confidential Material concerned;
- 1.10. “Information” data, results, know-how, show-how, software, algorithms, inventions, designs, trade secrets, plans, forecasts, analyses, evaluations, research, technical information, concepts, techniques, processes, business information, financial information, business plans, strategies, customer lists, marketing plans, or other information whether oral, in writing, in electronic form or in any other form;
- 1.11. “Inventions” the inventions described in the Patents:
- 1.12. “Inventors” [*];
- 1.13. “Know How” the Information in the possession of and/or controlled by C-CHEM that was disclosed to Scynexis as part of Scynexis’ due diligence process in the year 2004, which Information is described in Schedule 2.
- 1.14. “Licensee” any third party to whom Scynexis has granted a licence

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- under the Patents;
- 1.15. "Net Sales Value" the gross amount invoiced by or on behalf of Scynexis and any sublicensee for Product sold to third parties other than Licensees, less the following deductions, determined in accordance with Scynexis' standard accounting methods:
- (i) trade and quantity discounts;
 - (ii) amounts repaid or credited by reasons of defects, rejection recalls, returns, shortages, rebates and allowances of goods or because of retroactive price reductions;
 - (iii) chargebacks and other amounts paid on sale or dispensing of such Product, including sales commissions paid to distributors and/or selling agents;
 - (iv) amounts payable resulting from governmental (or agency thereof) mandated rebate programmes;
 - (v) third-party cash rebates and chargebacks related to sales of the finished Product;
 - (vi) tariffs, duties, excise, sales, value-added and other taxes;
 - (vii) retroactive price reductions allowed or granted;
 - (viii) cash discounts for timely payment;
 - (ix) delayed ship order credits;
 - (x) discounts pursuant to indigent patient programs and patient discount programs, including, without limitation, "Together Rx" and coupon discounts;
 - (xi) freight, postage and insurance charges;
 - (xii) any other amounts included in the Product's gross invoice that should be credited for reasons substantially equivalent to those listed above;
- 1.16. "Owning Party" the party that owns the Confidential Material concerned as specified in Clauses 14.1 and 14.2;

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- 1.17. "Patents" means:
- (a) the patents and patent applications listed in Schedule 1 as LÜCH-1 and E11-1,
 - (b) any and all foreign counterparts, and any patents and patent applications anywhere in the world claiming, or entitled to claim, priority from any of the patents and patent applications listed in Schedule 1, and any patents issued or issuing on any of such applications,
 - (c) any provisional and non-provisional applications anywhere in the world, including certificates of invention and applications for certificates of invention, claiming Inventions and any patents issued or issuing on any such applications,
 - (d) any continuations, divisions, continuations-in-part, re-examinations, renewals, supplementary protection certificates, patents of addition, utility models of any of the foregoing and any patents issued or issuing thereon, and
 - (e) any reissues and extensions of any of the foregoing;
- 1.18. "Personnel" means in respect of a party, its officers, employees, consultants, agents, representatives, contractors and advisors;
- 1.19. "Products" means any product containing a Compound;
- 1.20. "Quarter" the quarterly periods ending 31 March, 30 June, 30 September and 31 December; and
- 1.21. "Valid Claim" any claim contained in a subsisting granted Patent that has not been held invalid or unenforceable by a final decision of a court or other government agency of competent jurisdiction that is unappealable or has not been appealed within the time allowed for appeal and which has not been admitted to be invalid or unenforceable through reissue disclaimer or otherwise.

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2. Patents

- 2.1. On the Commencement Date, C-CHEM shall assign to Scynexis all right, title and interest in the Patents by executing an assignment of the Patents in the form set out in Schedule 3.
- 2.2. C-CHEM shall at the request of Scynexis promptly do all acts and execute all documents as may be necessary or desirable to vest in Scynexis all right, title and interest in the Patents and to record Scynexis as the proprietor of the Patents in any country.
- 2.3. C-CHEM shall at the request of Scynexis agree in good faith a fair, reasonable and appropriate apportionment of the consideration payable under this Agreement in respect of the assignment of each Patent.
- 2.4. C-CHEM will perform the assignment of the Patents, i.e. communicate with the corresponding patent attorneys and patent offices, collect the necessary documents and signatures and bear all arising internal costs, and Scynexis will bear all external costs, i.e. fees from external patent attorneys and patent offices.
- 2.5. C-CHEM shall not and shall procure that its Affiliates and Personnel shall not, challenge, oppose or otherwise dispute (or directly or indirectly assist any third party to challenge, oppose or otherwise dispute) the ownership, validity and/or scope of any of the Patents.

3. Know How and Documentation

- 3.1. With effect from the Commencement Date, C-CHEM assigns to Scynexis all right, title and interest in the Know How. Scynexis and its Personnel shall have the full unfettered and exclusive worldwide right to disclose and use the Know How for any purpose whatsoever.
- 3.2. Within 15 days of the Commencement Date, C-CHEM shall transfer and deliver to Scynexis in good order the Documentation.
- 3.3. With effect from the Commencement Date, all right, title and interest in the Documentation and the Ancillary Rights shall vest in Scynexis. C-CHEM shall at the request of Scynexis promptly do all acts and execute all documents as may be necessary or desirable to vest in Scynexis all right, title and interest in the Documentation and the Ancillary Rights.

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4. Non-Exclusive Licence Grant

In the event the development, making, having made, use, or sale of Products by Scynexis, its Affiliates or Licensees would infringe any other intellectual property which C-CHEM owns at the Commencement Date or has the rights to license (other than the Patents, Know How, Documentation and Ancillary Rights), C-CHEM hereby grants to Scynexis, a non-exclusive, world-wide, royalty-free, sub-licensable license under such other intellectual property solely for Scynexis, and its Affiliates and Licensees to develop, make, have made, use and sell Products.

5. Technology Transfer

- 5.1. C-CHEM shall respond promptly to reasonable enquiries made by Scynexis in respect of the Patents and the Know How provided that C-CHEM shall not be required to carry out any further research or experiment, in order to respond to any such enquiry.
- 5.2. C-CHEM shall procure that Personnel of C-CHEM and/or its Affiliates who have knowledge of the Patents and the Know How are available for telephone discussions, and meetings with Scynexis at the C-CHEM facilities, and facilitate to its best efforts meetings with the Inventors and with C-CHEM's patent counsel, as and when reasonably required by Scynexis.
- 5.3. C-CHEM shall as and when reasonably requested by Scynexis, provide copies of any documents or files in the possession or control of C-CHEM or its Affiliates that may reasonably assist Scynexis with its understanding of the Patents and the Know How provided that C-CHEM shall not be required to provide copies of any documents or files in breach of a duty of confidence owed to a third party.

6. Payments

- 6.1. In consideration of the assignment and transfer of the Patents, the Know How, the Documentation and the Ancillary Rights and subject to the provisions of this Clause 6, Scynexis shall pay to C-CHEM the following amounts, such amounts to be non refundable and non creditable against any subsequent payments due under this Agreement;
 - 6.1.1. the sum of [*] United States dollars (US [*]) within [*] after the Commencement Date; and
 - 6.1.2. the following milestone payments which shall be paid within [*] after the date that the milestone is obtained:

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	<u>Milestone</u>	<u>Milestone Payment</u>
1.	[*]	[*] United States dollars (US \$[*]).
2.	[*]	[*] United States dollars (US \$[*]).
3.	[*]	[*] United States dollars (US \$[*]).

and

- 6.1.3. a royalty of [*] of the Net Sales Value of all Products as defined in 1.19 sold by Scynexis or any Affiliate of Scynexis that fall within the scope of one or more Valid Claims in the country in which the sale took place; and
- 6.1.4. a royalty of [*] of the Net Sales Value of all Products as defined in 1.19 sold by a Licensee that fall within the scope of one or more Valid Claims in the country in which the sale took place.
- 6.2. In no circumstances shall Scynexis be required to pay C-CHEM a royalty in respect of a Product under both Clauses 6.1.3 and 6.1.4.
- 6.3. If a compulsory license is granted to a third party with respect to a Product in any country with a royalty rate lower than the royalty rate provided in Clause 6.1.4 then:
 - 6.3.1 the royalty rate to be paid to C-CHEM in respect of sales [*] in that country shall be [*]; and
 - 6.3.2 the royalty rate in respect of sales of Products [*] in such country shall be [*].
- 6.4. If laws, rules or regulations require withholding of taxes imposed upon the payments set forth in this Agreement, [*] such withholding payments from the payments due to C-CHEM set forth in this Clause 6. C-CHEM shall execute any documentation reasonably necessary to allow Scynexis to reduce or eliminate any such withholding taxes.
- 6.5. No royalties shall be payable under the Agreement on the sale or transfer among Scynexis, its Affiliates or Licensees, but in such cases the royalty shall be due and calculated upon Scynexis' or its Affiliate's or Licensee's Net Sales Value to the first independent third party.
- 6.6. No royalties shall be payable under this Agreement on the disposition of Products by Scynexis, its Affiliates and Licensees as samples (promotional or otherwise) or as donations (for example, to non-profit institutions or government agencies for a non-commercial purpose).

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- 6.7. The royalties described in Clauses 6.1.3. and 6.1.4. shall be reduced if and to the extent Scynexis can demonstrate to C-CHEM that Scynexis or its Affiliates or Licensees or distributors have not been able to actually collect royalties despite having undertaken commercially reasonable enforcement activities.
- 6.8. In the event the Product is sold in a finished dosage form containing the Product in combination with one or more other active ingredients (a "Combination Product"), the Net Sales Value of the Product, for the purposes of determining royalty payments, shall be determined by multiplying the Net Sales Value (as defined above) of the Combination Product by the fraction, $A/(A+B)$ where A is [*] in the particular country of the Product when sold separately in finished form and B is the [*] in that country of the other product(s) sold separately in finished form. In the event that such average sale price cannot be determined for both the Product and the other product(s) in combination, the Net Sales Value for purposes of determining royalty payments shall be agreed by the parties based on the relative value contributed by each component.

7. Payment Terms

- 7.1. Starting from when the first Product is put on the market for commercial sale in a country covered by a Patent then in force, within [*] of the end of each subsequent Quarter, Scynexis shall;
- 7.1.1. provide C-CHEM with a royalty statement for that Quarter setting out the royalties payable in respect of sales of Products made during that Quarter under Clause 6; and
- 7.1.2. pay the sums due to C-CHEM as set forth in such royalty statement.
- 7.2. All sums payable under this Agreement shall be paid in US Dollars by direct transfer to C-CHEM's bank account, details of which C-CHEM shall notify to Scynexis as and when necessary.
- 7.3. If Products are sold or supplied by Scynexis, its Affiliates and/or Licensees in a currency other than US Dollars, the royalties payable in respect of such sales under this Agreement shall be first determined in the currency of invoice and then converted into US Dollars at the average daily open market currency rate as quoted in the Wall Street Journal for the Quarter in which such sales took place.
- 7.4. If Scynexis fails to pay any sum due under this Agreement in full by the due date for payment then C-CHEM may, without prejudice to any other right or remedy available to C-CHEM, charge interest on any outstanding amount on a daily basis at a rate equivalent to the London Inter-Bank Offer Rate (6 months) [*].

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8. Records and Audits

- 8.1. Scynexis shall keep at its normal place of business records and books of account showing the quantity, description and value of all Products sold by Scynexis and its Affiliates in each country for a period of [*] after the sale took place.
- 8.2. Scynexis shall make its records and books of account available for inspection during normal business hours by an independent professional accountant appointed by C-CHEM for the purpose of verifying the accuracy of any royalty-statement provided by Scynexis to C-CHEM pursuant to Clause 7.1 in the previous [*] provided that the accountant enters into a binding confidentiality agreement with Scynexis in the form reasonably requested by Scynexis.
- 8.3. C-CHEM shall be entitled to have inspections carried out pursuant to Clause 8.2 [*] on giving Scynexis [*] written notice prior to each inspection.
- 8.4. C-CHEM shall bear the cost of carrying out the inspections referred to in Clause 8.3 unless there is a shortfall of more than [*] in any royalty statement provided by Scynexis, in which case Scynexis shall promptly pay to C-CHEM the accountants' reasonable fees for making the relevant inspection.

9. Representations and Warranties

- 9.1. Each party represents and warrants to the other that it has the legal right and power to enter into this Agreement and to fully perform its obligations hereunder.
- 9.2. C-CHEM represents and warrants to Scynexis that as of the Commencement Date:
 - 9.2.1. the Patents set out in Schedule 1 exist and, to the best of C-CHEM's knowledge, are not invalid or unenforceable in whole or in part;
 - 9.2.2. to the best of C-CHEM's knowledge, the Inventors have not assigned the Inventions or any rights relating thereto, to any employer, former employer or other entity, and have not entered into any obligation to assign the Inventions or any rights relating thereto, to any employer, former employer or other entity;
 - 9.2.3. C-CHEM has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest in the Patents, Inventions or the Know How, and C-CHEM has not granted any license, waiver, non-assertion undertakings, options or other rights relating to the Patents, the Inventions or the Know How nor is it under any obligation to do so;
 - 9.2.4. C-CHEM is the sole and exclusive owner of the Patents, the Inventions and the Know How, all of which are free and clear of any liens, charges and encumbrances, and no other person, corporation or other private entity or governmental entity or subdivision thereof has, or to the best of C-CHEM's

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- knowledge, will have any claim of ownership or any rights with respect to the Patents and the Know How;
- 9.2.5. to the best of C-CHEM's knowledge, the practice of the Inventions disclosed in the Patents and Know How does not interfere with or infringe any intellectual property rights owned or possessed by any third party [*];
- 9.2.6. there are no notices of infringement against C-CHEM, or claims, judgments or settlements against or owned by C-CHEM, or pending or threatened claims or litigation, relating to the Patents, Inventions or Know How;
- 9.2.7. to the best of C-CHEM's knowledge, there are presently no third parties which are infringing the Patents;
- 9.2.8. Schedule 1 lists all of the Patents in existence at the Commencement Date;
- 9.2.9. all payments due in respect of the prosecution, maintenance and renewal of the Patents have been paid in full;
- 9.2.10. C-CHEM does not have in its possession or control any compounds relating to Invention;
- 9.2.11. C-CHEM has disclosed to Scynexis all reasonably relevant information concerning the Patents and Know How;
- 9.2.12. C-CHEM does not own, or have a license or right to use, any intellectual property relating to cyclosporin or cyclosporin derivatives, other than the Patents and Know-How;
- 9.2.13. attached hereto as Schedule 4 is a true, valid and complete copy of a resolution of the Board of Directors of C-CHEM, signed by Dr. Daniel Zimmermann, the sole Director of C-CHEM, approving this Agreement and the transaction described herein;
- 9.2.14. attached hereto as Schedule 5 is a true, valid and complete copy of a Shareholder resolution of C-CHEM, signed by Dr. Daniel Zimmermann, the sole shareholder of C-CHEM, approving this Agreement and the transaction described herein;
- 9.2.15. attached hereto as Schedule 6 is a true and complete copy of an extract of the Companies' Register (Handelsregister) of C-CHEM setting forth the company details of C-CHEM;
- 9.2.16. the [*] in accordance with its terms [*] described therein, and that [*] does not now have, and will not have in the future, any assignment, license, waiver, non-assertion, option or other right relating to the Patents, the Inventions or the Know How;

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- 9.2.17. the [*], had the sole purpose to discuss possible collaborative strategies. No confidential information, documents or samples were [*]; and
- 9.2.18. C-CHEM has not granted, pursuant to the [*], or any other agreement, commitment or undertaking; any assignment, license, waiver, non-assertion, option or other right relating to the Patents, the Inventions or the Know How to bioLeads, nor is it under any obligation to do so in the future.
- 9.3. In respect of Clause 9.2 above, Scynexis confirms that [*].
- 9.4. The parties acknowledge that C-CHEM will be responsible for paying to the Inventors and any other third parties any compensation that the Inventors or such third parties shall be owed in connection with making, conceiving, or developing the Inventions, Patents, and Know-How and that Scynexis shall not have any responsibility therefor. Should the Inventors or any third party claim they are entitled to such compensation, Scynexis shall be entitled to pay over any compensation due to C-CHEM pursuant to Clause 6 hereof into an escrow account maintained at a reputable bank or law firm, pending resolution of such claims.

10. Limitation of Liability and Indemnity

- 10.1. Scynexis shall assume all risks associated with the research, development, manufacture, use and supply of the Compounds and/or Products by Scynexis and its Affiliates and Licensees and shall be responsible for all third party claims relating to such Compounds and/or Products including, but not limited to claims based on product liability laws. Scynexis shall fully indemnify, and at all times keep C-CHEM, its Affiliates and their Personnel fully indemnified, against any and all liability, damages, claims, proceedings and/or expenses (including legal expenses and expert's fees) arising out of or in connection with:-
- 10.1.1. any research, development, manufacture, use, distribution or supply of the Compounds and/or the Products by Scynexis or its Affiliates or Licensees; and/or
- 10.1.2. any possession or use by a third party of the Compounds and/or the Products manufactured and/or supplied by or on behalf of Scynexis, or its Affiliates or Licensees; and/or
- 10.1.3. a breach of any of the warranties and representations given by Scynexis, pursuant to Clause 9.1.
- 10.2. C-CHEM shall fully indemnify and at all times keep Scynexis, its Affiliates and their Personnel fully indemnified, against any and all liability, damages, claims, proceedings, expenses (including legal expenses and expert's fees) arising out of or in connection:
- 10.2.1. with a breach of any of the warranties and representations given by C-CHEM pursuant to Clauses 9.1 and 9.2 and/or

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- 10.2.2. with any claims of the Inventors or any other third parties for any compensation that the Inventors or such third parties claim they are owed in connection with making, conceiving, or developing the Inventions, Patents, and Know-How.

However, in no event shall [*] arising out of or in connection with this Agreement [*].

10.3. Where in this Agreement a party (the “Party Giving the Indemnity”) gives an indemnity to the other party (the “Party Receiving the Indemnity”), such indemnity shall be subject to the following conditions:-

- 10.3.1. the Party Receiving the Indemnity shall notify the Party Giving the Indemnity of any claim or action covered by the relevant indemnity (a “Claim”) within [*] of becoming aware of the Claim;
- 10.3.2. the Claim does not arise as a consequence of any breach of this Agreement by the Party Receiving the Indemnity and/or from any negligence or misconduct by the Party Receiving the Indemnity;
- 10.3.3. the Party Giving the Indemnity is given sole conduct of the defence and settlement of any Claim;
- 10.3.4. the Party Receiving the Indemnity does not at any time prejudice the defence of the Claim; and
- 10.3.5. the Party Receiving the Indemnity provides the Party Giving the Indemnity (at the cost of the Party Giving the Indemnity) with such assistance, documents, authority and information as the Party Giving the Indemnity may reasonably require in relation to the Claim and the defence or settlement of the Claim.
- 10.4. Neither party shall be liable for any punitive, special, consequential or indirect loss or damage arising out of this Agreement or any breach of it.
- 10.5. In addition to the indemnification remedy described above, in the event that Scynexis is determined by a court, government agency, arbitrator or other body to be liable for any payments to the Inventors or any third party for compensation in connection with the Inventions, Patents, and Know-How, Scynexis will be entitled to withhold a corresponding amount from any pending or future payments due to C-CHEM by Scynexis pursuant to Clause 6 hereof.

11. Infringements

- 11.1. C-CHEM shall promptly notify Scynexis with such details as it has in its possession of any infringements of the Patents as and when it becomes aware of such infringement.

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

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- 11.2. C-CHEM shall provide Scynexis with such assistance as Scynexis may reasonably request in connection with any proceedings against infringers of the Patents. Scynexis shall reimburse all C-CHEM's reasonable out-of-pocket expenses of providing such assistance, supported by the appropriate proof of payment.

12. Maintenance of the Patents

- 12.1. Subject to this Clause 12, Scynexis shall maintain the Patents in force until the end of their lifetime.
- 12.2. If Scynexis does not wish to continue to pay the renewal fees or other fees in respect of a Patent, then Scynexis shall promptly notify C-CHEM of this intention at least [*] before the corresponding action must be taken.
- 12.3. If C-CHEM notifies Scynexis that it wishes to acquire the Patent notified to C-CHEM pursuant to Clause 12.2 then Scynexis shall promptly assign to C-CHEM all of Scynexis' right, title and interest in the Patent and C-CHEM shall grant to Scynexis a non-exclusive licence (together with the right to grant sub-licences) under the Patent to research, develop, manufacture, import, market, use, sell and supply products and to perform any other act that would infringe the Patent were it not for this licence. This license shall be [*].
- 12.4. C-CHEM shall provide Scynexis with such assistance as Scynexis may reasonably request in connection with any proceedings where the validity of the Patents is at issue. Scynexis shall reimburse all of C-CHEM's reasonable out-of-pocket expenses of providing such assistance, supported by the appropriate proof of payment.

13. Exploitation

Scynexis shall undertake reasonable commercial efforts to develop and commercialise a Product having regard to the size and profitability of the potential market for the Product, the risks associated with the development of the Product and any adverse factors that may become apparent during the development of the Product.

14. Confidential Material

- 14.1. In this Agreement, "Confidential Material" owned by Scynexis shall, subject to Clause 14.3, mean the Know How and all Information disclosed by Scynexis or any of its Affiliates to C-CHEM or any of its Affiliates on or after the Commencement Date.
- 14.2. In this Agreement, "Confidential Material" owned by C-CHEM shall, subject to Clause 14.3, mean all Information disclosed by C-CHEM or any of its Affiliates to Scynexis or any of its Affiliates on or after the Commencement Date excluding the Know How.
- 14.3. In this Agreement, "Confidential Material" shall not include any information or materials which the Holding Party can prove:-

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- 14.3.1. is or becomes public knowledge through no improper conduct on the part of the Holding Party, its Affiliates and/or their respective Personnel;
 - 14.3.2. is already lawfully possessed by the Holding Party and/or its Affiliates without any obligations of confidentiality or restrictions on use prior to the Holding Party first receiving it from the Owing Party provided that this exception shall not apply in the case of the Know How and/or
 - 14.3.3. is obtained subsequently by the Holding Party and/or its Affiliates from a third party without any obligations of confidentiality and such third party is in lawful possession of such information or materials and not in violation of any contractual or legal obligation to maintain the confidentiality of such information or materials.
- 14.4. The Holding Party shall treat all Confidential Material owned by the other party as secret and confidential and shall not use, copy or disclose to any third party any Confidential Material owned by the other party except that:-
- 14.4.1. Scynexis may use and disclose Confidential Material owned by C-CHEM and/or its Affiliates as reasonably necessary to exploit the Patents and the Know How;
 - 14.4.2. C-CHEM may use and disclose Confidential Material owned by Scynexis as reasonably necessary to enforce its rights under this Agreement provided that C-CHEM shall not disclose information concerning development and/or sales of the Products without the prior written consent of Scynexis.
 - 14.4.3. the Holding Party may disclose Confidential Material owned by the other party to those of its officers and employees and Affiliates to whom such disclosure is reasonably necessary (and only disclose that part of the Confidential Material owned by the other party whose disclosure is reasonably necessary) provided that the Holding Party shall remain responsible for procuring that its officers and employees do not further disclose and/or use the Confidential Material owned by the other party for any other purpose; and/or
 - 14.4.4. after giving written notice to the Owing Party, the Holding Party may disclose any part of the Confidential Material owned by the other party solely to the extent that it is legally required to do so pursuant to an order of a court of competent jurisdiction or governmental authority provided that the Holding Party shall use its best endeavours to limit such disclosure and to provide the Owing Party with an opportunity to make representations to the relevant court or governmental authority.
- 14.5. All documents, materials and other items (including items in electronic form), and any intellectual property rights therein, provided by the Owing Party to the Holding Party

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containing Confidential Material shall remain the absolute property of the Owning Party.

- 14.6. The Holding Party shall at all times maintain documents, materials and other items (including items in electronic form) containing Confidential Material owned by the other party and any copies thereof, in a secure fashion by taking reasonable measures to protect them from theft and unauthorised copying, disclosure and without prejudice to the foregoing shall exercise at least the same degree of care to prevent unauthorised disclosure and/or use of the Confidential Material owned by the other party as the Holding Party exercises in respect of its own confidential material of like importance.
- 14.7. The Holding Party shall notify the Owning Party immediately if the Holding Party becomes aware of any unauthorised use or disclosure of, or any unauthorised access to or of any theft or loss of any copies of any Confidential Material owned by the other party.
- 14.8. The provisions of this Clause 14 shall continue for [*] and shall, for the avoidance of doubt, survive termination or expiry of this Agreement.

15. Expiry and Termination

- 15.1. Unless terminated earlier in accordance with the provisions of Clause 15.2 or 15.3 or 15.4, this Agreement shall expire when no Valid Claims remain.
- 15.2. C-CHEM may terminate this Agreement forthwith by giving Scynexis immediate written notice of termination if an entry of a decree or order by a court of competent jurisdiction is made:-
 - 15.2.1. appointing a custodian, receiver, liquidator, assignee or trustee of Scynexis; or
 - 15.2.2. ordering the winding up or liquidation of the affairs of Scynexis.
- 15.3. The Agreement can be terminated by Scynexis alone in its sole discretion, at any time, by [*] written notice to C-CHEM.
- 15.4. In the event of any breach of any term or condition of this Agreement by either party, the non-breaching party shall give [*] written notice to the breaching party to correct such breach and the damages arisen therefrom, along with a written explanation regarding the breach and such damages and how they should be corrected. In the event the breach and the damages arisen are not corrected within the [*] period, the non-breaching party shall have the right to immediately terminate this Agreement by written notice of termination.

16. Consequences Of Expiry Or Termination

- 16.1. On expiry of this Agreement, Scynexis shall have a fully paid-up, royalty free, world-wide, exclusive licence, and the right to grant sub-licences, under the Know-How and Ancillary Rights to research, develop, manufacture, import, market, use, sell, and

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supply products and to perform any other act that would infringe the Know Flow and/or Ancillary Rights were it not for this licence.

16.2. On expiry or termination of this Agreement for any reason:-

16.2.1. Scynexis shall within [*] of the date of termination or expiry pay to C-CHEM all sums due to it under this Agreement in respect of the period up to and including the date of termination including any royalties payable on Products sold prior to or on the date of termination;

16.2.2. any rights or remedies of each of the parties arising from any breach of this Agreement shall continue to be enforceable;

16.2.3. the following provisions shall continue in full force and effect: Clause 1 (Definitions), Clause 4 (Non-Exclusive License Grant), Clause 6 (Payment) in respect of Royalties payable pursuant to Clause 16.2.1, Clause 14 (Confidential Material), Clause 16 (Consequences of Expiry or Termination) and Clause 17 (General).

16.3. On termination of this Agreement by C-CHEM pursuant to Clause 15.2 or 15.4, or by Scynexis pursuant to Clause 15.3, Scynexis shall promptly reassign the Patents, the Know How and the Ancillary Rights, and immediately return the Documentation to C-CHEM and:

16.3.1. Scynexis shall, and shall procure that its Affiliates shall, forthwith cease all activities which would require a licence under the Patents save that Scynexis and its Affiliates shall be entitled to sell and dispose of any stock of Products or Compounds in existence on or prior to the date of termination of the Agreement; and

16.3.2. in the event that Scynexis has sublicensed the Patents to one or more Licensee(s), C-CHEM shall grant to each Licensee a licence on terms equivalent to the licence agreement between such Licensee and Scynexis, provided however that the terms of the license between such Licensee and C-CHEM are not less favourable to C-CHEM than the licence terms contained in the present Agreement.

17. General

Interpretation

17.1. In this Agreement:-

17.1.1. “including” means including without limitation; “include” and “includes” shall be construed accordingly.

17.1.2. the headings are for convenience only and shall not affect the interpretation of this Agreement.

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Notices

- 17.2. Any notice or other communication given under this Agreement shall be in writing in English and shall be:-
- 17.2.1. delivered by hand or by courier ; or
 - 17.2.2. sent by pre-paid airmail; or
 - 17.2.3. sent by fax (confirmed by pre-paid airmail placed in the post on or on the day after the date of transmission);
- to the address or the fax number set out below or to such other address or fax number as may from time to time be notified to the other party in writing.

SCYNEXIS, Inc.

Attn: General Counsel
3501-C TriCenter Boulevard
Durham NC 27713
United States of America
Fax: 1 919 544 8697

C-CHEM AG

Attn: Dr. Daniel Zimmermann
Bundesplatz 12
CH-6300 Zug
Switzerland
Fax: 41 61 426 95 21

- 17.3. Any notice given under Clause 17.2 shall be deemed to have been received:-
- 17.3.1. on the date of delivery if delivered by hand or by courier prior to 5:00 pm on a business day, otherwise on the next business day following the date of delivery;
 - 17.3.2. on the fourth business day from and including the day of posting in the case of pre-paid airmail; or
 - 17.3.3. on the next business day following the day of transmission in the case of facsimile (confirmed by pre-paid first class post/airmail as provided above).
- 17.4. In Clause 17.3 business day shall mean a day that is not Saturday, Sunday and/or a public holiday in the country to which the notice is sent.

Severability

- 17.5. If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable then the remaining provisions of this Agreement shall continue in full force and effect. The judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases as necessary to render, such provision enforceable.

Waiver

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- 17.6. Failure or delay by either party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion.

Entire Agreement

- 17.7. This Agreement and the Assignment constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersede all prior oral or written agreements, representations, understandings or arrangements between the parties relating to the subject matter of this Agreement, including the Option Agreement.

- 17.8. No provision of this Agreement shall operate to:-

- 17.8.1. exclude any provision implied into this Agreement by law and which may not be excluded by law; or
- 17.8.2. limit or exclude any liability, right or remedy to a greater extent than is permissible under law including in relation to (1) death or personal injury caused by the negligence of a party to this Agreement or (2) fraudulent misrepresentation or deceit.

- 17.9. No change shall be made to this Agreement except in writing in the English language signed by the duly authorised representatives or directors of both parties.

Relationship of the Parties

- 17.10. Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the parties.
- 17.11. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.

Assignment

- 17.12. Neither party shall assign, delegate or transfer this Agreement, or assign, delegate, transfer, sub-contract or charge, any of its rights or obligations under hereunder, other than to an Affiliate or successor, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Scynexis may assign, delegate, transfer, sub-contract or charge this Agreement, or any of its rights or obligations relating thereto, in connection with the sale of all or substantially all of the assets to which this Agreement relates.

Publicity

- 17.13. C-CHEM shall not and shall procure that its respective Personnel and Affiliates shall not, make any announcement, or comment upon, or originate any publicity, or

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otherwise provide any information to any third party (other than its legal advisors and auditors) concerning this Agreement including the existence of this Agreement, the terms of this Agreement, the performance of this Agreement and/or any dispute or disagreement relating to this Agreement, without the prior written consent of the Scynexis.

Force Majeure

17.14. If the performance by a party of its obligations under this Agreement is prevented, restricted, delayed or interfered with by any circumstances beyond the reasonable control of that party, its licensees, contractors and subcontractors, then that party shall, upon giving prompt notice to the other party specifying the circumstances and obligations concerned, be excused from such performance to the extent of such prevention, restriction, delay or interference.

Law and Jurisdiction

17.15. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina (excluding its choice of law rules) and the parties irrevocably accept the exclusive jurisdiction of the federal and state courts of the state of North Carolina in respect thereof.

AGREED by the parties through their duly authorised representatives on the date written at the top of the first page of this Agreement:-

For and on behalf of **C-CHEM AG**

For and on behalf of **SCYNEXIS, Inc.**

Signed: /s/ Daniel Zimmermann

Signed: /s/ Brian Schwab

Full Name: Daniel Zimmermann

Full Name: Brian Schwab

Title: Sole Board Member

Title: Chief Licensing Officer and General Counsel

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Schedule 1

The Patents

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Schedule 1

The Patents

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Schedule 2

The Know How

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Schedule 3

Assignment of the Patents

Dated 10 June 2005

(1) C-CHEM AG

- and -

(2) SCYNEXIS, Inc.

Patent Assignment

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THIS ASSIGNMENT is made the 10th day of June 2005

BETWEEN:-

- (1) **SCYNEXIS, Inc.** a corporation incorporated under the laws of Delaware having its principal place of business at 3501C Tricenter Boulevard, Durham, North Carolina, 27713, United States of America (“Scynexis”); and
- (2) **C-CHEM AG** a company incorporated under the laws of Switzerland having its principal place of business at Bundesplatz 12, CH-6300 Zug, Switzerland (“C-CHEM”).

BACKGROUND:-

- (A) C-CHEM is the owner of the Patents set out in the Appendix (the “Patents”).
- (B) C-CHEM is willing to assign the Patents to Scynexis, and Scynexis wishes to receive the-assignment of the Patents, in accordance with the provisions of this Assignment.

THE PARTIES AGREE AS FOLLOWS:-

Assignment

1. C-CHEM hereby assigns to Scynexis irrevocably and absolutely with full title guarantee all right, title and interest in the Patents, including but not limited to:-
 - 1.1 the right in relation to infringements of the Patents and any patents resulting from the Patents, to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise, including, without limitation, the right to recover damages for past infringements;
 - 1.2 the right to apply for and the right to be granted patent, or other protection anywhere in the world in respect of the inventions disclosed in the Patents;
 - 1.3 all rights to claim priority anywhere in the world on the basis of the Patents; and
the right to apply for extensions, renewals and Supplementary Protection Certificates in respect of the Patents and any patents resulting from the Patents.

Further Assurances

2. C-CHEM shall free of charge, as and when requested by Scynexis, do all acts and execute all documents as may be reasonably necessary or desirable to give full effect to the provisions of this Assignment.

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Law

3. This Assignment shall be governed by the law of the State of North Carolina.

AGREED by the parties through their duly authorised representatives on the date written at the top of the first page of this Agreement:-

For and on behalf of **C-CHEM AG**

For and on behalf of **SCYNEXIS, Inc.**

Signed: /s/ Daniel Zimmermann

Signed: /s/ Brian Schwab

Full Name: Daniel Zimmermann

Full Name: Brian Schwab

Title: Sole Board Member

Title: Chief Licensing Officer and General Counsel

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

Appendix

The Patents

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Schedule 4

C-CHEM AG Board of Directors Resolution

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**Beschluss des Verwaltungsrats
der
C-Chem AG**
Bundesplatz 12, 6300 Zug

**Resolution of Board of Directors
of
C-Chem AG**
Bundesplatz 12, 6300 Zug

I. Traktanden:

Verkauf und Uebertragung aller Patente der C-Chem AG (der „Verkauf“) gemaess dem Entwurf des “Agreement for the Assignment of Patents and Know How concerning Cyclosporin Derivatives” zwischen C-Chem AG and Scynexis, Inc. P.O. Box 12878, Research Triangle Park, NC 27709-2878, USA, (der „Kaufvertrag“)

Dem Verwaltungsrat liegt der Entwurf des Kaufvertrages vor.

Die ausserordentliche Generalversammlung der C-Chem AG vom 26. Mai 2005 hat den Kaufvertrag genehmigt und den Verwaltungsrat mit der Durchfuehrung des Verkaufs beauftragt.

Beantragt ist ein Beschluss des Verwaltungsrates der C-Chem AG, wonach der Verkauf und der Kaufvertrag zu genehmigen ist und Dr. Daniel Zimmermann mit der Durchfuehrung des Verkaufs und der Unterzeichnung des Kaufvertrags betraut wird.

II. Beschluss

Der Verwaltungsrat genehmigt den Verkauf und den Kaufvertrag und ermächtigt Dr. Daniel Zimmermann mit der Durchfuehrung des Verkaufs und der Unterzeichnung des Kaufvertrags der massgeblich dem beiliegenden Entwurf entspricht.

26. Mai 2005

/s/ D. Zimmermann

Dr. Daniel Zimmermann
Einziges Mitglied des Verwaltungsrates
(Sole Member of the Board of Directors)

Beilage (Attachment): Entwurf Kaufvertrag Scynexis, Inc. (Draft of Sales Agreement Scynexis, Inc.)

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I. Agenda

Sale and assignment of all patents of C-Chem AG (the “Sale”) pursuant to the draft of the Agreement for the Assignment of Patents and Know How concerning Cyclosporin Derivatives between C-Chem AG and Scynexis, Inc. P.O. Box 12878, Research Triangle Park, NC 27709-2878, USA, (the “Sales Agreement”)

The Board of Directors has been presented with the draft of the Sales Agreement

The extraordinary general assembly of the shareholders of C-Chem AG of 26th May 2005 has approved the Sales Agreement, and has authorized the Board of Directors to execute the Sales transaction.

Motion for a resolution by the Board of Directors of C-Chem AG that approves the sale and Sales Agreement, and that authorizes Dr. Daniel Zimmermann to consummate the Sale and sign the Sales Agreement.

II. Resolution

The Board of Directors approves the Sale and the Sales Agreement, and that authorizes Dr. Daniel Zimmermann to consummate the Sale and sign the Sales Agreement that corresponds to the attached draft in all material respects.

Schedule 5

C-CHEM AG Shareholder Resolution

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NOTARIELLES PROTOKOLL

der
 ausserordentlichen Generalversammlung
 der
C-Chem AG
 Bundesplatz 12, 6300 Zug
 vom 26. Mai 2005
 in Basel, Picassoplatz 8

MINUTES

of
 extraordinary general assembly of shareholders
 of
C-Chem AG
 Bundesplatz 12, 63 00 Zug
 of 26 May 2005
 in Basel, Picassoplatz 8

Heute habe ich, Andreas Miescher, öffentlicher Notar des Kantons Basel-Stadt, an der ausserordentlichen Generalversammlung der C-Chem AG, in Zug, abgehalten in meinem Büro, teilgenommen, und das nachfolgende Protokoll in öffentlicher Urkunde aufgenommen:

Anwesend:

Dr. Daniel Zimmermann (VR-Mitglied)

Dr. Daniel Zimmermann eröffnet die Versammlung und übernimmt den Vorsitz. Der instrumentierende Notar wird mit der Führung des Protokolls betraut. Dr. Zimmermann stellt fest und der instrumentierende Notar bestaetigt, dass sämtliche Aktien der Gesellschaft wie folgt anwesend sind:

Aktionär (Shareholder)	Art (Class of shares)	Anzahl Aktien (Number of Shares)	in %
Dr. Daniel Zimmermann als Aktionär / as shareholder	Inhaberaktien (Common bearer shares)	50	50%
Dr. Daniel Zimmermann als Aktionär / as shareholder	Inhaber-Vorzugsaktien (Preferred bearer shares)	50	50%
Total		100	100%

Der Vorsitzende stellt entsprechend fest, dass sämtliche Aktionäre der C-Chem AG anwesend oder vertreten sind und die Versammlung damit als Universalversammlung gemäss Artikel 701 OR beschlussfähig ist.

Da gegen die den Anwesenden bekannte Traktandenliste sowie gegen die obigen Feststellungen keine Einwendungen erhoben werden, werden die folgenden Traktanden behandelt:

Verkauf und Uebertragung aller Patente der C-Chem AG (der „Verkauf“) gemaess dem Entwurf des “Agreement for the Assignment of Patents and Know How concerning

Today I, Andreas Miescher, Notary Public of the Canton of Basel-Stadt, have been present at the extraordinary general assembly of Chem, in Zug, which took place in my office and kept the following minutes in a notarial act:

Present:

Dr. Daniel Zimmermann (Member of Board of Directors)

Dr. Daniel Zimmermann opens the general assembly and acts as chairperson. The undersigned Notary is charged with keeping the minutes. Dr. Zimmermann determines and the undersigned Notary confirms that all shares of the company are present as follows:

The chairperson accordingly determines that all shareholders of C-Chem AG are present or represented, and that the assembly is able to make valid resolutions as a “Universal Assembly” pursuant to Article 701 of the Code of Obligations.

Since no objections are raised against the agenda known to all present and against the above determinations, the following agenda items will be discussed:

Sale and assignment of all patents of C-Chem AG (the “Sale”) pursuant to the draft of the Agreement for the Assignment of Patents and Know How concerning

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Cyclosporin Derivatives” zwischen C-Chem AG and Scynexis, Inc. P.O. Box 12878, Research Triangle Park, NC 27709-2878, USA, (der „Kaufvertrag”)

Cyclosporin Derivatives between C-Chem AG and Scynexis, Inc. P.O. Box 12878, Research Triangle Park, NC 27709-2878, USA, (the “Sales Agreement”)

Die Versammlung nimmt Kenntnis vom Entwurf des Kaufvertrages, der vorgelegt wird und vom Antrag des Verwaltungsrates, den Verkauf und den Kaufvertrag zu genehmigen und den Verwaltungsrat mit der Durchführung des Geschäftes zu betrauen.

The assembly takes note of the draft of the Sales Agreement which is being presented and of the motion of the Board of Directors to approve the Sale and the Sales Agreement, and to authorize the Board of Directors with the execution of the Sale transaction.

Die Versammlung genehmigt einstimmig den Verkauf und den Abschluss des Kaufvertrages, der massgeblich dem beiliegenden Entwurf entspricht, und betraut den Verwaltungsrat mit der Durchführung des Geschäfts.

The Assembly approves unanimously the Sale and the Sales Agreement that corresponds to the attached draft in all material respects, and authorizes the Board of Directors to consummate the Sale transaction.

Diverses

Keine weiteren Geschäfte.

Various

No other business.

Nach Behandlung sämtlicher Traktanden schliesst der Vorsitzende die Versammlung. Er bestätigt, dass während der ganzen Dauer sämtliche Aktien vertreten waren und dass kein Widerspruch gegen die Durchführung dieser Versammlung erhoben wurde.

After discussion of and resolution on all agenda items, the chairperson closes the assembly. He confirms that during the entire duration of the assembly, all shares have been represented, and that no objection was raised against the holding of the assembly.

Urkundlich dessen wurde dieses notarielle Protokoll nach Lesung und Genehmigung vom Vorsitzenden und von mir, dem Notar, unter Beisetzung meines amtlichen Siegels hiemach unterzeichnet. **In Witness whereof** these Notarial Minutes have been, after lecture and approval, signed by the Chairperson and by me, the notary public, who affixed the official seal.

Basel, den 26 (sechszwanzigsten) Mai 2005 (zweitausendundfünfzig)/Basel, this 26th (twenty-sixth) day of May 2005 (two thousand and five)

Der Vorsitzende (Chairperson)

/s/ D. Zimmermann

Dr. Daniel Zimmermann
Einziges Mitglied des Verwaltungsrates
(Sole Member of the Board of Directors)

Für das Protokoll (for the Minutes):

/s/ Andreas Miescher

Andreas Miescher, Notar

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

Schedule 6

C-CHEM AG Extract from Companies Register

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Handelsregisteramt des Kantons Zug - Hauptregister

Registernummer	Rechtsnatur	Eintragung	Löschung	Übertrag von	Übertrag auf	Seite
CH-280.3.900.352-2	Aktiengesellschaft	16.07.2004				1

Alle Eintragungen

Ei	Lö	Firma	Ei	Lö	Sitz
1		C-CHEM AG	1		Binningen
1			1		Zug

Ei	Lö	Domizil - Adresse	Domizilhalter	PLZ	Ort
1		Bundesplatz 12		8300	Zug

Ei	Lö	Währ	Aktienkapital	Liberierung	Anzahl	Art	Nennwert
1		CHF	100'000.00	100'000.00	50	Inhaber-Vorzugsaktien	1'000.00
					50	Inhaberaktien	1'000.00

Ei	Lö	Währ	PS-Kapital	Liberierung	Anzahl	Art	Nennwert

Ei	Lö	Art	Qualifizierte Tatbestände (Sacheinlage, -übernahme, Vorteils, Genussscheine usw.)
1		Vorrechte	Die Inhaber-Vorzugsaktien gewähren Vorrechte gegenüber den Stammaktien bezüglich Gewinnanteil und Liquidationserlös gemäss näherer Umschreibung in den Statuten

Ei	Lö	Zweck
1		Erwerb, Verwaltung und Veräusserung von Unternehmen und Unternehmensbeteiligungen; kann Investmenttransaktionen durchführen und Managementdienstleistungen erbringen sowie Lizenzen, Patente und andere Schutzrechte kaufen und verkaufen

Ei	Lö	Art	Bemerkungen

Ei	Statutendatum	Ei	Statutendatum	Ei	Statutendatum	Ei	Statutendatum
1	15.01.1998	1	08.07.2004				

Ei	Lö	Publikationsorgane	Ei	Lö	Publikationsorgane
1		SHAB			

Ei	Lö	Zweigniederlassungen	Ei	Lö	Zweigniederlassungen	Ei	Lö	Zweigniederlassungen

Ei	TB-Nr	TB-Datum	SHAB	Datum	Seite / Id.	Ei	TB-Nr	TB-Datum	SHAB	Datum	Seite / Id.
1	7354	16.07.2004	140	22.07.2004	18 / 2372950						

Ei	Er	E.d	Lö	Personenangaben	Eigenschaften	Zeichnungsart
1				Zimmermann, Dr. Daniel, H: Luzern, Basel, in Basel	M	EU
1				Heinz Dörfli, dipl. Bücherexperte, in Basel	Rev.stelle	

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Handelsregisteramt des Kantons Zug - Hauptregister

Registernummer	Firma	Sitz	Seite
CH-280.3.900.352-2	C-CHEM AG	Zug	2

Alle Eintragungen

Legende

*	Funktionen des statutarischen Exekutivorgans	Del *	Delegierte(r)
AaKonk	Ausseramtl. Konkursverwaltung	EEP	Erweiterte Einzelprokura nach OR 459 II
baHS	beschränkt auf den Hauptsitz	EKP2	Erweiterte Kollektivprokura zu 2 nach OR 459 II
Beistand	Beistand	EP	Einzelprokura
D	Direktor(in)	EU	Einzelunterschrift
GD	Generaldirektor(in)	GF	Geschäftsführer(in)
K *	Kassier(in)	KP2	Kollektivprokura zu zweien
KU2	Kollektivunterschrift zu zweien	Liq	Liquidator(in)
M *	Mitglied	MD	Mitglied der Direktion
MGL	Mitglied der Geschäftsleitung	oZB	ohne Zeichnungsberechtigung
P *	Präsident(in)	Prok	Prokurist(in)
Rev.stelle	Revisionsstelle	Sachwälder	Sachwälder(in)
Sek *	Sekretär(in)	SekNM	Sekretär(in) Nichtmitglied
Spez.Rev.	Revisionsstelle mit begrenztem Mandat	StvD	Stellvertretende(r) Direktor(in)
StvGD	Stellvertretende(r) Generaldirektor(in)	Sup *	Suppleant(in)
VD	Vizedirektor(in)	VoD	Vorsitzende(r) der Direktion
VoGL	Vorsitzende(r) der Geschäftsleitung	VP *	Vize-Präsident(in)
ZB	Zeichnungsberechtigte(r)		

Zug 10.06.2005 17:02:05 / ALMO /
Firmen-Identifikation: 168998

Dieser Auszug aus dem kantonalen Handelsregister hat ohne die nebenstehende Originalbeglaubigung keine Gültigkeit. Er enthält alle gegenwärtig für diese Firma gültigen Eintragungen, sowie alle seit der Führung des Hauptregisters mittels EDV (1995) gültigen und heute gestrichenen Eintragungen. Auf besonderes Verlangen kann auch ein Auszug erstellt werden, der lediglich alle gegenwärtig gültigen Eintragungen enthält.

BEGLAUBIGTER AUSZUG

Zug, 10. JUNI 2005

HANDELSREGISTERAMT ZUG

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RESEARCH SERVICES AGREEMENT

This Research Services Agreement (this “Agreement”) is dated as of December 19, 2011 (the “Effective Date”), and is by and between **MERIAL Limited**, a company limited by shares registered in England and Wales (registered number 3332751) with a registered office at P.O. Box 327, Sandringham House, Sandringham Avenue, Harlow Business Park, Harlow, Essex CM19 5QA, England, and domesticated in Delaware, USA as MERAL LLC, and having a place of business at 3239 Satellite Boulevard, Bldg. 500, Duluth, Georgia 30096 USA, on behalf of itself and any of its subsidiaries and/or Affiliates (hereinafter, “MERIAL”), and **SCYNEXIS, Inc.**, a Delaware corporation having a place of business at 3501 C Tricenter Boulevard, Durham, NC 27713 (hereinafter, “SCYNEXIS”).

RECITALS

WHEREAS, it is hereby contemplated that SCYNEXIS shall provide certain research services to MERIAL; and

WHEREAS, SCYNEXIS intends to provide such research services to MERIAL.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereto hereby agree as follows:

1. Definitions.

“**Affiliate**” shall mean any existing or future company directly or indirectly controlling, controlled by or under common control with a Party, where control means the direct or indirect ownership of at least fifty percent (50 %) of the capital stock of the company or the power to exercise at least fifty percent (50 %) of the voting rights of the company, or the power to determine the policy of the company, provided such company agrees to be bound by the terms of this Agreement.

“**Agreement Intellectual Property**” shall mean Intellectual Property related to or resulting from SCYNEXIS’s performance pursuant to this Agreement, including the Compounds.

“[*]” shall mean any [*], or [*] that [*] and/or [*], including but not limited to, [*].

“**Change of Control**” shall mean the acquisition by any natural person or business entity, other than MERIAL, Sanofi, or one of their Affiliates, directly or indirectly, of shares representing in the aggregate more than [*] percent of the aggregate voting power represented by the issued and outstanding capital stock of SCYNEXIS; or a merger, consolidation or reorganization involving SCYNEXIS (other than with MERIAL, Sanofi, or one of their Affiliates); or the sale or disposition of all or substantially all of the assets of SCYNEXIS to any person (other than to MERIAL, Sanofi, or one of their Affiliates).

“**Compound**” shall mean any chemical compound that has been screened, tested or synthesized by SCYNEXIS under this Agreement and: (1) whose structure is [*], (2) the property(-ies) or activity(-ies) of which [*], or (3) that is [*] or [*] but is not [*] or [*].

“**Compound Family**” shall mean the compounds that are [*] a Compound.

“**Confidential Information**” shall mean all proprietary or confidential information, knowledge, property, or data of the disclosing party or its Affiliates that does not otherwise qualify as a Trade Secret, including, but not limited to, the procedures, techniques, and business strategies of the disclosing party or its Affiliates or clients, lists or names of clients, customers or partners of the disclosing party or its Affiliates, lists or names of employees of the disclosing party or its Affiliates, or any other confidential or proprietary information of the disclosing party or its Affiliates that does not otherwise qualify as a Trade Secret.

“**FTE**” shall mean one person who is a SCYNEXIS employee and is engaged on a full-time basis (*i.e.*, at least 40 hours per week) on the Services Team. For the sake of clarity, a FTE is one named person and is not a “full-time equivalent” of 40 hours of work provided by more than one SCYNEXIS employee.

“**Information**” shall mean both Confidential Information and Trade Secrets.

“**Intellectual Property**” shall mean any form of intellectual property including, without limitation, all written materials and other works which may be subject to copyright, trade secrets, all patentable and unpatentable inventions, ideas, know-how, improvements, concepts, discoveries, know-how, research materials, technical information, test data, product efficacy and safety data, existing or pending Patents, and trademarks.

“**Losses**” shall mean any liability, damage, loss, penalties, fines, claims, costs or expense (including reasonable attorney fees).

“**Materials**” shall mean any materials or compounds provided by Merial to SCYNEXIS or created or prepared by SCYNEXIS for use in the Scope of Services and shall include progeny, portions and derivatives of such Material and any associated know-how and data provided by Merial or created during the provision of the Services.

“**Patents**” shall mean patent applications and granted patents including but not limited to divisions, reissues, re-examinations, continuations, continuations in part, renewals, extensions, utility models and supplementary protection certificates.

“**RSC**” (**Research Steering Committee**) shall have the meaning given in Section 3.

“**Screening**” shall mean the determination of any property of a chemical compound, including, but not limited to, physical, biological or phenotypic properties.

“**Services**” shall have the meaning set forth in Section 2 below.

“**Services Team**” shall mean the SCYNEXIS employees identified in Exhibit XXX.

“**Term**” shall mean the three (3) year period beginning on January 1, 2012 and ending on December 31, 2014.

“**Trade Secrets**” shall include, except as otherwise provided by applicable law, any information of the disclosing party or its Affiliates, without regard to form, including, but not limited to, technical or non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or lists of actual or potential customers or suppliers which is generally not known by or available to the public and which information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (ii) is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy.

2. Scope of Work.

- 2.1. SCYNEXIS will perform the research services for Merial as described in Exhibit 1 attached hereto (“Services”) at the staffing levels (in terms of the qualifications, background and respective time commitments for each project member (“Project Team”)) set forth therein. Merial reserves the right to modify the scope and/or type of Services, the target organisms, and the staffing levels (including the ratio of biologist to chemist) of the Project Team upon [*] notice. If any such change will result in an increase in the Fees, SCYNEXIS will notify Merial promptly, and Merial must approve any increase prior to SCYNEXIS implementing the change. For the avoidance of doubt, any such modification shall not decrease the amount of the compensation payable to SCYNEXIS pursuant to Section 5 below. Merial also reserves the right to stop research into a particular Compound or series of Compounds.
- 2.2. Merial shall be responsible for managing, engaging and paying for third parties used to provide complimentary services to the Services provided by SCYNEXIS. SCYNEXIS shall use its best efforts to coordinate such complimentary services with the Services, including, but not limited to, reviewing and developing with Merial the scope of work desired to be performed by third parties, sending and receiving compounds, transferring data, experimental procedures, and protocols to third parties, receiving and analyzing data from third parties, and participating in meetings (in person and telephonic) with such third parties, as reasonably requested by Merial, provided that SCYNEXIS’ corresponding out of pocket travel expenses preapproved in writing by Merial shall be reimbursed by Merial.

3 Research Steering Committee

- 3.1. The Parties hereby establish a committee (“Research Steering Committee” or “RSC”) comprised of four (4) permanent members, with two (2) representatives appointed by each Party. A Party may designate or change one or more of its representatives on the RSC at any time upon written notice to the other Parties. The RSC may invite additional guests to specific RSC meetings, on an “as needed”, by invitation basis, provided that all such guests will be required to enter into corresponding confidentiality agreements. The patent attorney with primary responsibility for Patent filings on Compounds also may attend the RSC meetings as a nonvoting member.

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- 3.2** The Research Steering Committee shall:
- (i) discuss chemical structures to be investigated (synthesized or acquired) for screening;
 - (ii) review results of Services; and
 - (iii) review the portfolio of Compounds and determine priorities for the up-coming three months.
- 3.3** The RSC shall meet at least [*] a year in person at either SCYNEXIS or MERAL facilities or by video conference or telephone. Each party shall bear its own expenses associated with these meetings. To constitute a quorum at least two representatives for each Party must attend. If a designated representative of a Party cannot attend any meeting of the RSC, such Party may designate a different representative for that meeting upon giving prior notice to the other Party. This substitute representative shall have the same rights as the Party's appointed member to the RSC. The Parties shall coordinate and cooperate with each in good faith in managing the Services and use good faith to reach mutually agreeable decisions. Any disagreements between the Parties shall be equitably reduced by good faith negotiations between MERAL and SCYNEXIS. In the event the members of the RSC cannot reach agreement, [*]. Minutes of the RSC meetings shall be [*].

4. Material.

- 4.1** SCYNEXIS shall use the Materials solely for the purpose set forth in this Agreement and for no other purpose. SCYNEXIS may not transfer the Material to third parties without the express written consent of MERAL. The transfer of the Material to SCYNEXIS shall not be construed as a sale of the Material by MERAL to SCYNEXIS.
- 4.2** SCYNEXIS shall use the Material in compliance with all applicable statutes, regulations, and guidelines.
- 4.3** Nothing in this Agreement grants SCYNEXIS any rights under any patents, patent applications, or other property rights of MERAL, nor any rights to use any tools, techniques, or material derived from, or associated with the Material, for additional research, profit-making, commercial activities, or any other purpose not identified hereunder. ALL MATERIALS ARE SUPPLIED AS IS, WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. The Material supplied hereunder by MERAL to SCYNEXIS shall remain the property of MERAL, and SCYNEXIS shall, at MERAL's option, dispose of any unused Material and its derivatives or return it to MERAL.
- 4.4** SCYNEXIS further represents that it has adequate systems, procedures and personnel to review and oversee arrangements for the receipt, handling, storage, use and disposal of the Material and that it will ensure that all persons involved in receiving, handling, storing, using or disposing of the Material are adequately qualified by training and experience to do so safely and legally.

5. Compensation.

MERIAL will pay SCYNEXIS the amount specified in Exhibit 2 attached hereto according to the terms therein. These fees shall remain fixed for the Term of the Agreement and may not be decreased. Any changes made to the scope of the Services or the composition of the Project Team which increase these Fees must be approved in advance in writing by MERIAL and SCYNEXIS.

6. Laboratory Visits and Inspections.

- 6.1** MERIAL's representatives shall have the option to visit SCYNEXIS's laboratory during regular business hours to observe the progress of the Services, discuss the Services, and to review the scientific records relating to the Services. SCYNEXIS shall assist MERIAL in scheduling such visits. All such visits shall be scheduled upon reasonable notice by MERIAL.
- 6.2** SCYNEXIS agrees to provide MERIAL with prompt, and advance, if possible, notice of any GLP, GCP or GMP inspection by a regulatory agency of SCYNEXIS where such inspection either directly or indirectly relates to the Services provided under this Agreement. For purposes of this provision, "prompt" shall mean as soon as practicable, but in no case more than [*] from receipt of the notice by SCYNEXIS.
- 6.3** SCYNEXIS agrees that MERIAL shall have the right, from time to time, upon written notice to SCYNEXIS, to conduct an investigation and audit of SCYNEXIS's books, records and accounts to verify compliance with this Agreement. SCYNEXIS agrees to cooperate fully with such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of MERIAL.

7. Work Product.

All reports will be prepared in English and in SCYNEXIS's standard format unless otherwise specified in the Scope of Services. SCYNEXIS will provide the data management system to store and manage all screening data (HEOS). MERIAL will have title to, and be responsible for, archival of all raw data, documentation, records, protocols, specimens and final reports generated as a result of this Agreement, except for SCYNEXIS's procedural manuals, development processes, facility-specific data, personnel data, and SCYNEXIS-developed know-how, technology and software for which title and archival responsibilities shall remain with SCYNEXIS. If at any time MERIAL requests that data from the Services be transferred to MERIAL data management systems, SCYNEXIS will use all reasonable efforts to effectuate this transfer at no additional cost to MERIAL.

8. Manner of Performance.

- 8.1** Except as authorized in this Section 8.1, for the term of the Agreement, SCYNEXIS shall [*] under this Agreement and [*] and [*] in this Agreement [*] for providing the Services. [*] shall include, but not be limited to, [*], and [*] and [*]. For the sake of clarity, barring any change arising from [*] or [*], [*] will [*] and shall [*] during the Term of the Agreement. In the event [*] is [*] but is not [*] or in the event [*] changes over the Term, as agreed in a writing signed by both Parties, and as a result of those changes [*] no

longer [*], [*] would not be or would no longer be (as the case may be) subject to [*] set forth herein (but would continue to be subject to [*] set forth in in this Agreement to the extent [*]). SCYNEXIS shall set-up and enforce appropriate confidentiality measures and firewalls respecting its activities under this Agreement to ensure that they are kept separate from the other activities of SCYNEXIS. Such steps shall include, without limitation, written secrecy obligations with terms no less restrictive than obligations set forth herein for all employees, contractors and contributors under this Agreement, regardless of whether such individuals are third parties or employees of SCYNEXIS. SCYNEXIS shall also establish a security system for the facilities used to perform the Services which restricts access to those facilities to only those SCYNEXIS employees who (1) are providing the Services and have been approved by MERAL in writing or (2) maintain the facilities or equipment. Such system must be capable of recording the names and times of every person who enters and exits the facilities. SCYNEXIS must retain the records from the security system for the duration of the Term and for [*] thereafter. For the avoidance of doubt, [*] set forth in this Agreement are not intended to, and do not, modify or amend any of SCYNEXIS's obligations under the Collaboration Agreement, dated July 15, 2005, which by the terms of such Collaboration Agreement, survive termination of that agreement.

- 8.2** SCYNEXIS will not make available, use for any purpose other than rendering the Services, or disclose Information, Materials, Agreement Intellectual Property, or Compounds or their chemical structures to any third party (other than subcontractors pre-approved by MERAL and only to the extent MERAL permits in writing).
- 8.3** SCYNEXIS represents that it, and each of its employees, and any third party engaged by SCYNEXIS, who perform, directly or indirectly, the Services, has the requisite expertise, ability and legal right to render the Services and that it can and will perform the Services in an efficient manner in accordance with prevailing industry standards and practices for the performance of similar services and with the Scope of Services.
- 8.4** SCYNEXIS will abide by all federal, state, and local laws, rules and regulations that apply to the performance of the Services, including the requirements of the U.S. Foreign Corrupt Practices Act ("FCPA") and any other applicable anti-corruption national or international laws and regulations, as well as the policies of MERAL.
- 8.5** SCYNEXIS makes no representation or warranty that the Services will not violate or infringe upon any presently issued United States patent, copyright, trade secret or other contractual, employment or confidentiality right of a third party.
- 8.6** SCYNEXIS and MERAL agree that all transactions will be accurately reflected in their books and records, and that no funds or other assets will be paid directly or indirectly to government officials (or persons acting on their behalf) for the purpose of influencing government decisions or actions. No payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion,

kickbacks or other unlawful or improper means of obtaining or retaining business.

- 8.7 SCYNEXIS agrees to maintain anti-bribery policies and procedures as are appropriate for its business.
- 8.8 SCYNEXIS also hereby represents and warrants to MERAL that no ownership interest, direct or indirect, in the contractual relationship established by this Agreement, is held or controlled by or for the benefit of any foreign political party or foreign official.
- 8.9 SCYNEXIS agrees that should it learn or have reason to know of: (i) any payment, offer, or agreement to make a payment to a foreign government official or political party for the purpose of obtaining retaining business or securing any improper advantage for MERAL under this Agreement or otherwise, or (ii) any other development during the term of this Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications of SCYNEXIS hereunder given or made as of the date hereof or at any time during the term of this Agreement related to MERAL ethics, anti-bribery policy, and related policies and procedures, SCYNEXIS will immediately advise MERAL in writing of such knowledge or suspicion and the entire basis known to SCYNEXIS therefore.
- 8.10 In the event that MERAL believes, in good faith, that SCYNEXIS has acted in any way that may subject MERAL to liability under anti-corruption laws, MERAL shall have the unilateral right, exercisable immediately upon written notice to SCYNEXIS, to terminate this Agreement.
- 8.11 No employee of MERAL will have authority to give any direction, written or oral, relating to the making of any commitment by SCYNEXIS or its agents to any third party in violation of the terms of this Section 8.

9. Equal Opportunity Employer.

Each party affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations. Neither party shall discriminate because of race, color, religion, sex, age, national origin, disability, or status as a veteran, or any other reason as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning the Services employees. As a condition of this Agreement, SCYNEXIS agrees to maintain a working environment free from all forms of harassment, including race, color, religion, sex, age, national origin, disability, or status as a veteran, or any other reason as defined and prohibited by applicable law.

10. Term and Termination.

- 10.1 The Agreement shall commence on January 1, 2012, and shall remain in full force and effect (unless otherwise terminated) during the Term.
- 10.2 Either Party may terminate this Agreement in the event of breach of material obligation by the other party if such breach remains uncured after [*] written notice from the non-breaching party to the breaching party.

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- 10.3** Either party may terminate this Agreement immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.
- 10.4** If SCYNEXIS experiences a Change of Control in which [*], by no later than [*] thereafter, SCYNEXIS shall either: (i) [*] that is [*] and [*] and [*]; (ii) [*] (e.g., [*]) [*]; or (iii) where [*] that [*] as a result of the Change of Control, [*] disregard the Change of Control and to continue this Agreement as if the Change of Control had not occurred. [*] any scenario described in clause (i), (ii) or (iii). If [*] by the end of the [*], [*]. For the avoidance of doubt, SCYNEXIS hereby confirms that during the [*] period referred to above, it will fully respect its commitments pursuant to this Agreement, including those relating to the use and disclosure of confidential information. For the sake of clarity, under no circumstance [*] in any manner [*] at any time.
- 10.5** At termination or expiration of the Agreement for any reason, upon MERAL's written request, SCYNEXIS will transfer to MERAL all Agreement Intellectual Property, including all samples of the Compounds, and all documents or data related to, or generated in the course of performing, the Services, including but not limited to data stored in HEOS, reports, files, presentations, protocols, specimens, records, parasites, and any other work product.
- 10.6** The following provisions shall survive the expiration or termination of this Agreement: Sections 1, 4, 7, 8.2-8.6, 8.9, 10, 11, 12, 14-16, 17.3, and 21-23.
- 10.7.6** Expiration or termination of this Agreement shall not affect the rights, obligations or liabilities of the Parties accruing prior to such expiration or termination.

11. Limitation of Liability.

EXCEPT FOR A BREACH OF OBLIGATIONS RELATING TO CONFIDENTIALITY OR INTELLECTUAL RIGHTS UNDER THIS AGREEMENT OR AS PART OF THEIR INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, NOR BE RESPONSIBLE FOR, ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN CONNECTION WITH A DEFAULT OR BREACH OF THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

12. Exclusivity.

During the Term and for a period of [*] after termination of this Agreement for any reason, SCYNEXIS shall not, directly or indirectly, [*] on the [*]. For so long as the Agreement Intellectual Property remains protected under any law, statute, or regulation, including, but not limited to, patent and trade secrets protection laws, SCYNEXIS may not use the Agreement Intellectual Property for any purpose other than to render the Services during the Term of the Agreement. For the avoidance of doubt, nothing in this Section 12 is intended to modify the Parties' obligations under Section 15 or 16.

13. Independent Contractor.

SCYNEXIS will be an independent contractor, and no employment, agency, partnership, or joint venture relationship between the parties or their respective employees, either express or implied, shall be created by this Agreement. MERAL will not be responsible for SCYNEXIS's acts while performing the Services, whether on SCYNEXIS's premises, MERAL's premises or elsewhere, and SCYNEXIS shall have no authority to speak for, represent, or obligate MERAL except as expressly authorized in writing by MERAL.

14. Indemnification.**14.1 MERAL's Indemnity**

Except to the extent caused by SCYNEXIS's negligence or willful misconduct, MERAL hereby agrees to indemnify and hold SCYNEXIS (and its directors, officers, employees, agents, successors and assigns) harmless from and against any and all Losses arising out of or connected with a third party claim relating to:

- i) to any breach by MERAL of any of its representations and warranties contained in this Agreement or
- ii) any claim of infringement of any Intellectual Property of third parties arising from or relating to performance of the Services; or
- iii) the use by MERAL, or its Affiliates, sublicensees, employees, agents and consultants of the compounds delivered by SCYNEXIS hereunder, except to the extent such Losses are attributable to a breach by SCYNEXIS of its representations and warranties in this Agreement or the negligent acts or omissions or willful misconduct in SCYNEXIS's performance of the Services. MERAL shall not be liable under this Section 14 for any settlement effected without its consent of any claim, litigation or proceeding in respect of which indemnity may be sought hereunder, which consent shall not be unreasonably withheld.

14.2 MERAL will not be responsible for, or indemnify SCYNEXIS for, any acts performed by SCYNEXIS, or any one working for SCYNEXIS, outside the scope of the Services, whether on SCYNEXIS's premises, MERAL's premises, or elsewhere.

14.3 SCYNEXIS's Indemnity

Except to the extent caused by MERAL's negligence or willful misconduct, SCYNEXIS hereby agrees to indemnify and hold MERAL (and its Affiliates and respective directors, officers, employees, agents, successors and assigns) harmless from and against any and all Losses arising out of or connected with a third party claim relating to:

- i) any breach by SCYNEXIS of its representations and warranties in this Agreement;

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- ii) SCYNEXIS' negligent acts or omissions or willful misconduct in the performance of the services hereunder or the synthesis, labeling or handling of the Compounds provided to Merial or the synthesis or handling of Compounds acquired from third parties. SCYNEXIS shall not be liable under this Section 14 for any settlement effected without its consent of any claim, litigation or proceeding in respect of which indemnity may be sought hereunder, which consent shall not be unreasonably withheld.

14.4 The indemnified party shall notify the indemnifying party promptly in writing of any such claim, and the indemnifying party shall have the sole control of the defense and all related settlement negotiations (unless any settlement involves anything other than the payment of money exclusively by the indemnifying party). The indemnified party shall provide the indemnifying party with reasonably requested assistance, information, and authority to perform the above.

15. Confidentiality.

15.1. Obligations. Each receiving party agrees that it shall:

- i) maintain all Information in strict confidence, except that the receiving party may disclose or permit the disclosure of any Information to its, and its Affiliates' directors, officers, employees, consultants, approved subcontractors, and advisors who are obligated to maintain the confidential nature of such Information and who need to know such Information for the purposes set forth in this Agreement;
- ii) use all Information solely for the purposes set forth in, or as permitted by, this Agreement;
- iii) allow its directors, officers, employees, consultants, approved subcontractors, and advisors to reproduce the Information only to the extent necessary to effect the purposes set forth in this Agreement, with all such reproductions being considered Information;
- iv) cause any consultant or advisor engaged by the receiving party to whom Information is disclosed to execute a confidentiality and nondisclosure agreement in form and substance reasonably acceptable to the disclosing party.

15.2 Exceptions

The obligations of a receiving party under this Section 15 shall not apply to the extent that the receiving party can demonstrate that the corresponding Information:

- i) was in the public domain prior to the time of its disclosure under this Agreement;
- ii) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure

resulting from an act or omission by the receiving party or its employees, agents or representatives;

- iii) was as shown by written proof independently developed or discovered by employees of the receiving party without use of or access to the Information;
- iv) is or was disclosed lawfully to the receiving party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the disclosing party and having no obligation of confidentiality to the disclosing party with respect to such Information; or
- v) is required to be disclosed to comply with applicable laws or regulations (such as disclosure to the United States Environmental Protection Agency or the USPTO or to their foreign equivalents), or to comply with a court or administrative order, provided that the disclosing party receives prior written notice as soon as possible after such court or administrative order is served on the receiving party and that the receiving party takes all reasonable and lawful actions to obtain confidential treatment for such disclosure and, if possible, to minimize the extent of such disclosure; or
- vi) is disclosed by Merial to governmental, other regulatory agencies, or third parties in compliance with this Agreement in order to gain governmental approval, to perform studies, to conduct trials or to market products, but such disclosure may only be to the extent reasonably necessary.

15.3 Return of Information

Except for Information the rights to which have been granted to a receiving party, upon the termination of this Agreement, at the request of the disclosing party, the receiving party shall destroy all originals, copies, extracts and summaries of documents, materials, and other tangible manifestations of Information in the possession or control of the receiving party, except that the receiving party may retain one copy of the Information in the possession of its in house or outside legal counsel solely for the purpose of monitoring its obligations under this Agreement.

15.4 Publications

Merial acknowledges SCYNEXIS's interest in publishing the results to obtain recognition within the scientific community and to advance the state of scientific knowledge. Both Parties recognize their mutual interest in obtaining valid patent protection and in protecting business interests and trade secret information. Consequently, SCYNEXIS and its employees, agents, consultants, representatives, subsidiaries, and successors wishing to make a publication shall submit its request for publication to Merial in writing, along a copy of the proposed written publication or an outline of an oral disclosure, at least [*] prior to submission for publication or presentation for approval by Merial, which approval shall not be unreasonably withheld. SCYNEXIS shall make modifications to the publication requested by Merial for patent

reasons, trade secret reasons, regulatory reasons or other business reasons and to delay publication or presentation for a reasonable period in order to protect Information, know-how and patentable information. Once a publication has been published or presented in accordance with this Section, SCYNEXIS does not need to present the information in such publication again to MERAL prior to being used in another publication.

15.5 Disclosure of this Agreement and Publicity

Neither Party shall reveal the name of the other Party or the existence or terms of this Agreement without the prior written approval of the other Party, except to the extent required by applicable securities laws or other applicable law or regulation or in connection with a transaction involving the offer or sale of equity or debt instruments, subject to the Disclosing Party entering into a confidentiality agreement with the other party(-ies) with confidentiality obligations no less stringent than the obligations set forth herein.

15.6 Survival of Obligations

With respect to each disclosure of Trade Secrets, the obligations created herein shall survive until such time that it can be demonstrated that the Trade Secret has become publicly available in the public domain. With respect to each disclosure of Confidential Information, the obligations created herein shall survive for [*] from termination or expiration of this Agreement, whichever date is later.

16. Intellectual Property Rights.

16.1 The background technology of each Party shall remain the sole and unencumbered property of such Party. Except as explicitly stated in this Agreement, neither Party shall acquire any rights to the background technology of the other Party.

16.2 SCYNEXIS agrees that SCYNEXIS is performing the Services as work for hire and that all Agreement Intellectual Property shall be the sole and entire property of MERAL, subject to MERAL's obligations to third parties. SCYNEXIS hereby assigns all rights, title, and interest to any copyrights and any Agreement Intellectual Property.

16.3 SCYNEXIS agrees to disclose promptly all Agreement Intellectual Property to MERAL, without royalty or any other consideration, and in any event, prior to the termination of this Agreement.

16.4 MERAL will be responsible for performing all freedom-to-operate reviews relating to the Services and for filing and prosecuting any Patents resulting from the Services. SCYNEXIS will provide MERAL with any relevant information related to Compounds, such as chemical structure, so that MERAL can generate freedom-to-operate opinions as soon as practically possible. SCYNEXIS also will supply required information for Patent filings. SCYNEXIS agrees to (a) execute any document of assignment or title to transfer and perfect title to Agreement Intellectual Property as MERAL may, from time to time, deem appropriate, and (b) cooperate fully in freedom to operate reviews and in obtaining whatever protection for Agreement

Intellectual Property, including Patent rights, MERAL shall require. The obligations of SCYNEXIS under this Section 16 to execute title documents and cooperate in matters of title protection shall not terminate upon the termination of this Agreement, but rather, shall continue in effect thereafter with respect to all such obligations; provided, however, that MERAL shall reimburse SCYNEXIS for all out-of-pocket expenses incurred by SCYNEXIS in performing services under this Section 16 requested by MERAL after termination of this Agreement.

- 16.5** If any Party considers that any Patent is being infringed by a third party, that Party shall notify the other Party and provide it with any evidence of such infringement which is reasonably available. If the infringement relates to any Agreement Intellectual Property, MERAL shall have the right, but not the obligation, at its own expense, to attempt to remove such infringement by commercially appropriate steps, including suit which it can settle on terms it believes commercially reasonable, and all recovery as to which MERAL may fully retain. If required by MERAL, SCYNEXIS shall join such suit as a party, at reasonable expense to MERAL. In any event, SCYNEXIS shall reasonably assist MERAL in any such suit, at reasonable expense to MERAL.
- 16.6** If any warning letter or other notice of infringement is received by a Party, or action, suit or proceeding is brought against a Party alleging infringement of a Patent of any third party in the manufacture, use or sale of a Compound or any product developed by MERAL as a result of this Agreement, MERAL shall have the right to control responding to such allegation and will reasonably consult with SCYNEXIS. Except as set forth above, each Party shall be responsible for responding for its own activities and defending its own activities.
- 16.7** Any information shared among the Parties in connection with any Patent matters shall be fully subject to the confidentiality provisions set forth in Section 15 herein. Furthermore, the Parties agree that any information shared at any time in any relation to any Inter Partes Patent Proceeding, including without limitation, initiating, defending, or settling any Inter Partes Patent Proceeding, is subject to joint defense or similar agreements, which the Parties shall memorialize, in good faith.
- 16.8** MERAL, shall, through in-house or outside attorneys solely of its choice, prepare, file, prosecute, and maintain, and control the preparation, filing, prosecution and maintenance of, all applications for registration of generic names for Compounds pursuant to this Agreement. The Parties hereto expressly agree that the in-house and outside attorneys chosen by MERAL for this purpose are MERAL's counsel and waive any and all actual or potential conflicts of interest with respect thereto. The preparation, filing, prosecution and maintenance of applications for registration of generic names for compounds pursuant to this Agreement, shall be at MERAL's cost.
- 16.9** Except as set out in Section 16.4, SCYNEXIS agrees that the payments described in Exhibit 2 hereinafter are full and complete compensation for all obligations assumed by SCYNEXIS under this Agreement and in full satisfaction of any and all fees and royalties to which SCYNEXIS may be entitled by law or otherwise, including without limitation, the law of any country in which SCYNEXIS is resident during the Term.

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- 16.10** SCYNEXIS represents and warrants that all persons performing Services, be they an employee of SCYNEXIS or a third party engaged by SCYNEXIS, shall be obligated as a matter of law, or shall have entered into agreements with SCYNEXIS obligating them, to assign to SCYNEXIS all rights they may have in Agreement Intellectual Property (whether patentable or not), and works of original authorship.
- 16.11** SCYNEXIS agrees to hold all Agreement Intellectual Property confidential in accordance with Section 15 of this Agreement.
- 16.12** The Parties acknowledge that this Agreement is executory, and that any intellectual property licensed under this Agreement is “licensed intellectual property” for purposes of Section 365(n) of the US Bankruptcy Code and that each licensee under this Agreement shall have the ability to exercise all rights provided by Section 365(n) with respect to the “licensed intellectual property” in any bankruptcy of a licensor under this Agreement.

17. Insurance.

- 17.1** SCYNEXIS represents that SCYNEXIS carries and will maintain during the Term of this Agreement:
- i) Workers’ compensation and automobile liability insurance in conformity with the laws of the state(s) in which the work contemplated by this Agreement is to be done; and
 - ii) Comprehensive general liability insurance and/or an umbrella liability insurance policy, with combined limits sufficient to cover its potential liabilities under this Agreement.
- 17.2** SCYNEXIS shall furnish insurance certificates showing SCYNEXIS’s compliance with this Section upon MERAL’s request.
- 17.3** Should an employee of SCYNEXIS suffer any kind of injury covered by worker’s compensation laws while performing Services under this Agreement, SCYNEXIS represents and warrants that SCYNEXIS’s employee’s injuries will be covered under SCYNEXIS’s worker’s compensation insurance policy.

18. Assignment and Subcontracting.

SCYNEXIS will not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of MERAL provided that, subject to Section 10.5, SCYNEXIS shall be entitled to assign this Agreement to any parent, subsidiary, Affiliate, successor of all or substantially all of its [*] assets or business, or related company of SCYNEXIS, [*]. MERAL reserves the right to assign this Agreement to any parent, subsidiary, Affiliate, successor of all or substantially all of its assets or business, or related company of MERAL. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their Affiliates, and their respective successors and permitted assigns.

19. Representations and Warranties

19.1 Authorization

Each Party represents and warrants to the other Party that it has the legal right and power to enter into this Agreement, to extend the rights and licenses granted to the others in this Agreement, and to fully perform its obligations hereunder, and that the performance of such obligations will not conflict with its charter documents or any agreements, contracts, or other arrangements to which it is a party.

19. SCYNEXIS Intellectual Property Rights

- i) SCYNEXIS represents and warrants that it owns or has the right to use pursuant to license, sublicense, agreement or permission all Intellectual Property individually or in the aggregate, that are material to the operation of its business and are used to render the Services. To the best of its knowledge, SCYNEXIS has not interfered with, infringed or misappropriated any Intellectual Property of third parties. To the best of SCYNEXIS's knowledge, the performance of services by SCYNEXIS hereunder, will not interfere with, infringe or misappropriate any Intellectual Property of third parties. SCYNEXIS represents and warrants that it has not received any charge, complaint, claim, demand or notice alleging any such interference, infringement or misappropriation (including any claim that it must license or refrain from using any Intellectual Property of any third party). To the best knowledge of SCYNEXIS, no third party has interfered with, infringed upon or misappropriated any Intellectual Property of SCYNEXIS.

20. Force Majeure.

Either party shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, weather, disease, war, insurrection, civil strife, riots, government action, curtailment of transportation, or power failure, provided that such performance shall be excused only to the extent of and during such disability. Prompt notice of an inability to perform will be provided to the other party. If such force majeure circumstances occur, the party injured by the other party's inability to perform may elect to (a) terminate this Agreement immediately if such force majeure event is not cured within [*]; and/or (b) suspend this Agreement for the duration of the force majeure circumstances, and then resume performance under this Agreement. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of such circumstances on the injured party.

21. Notices.

Any notice or other communication under this Agreement shall be in writing and shall be effective upon the earlier of (i) actual receipt, (ii) seven (7) days following deposit into the United States mail (certified mail, return receipt requested), (iii) the next business day following deposit with a nationally recognized overnight courier service, or (iv) the same day following transmission of a legible facsimile copy during regular

business hours, in each case with any delivery fees pre-paid and addressed to the party at the address set forth on the first page of this Agreement, Attention General Counsel, or such other address as that party may notify the other from time to time in accordance with this Section.

If to SCYNEXIS, to:
SCYNEXIS, Inc.
P.O. Box 12878 Research Triangle Park,
North Carolina 27709, USA
Attention: General Counsel
Facsimile: +1 919-544-8697

If to Merial, to:
Merial Limited
3239 Satellite Boulevard
Building 500
Duluth, Georgia 30096, USA
Attention: General Counsel
Copy to: Global Head, Intellectual Property
Facsimile: +1 678-638-3886

22. Scope of Agreement.

This Agreement shall constitute the entire understanding of the parties hereto. No modification, amendment or waiver may be accomplished to the terms of this Agreement except in a writing signed by authorized representatives of both parties.

The waiver by a party of a breach of any provision of this Agreement by the other party (a "Breaching Party") shall not operate or be construed as a waiver of any subsequent breach by the Breaching Party. The parties expressly agree that all terms and provisions herein shall be construed and enforced in accordance with the laws of the State of Georgia, without reference to any rules of conflict of laws. The parties agree that the provisions of this Agreement are severable and separate from one another and if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any present or future law, such provision shall be modified to the minimum extent necessary to render it enforceable and to preserve to the fullest extent possible its original scope. The parties further agree that if any provision is held to be invalid, illegal, or unenforceable to such an extent that it cannot be modified and is stricken from the Agreement, the remainder of the Agreement shall be enforceable without regard to the enforceability of any stricken provision.

23. Headings.

Paragraph headings are for convenience of reference only and shall not be considered in the interpretation of this Agreement.

24. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

12/19/2011

CONFIDENTIAL

Page 16

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

MERIAL LIMITED

By: /s/ Jose Barella

Name: Jose Barella

Title: Senior Vice President, Animal Health

SCYNEXIS, INC.

By: /s/ Yves Ribeill

Name: Yves Ribeill

Title: CEO

MERIAL LIMITED

By: /s/ Ellen de Brabander

Name: Ellen de Brabander

Title: Head of Global R&D

12/19/2011

CONFIDENTIAL

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EXHIBIT 1 — SCOPE OF SERVICES

SCYNEXIS shall perform the following Services:

[*]

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EXHIBIT 2 - TERMS

1. The total cost for the Services over the Term of the Agreement is \$[*]. The cost cannot exceed this amount without MERAL's prior written consent. This budget is based on the use of the materials described in the Scope of Services and any other material, supplies, and services necessary to complete the Services.

Payment shall be made in quarterly installments of \$[*]. The quarters will begin on January 1, April 1, July 1 and October 1. The first quarterly installment can be invoiced no sooner than December 1, 2011, after execution of the Agreement by both parties. The remaining installments will be paid by the later of [*] after MERAL's receipt of an invoice from SCYNEXIS or [*] after the start of each quarter and MERAL's receipt of an invoice from SCYNEXIS.

For the avoidance of doubt, MERAL will be responsible for paying third parties engaged by MERAL to provide complimentary services as set out in Section 2.2 above. SCYNEXIS shall be responsible for paying any third parties it engages (with MERAL's prior written approval) to provide the Services. SCYNEXIS shall be responsible for paying for its employees' travel expenses within the United States of America and to and from Europe.

2. Invoices are required for all payments including initial payment and are due [*] days of receipt of invoice. Invoices should be sent to:

Christian Miculka
MERAL LIMITED
3239 Satellite Blvd.
Duluth, GA 30096-4640

Payee Name: **SCYNEXIS, Inc.**

Payment Method: **Wire Transfer**

Complete the following information for wire transfers:

Bank ABA#: [*]

Bank Name: [*]

Bank Address: [*]

Bank Account Number: [*]

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Dated May 10, 2005

(1) Aventis Pharma S.A.

- and -

(2) SCYNEXIS, Inc.

Exclusive World-wide Licence Agreement

THIS AGREEMENT is made as of the 10th day of May 2005

BETWEEN:-

- (1) **SCYNEXIS, Inc.**, a company incorporated under the laws of the state of Delaware, whose principal office is at 3501 C Tricenter Boulevard, Durham, North Carolina, 27713 USA (“Scynexis”); and
- (2) **Aventis Pharma S.A.**, a company incorporated under the laws of France whose registered office is at 20, Avenue Raymond Aron, F-92165 Antony, Cedex, France (“Aventis Pharma”).

BACKGROUND:-

- (A) Aventis Pharma has developed or acquired inventions and know-how concerning cyclosporin derivatives, and owns certain patents relating to such inventions;
- (B) Aventis Pharma also owns stocks of the compound [*], and cultures useful in the preparation of these compounds (biotransformation strain);
- (C) Aventis Pharma and Scynexis Europe Ltd, an Affiliate of Scynexis, entered into an Option Agreement dated 12 March 2004 (“Option Agreement”) under which Aventis Pharma granted Scynexis an option (i) to obtain either an assignment of the entire right, title and interest in such inventions, know-how and patents or an exclusive licence thereto, and (ii) have transferred all stocks of the Compound (as defined below) held by Aventis Pharma. During the term of such Option Agreement, Scynexis has evaluated the Patents, and Know-How and as part of its evaluation, has performed additional work on the Compound notably to analyze the integrity of the Compound by checking purity and stability and to confirm, in vitro, the activity of the Compound on new clinical isolates due to the emergence of new HIV resistant strains which did not exist at the time of the original development of the Compound; and
- (D) Pursuant to the Option Agreement, (1) Aventis Pharma is willing to grant and Scynexis wishes to receive a world-wide, exclusive licence of Aventis Pharma’s

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Know-How, and Patents and (2) Aventis Phatina is willing to sell and Scynexis wishes to purchase Aventis Pharma's Stocks (as defined below), in accordance with and subject to the provisions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:-

1. Definitions

In this Agreement the following words and expressions shall have the following meanings:-

1.1. "Affiliate"

Means :

for Scynexis, any company or other legal entity which, now or hereafter, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with Scynexis. In the case of legal entities having stocks and/or shares, ownership or control shall exist through the direct or indirect ownership and/or control of more than fifty percent of the voting stock or shares. In the case of any other legal entity, ownership and/or control shall exist through the ability to directly or indirectly control the management and/or business of the legal entity;

for Aventis Pharma, any company or other legal entity which, at the Execution Date or subsequently, is directly or indirectly controlled by Aventis Inc having its registered office at 300 Somerset Corporate Blvd — 08807 Bridgewater (USA) — New Jersey (State of incorporation : Pennsylvania — Federal Id Nr : 23-1699163) and/or Hoechst Aktiengesellschaft having its registered office at Braningstr. 50 — 65926 Frankfurt (Germany) (Handelsregister : Lower Court of Frankfurt am Main — Nb of Registration : HR B 14500). In the case of legal entities having stocks and/or shares, ownership or control shall

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- exist through the direct or indirect ownership and/or control of more than fifty percent of the voting stock or shares. In the case of any other legal entity, ownership and/or control shall exist through the ability to directly or indirectly control the management and/or business of the legal entity;
- 1.2. "Ancillary Rights" any copyrights, design rights, database rights and/or similar rights that subsist in the Delivered Documents;
- 1.3. "Assets" the Patents, the Know How, the Ancillary Rights, the Stocks, and the Delivered Documents;
- 1.4. "Biotransformation Strain" the biotransformation strain cultures useful in the preparation of the Compound and more particularly defined in Appendix IV attached to the present agreement and made a part hereof.
- 1.5. "Combination Product" a Product which includes one or more active ingredients other than the Compound in combination with the Compound.
- 1.6. "Compound" a compound, or salt form thereof, covered by a composition of matter claim within the Patents, including [*] or [*].
- 1.7. "Delivered Documents" the documents and files (whether in paper, electronic or other tangible form) containing Information with regards to the Know How and Patents (both as defined below) as listed in the Appendix I attached to the present agreement and made a part hereof .
- 1.8. "Execution Date" the date of this Agreement as written above;
- 1.9. "Granted Patents" granted and/or issued Patents (as defined below);
- 1.10. "Holding Party" the party that under the provisions of Clauses 12.1 and 12.2, does not own the Confidential Material concerned;

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- 1.11. "Information" data, results, know-how, show-how, software, algorithms, inventions, designs, trade secrets, plans, forecasts, analyses, evaluations, research, technical information, concepts, techniques, processes, business information, financial information, business plans, strategies, customer lists, marketing plans, or other information whether oral, in writing, in electronic form or in any other form;
- 1.12. "Infringement" any infringement of the Patents or the Ancillary Rights and/or misuse of the Know How;
- 1.13. "Know How" means any Information controlled by Aventis Pharma or its Affiliates that is necessary or useful for practising the Patents, including copies of relevant portions of lab notebooks, experimental data, research summaries and reports, invention disclosures and internal and external study results, pre-clinical and clinical data, and any process, procedures, manufacturing data, CMC data, batch records, composition, method, trade secret, formula, protocol, technique and data, including but not limited to the Delivered Documents.
- 1.14. "Licensed Rights" the Patents, the Ancillary Rights and the Know How;
- 1.15. "Net Sales Value" the sum of the gross invoice price to third party customers for sales of the Products, less: (i) rebates and discounts actually allowed or given ; (ii) tax included in the invoice or other governmental charges and duties directly related for the sale, transportation or delivery of Products to the extent included in the invoice; (iii) amounts refunded, allowed or credited in connection with shortages or returned or rejected Products; (iii) sales commissions paid to distributors and/or selling agents; (iv) [*] bad debt; and (v) transportation and insurance charges.

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With respect to sales of Combination Products, the Net Sales Value shall be calculated [*]. In the event that a Product is sold only as a Combination Product, the Net Sales Value shall be calculated on the basis of the invoice price of the Combination Product multiplied by a fraction, the numerator of which shall be the [*] of Compound in the Combination Product, and the denominator of which shall be the [*] of all of the active ingredients in the Combination Product. [*] shall be determined in accordance with Scynexis' regular accounting methods;

1.16. "Owning Party"

the party that owns the Confidential Material concerned as specified in Clauses 12.1 and 12.2;

1.17. "Patents"

means

- (a) the patents and patent applications listed in Appendix II attached to the present agreement and made a part hereof,
and any and all foreign counterparts in the world claiming, or entitled to claim, priority from any of the patents and patent applications listed in Appendix II attached to the present Agreement and made a part hereof, and any patents issued or issuing on any of such applications,
- (b) any provisional and non-provisional applications anywhere in the world, including certificates of invention and applications for certificates of invention, claiming the Licensed Rights and any patents issued or issuing on any such applications,
- (c) any continuations, divisions, continuations-in-part, re-

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	examinations, renewals, supplementary protection certificates, patents of addition, utility models of any of the foregoing and any patents issued or issuing thereon, and
	(d) any reissues and extensions of any of the foregoing;
1.18. "Patent Applications"	patent applications within the definition of the Patents;
1.19. "Personnel"	means in respect of a party, its directors, officers, employees, consultants, agents, representatives, contractors and advisors;
1.20. "Products"	any product containing the Compound whose manufacture, sale or use falls within the scope of a Valid Claim.
1.21. "Revocation Proceedings"	any proceedings where the validity, ownership or scope of any of the Patents is at issue including counterclaims for revocation of patents, opposition proceedings and interference proceedings.
1.22. "Quarter"	the quarterly periods ending March 31 st , June 30 th , September 30 th and December 31 st ;
1.23. "Stocks"	all stocks of the Compound owned and/or controlled by Aventis Pharma and/or its Affiliates, the intermediates thereto, the remaining histopathology samples from the pre-clinical studies performed by Aventis Pharma, and the Biotransformation Strain, as in Aventis Pharma's possession at the Execution Date, which are mainly listed in Appendix III attached to the present agreement and made a part hereof;
1.24. "Sub-Licensee"	any third party to whom Scynexis has granted a sub-licence under the Licensed Rights;
1.25. "Valid Claim"	any claim contained in a subsisting Granted Patent that has not been held invalid or unenforceable by a final decision of a

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court or other government agency of competent jurisdiction that is unappealable or has not been appealed within the time allowed for appeal and which has not been admitted to be invalid or unenforceable through reissue disclaimer or otherwise.

2. Licence

- 2.1. Aventis Pharma hereby grants to Scynexis, with the right to grant sub-licences :
- (i) an exclusive world-wide licence under the Patents, and
 - (ii) an exclusive world-wide licence under the Know-How and Ancillary Rights in the field of [*], and
 - (iii) a non-exclusive world-wide licence under the Know-How and Ancillary Rights in all fields outside the field of [*];
- to research, develop, manufacture, import, market, use, sell, and supply products and to perform any other act that would infringe the Licensed Rights, were it not for the grant hereunder.
- 2.2. Aventis Pharma shall upon Scynexis' reasonable request promptly execute all documents (including executing formal licences) as may be necessary to give effect to the licences granted hereunder and to record Scynexis as the exclusive licensee of the Licensed Rights in any country where necessary to exercise the rights under the Patents licensed hereunder.
- 2.3. Within [*] after the Execution Date, Aventis Pharma shall transfer and deliver to Scynexis in good order complete copies of the patent prosecution files and copies of original title documents relating to the Patents including the original patent office filing receipts, original certificates on grant or issue and original renewal certificates.
- 2.4. Scynexis shall undertake reasonable commercial efforts to develop, register and commercialize a Product.

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- 2.5. Within [*] after the Execution Date, Aventis Pharma shall deliver to Scynexis copies of all documents and files (whether in paper, electronic form or otherwise) in the possession or control of Aventis Pharma and/or its Affiliates containing the Know How as well as the Delivered Documents listed in the Appendix I attached to the present agreement.

3. Stocks

- 3.1. On the Execution Date, Aventis Pharma shall sell and Scynexis shall purchase all right, title and interest in the Stocks. Aventis Pharma makes no representation with regard to purity or biological activity of the Stocks provided. Scynexis acknowledges that the Stocks are sold without any express or implied warranty, including any warranty of satisfactory quality or fitness for a particular purpose, and Aventis Pharma makes no representation or warranty that the use of the Stocks will not infringe any patent, copyright, trade mark or other proprietary right of a third party. All warranties are hereby excluded to the extent permitted by law.
- 3.2. Within a reasonable period of time, and no later than [*] after the Execution Date, Aventis Pharma shall deliver the Stocks to Scynexis "Ex Works" (INCOTERMS 2000) at the Aventis Pharma premises in Vitry, France. Scynexis shall be responsible for arranging at Scynexis' expense, transportation, packaging and insurance of the Stocks.
- 3.3. Aventis Pharma will use its best efforts to provide Scynexis with the protocol(s) in Aventis Pharma's possession concerning the handling, storage and safety of the Stocks, which protocols are listed in Appendix I, within [*] after the Execution Date.

4. Technology Transfer/Non-Exclusive License Grant

- 4.1. Aventis Pharma agrees to exert reasonable efforts to:
- 4.1.1. respond to reasonable enquiries made by Scynexis in respect of the Assets provided that scientists who worked on the Compound within Aventis Pharma are still available, and provided further that Aventis Pharma shall not be

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required to carry out any further research or experiment in order to respond to any such enquiry;

- 4.1.2. procure that a Aventis Phamia contact person is reasonably available for telephone discussions, and, if reasonably necessary, meetings with Scynexis at the Aventis Pharma facilities; For the purpose of this Agreement, the Aventis Pharma contact person shall be [*], and
- 4.1.3. as and when reasonably requested by Scynexis, provide copies of any documents or files in the possession or control of Aventis Pharma or its Affiliates that may reasonably assist Scynexis with its understanding of the Assets, provided that Aventis Pharma shall not be required to provide copies of any documents or files in breach of a duty of confidence owed to a third party.
- 4.2. In the event that the development, making, having made, use, or sale of Compound or Products by Scynexis, its Affiliates or Sub-Licensees would infringe any intellectual property (other than the Licensed Rights) which at the Execution Date, Aventis Pharma and/or its Affiliates own or have the right to license, Aventis Pharma hereby grants to Scynexis, a non-exclusive, world-wide, royalty-free, sub-licenseable license under such intellectual property solely for Scynexis, and its Affiliates and Sub-Licensees to develop, make, have made, use and sell such Compound and Products.

5. Payments

- 5.1. In consideration of the licence set out in Clause 2.1, the provision of the Delivered Documents pursuant to clause 2.5 of the present agreement and the sale of the Stocks pursuant to clause 3 of the present agreement, Scynexis shall pay to Aventis Pharma during the term hereof;
 - 5.1.1. the sum of [*] United States dollars (US \$ [*]) within [*] after the Execution Date.
 - 5.1.2. the following milestone payments which shall be paid within [*] after the date that the milestone is obtained:

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<u>Milestone</u>		<u>Milestone Payment</u>
[*]	[*]	[*]
[*]	[*]	[*]

5.1.3. a royalty consisting of a percentage of the Net Sales Value of Products sold by Scynexis or any Affiliate of Scynexis in a given calendar year in accordance with the conditions set forth below :

a) for sales in any country where there is a Valid Claim, Scynexis shall pay to Aventis Pharma a royalty as defined in the table below (“Scynexis Royalty Rate”):

<u>Annual Net Sales Value of the Products sold by Scynexis or any Affiliate of Scynexis in such countries</u>	<u>Scynexis Royalty Rate due by Scynexis</u>
On the portion of sales which is less than or equal to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by Scynexis or any Affiliate of Scynexis in such countries
On the portion of sales which is above [*] to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by Scynexis or any Affiliate of Scynexis in such countries
On the portion of sales which is above [*] US Dollars to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by Scynexis or any Affiliate of Scynexis in such countries

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On the portion of sales which is above [*] US Dollars to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by Scynexis or any Affiliate of Scynexis in such countries
On the portion of sales which is above [*] US Dollars to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by Scynexis or any Affiliate of Scynexis in such countries
On the portion of sales which is greater than [*] US Dollars	[*] % of the Net Sales Value of the Products sold by Scynexis or any Affiliate of Scynexis in such countries

5.1.4. a royalty consisting of a percentage of the Net Sales Value of all Products sold by a Sub-Licensee in a given calendar year in accordance with the conditions set forth below :

- a) for sales in any country where there is a Valid Claim, Scynexis shall pay to Aventis Pharma a royalty as defined in the table below (“Sub-Licensee Royalty Rate”):

<u>Annual Net Sales Value of the Products sold by a Sub-Licensee in such countries</u>	<u>Sub-Licensee Royalty Rate due by Scynexis</u>
On the portion of sales which is less than or equal to [*] US Dollars inclusive	[*]% of the Net Sales Value of the Products sold by a Sub-Licensee in such countries

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On the portion of sales which is above [*] to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by a Sub-Licensee in such countries
On the portion of sales which is above [*] US Dollars to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by a Sub-Licensee in such countries
On the portion of sales which is above [*] US Dollars to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by a Sub-Licensee in such countries
On the portion of sales which is above [*] US Dollars to [*] US Dollars inclusive	[*] % of the Net Sales Value of the Products sold by a Sub-Licensee in such countries
On the portion of sales which is greater than [*] US Dollars	[*] % of the Net Sales Value of the Products sold by a Sub-Licensee in such countries

5.2. In no circumstances shall Scynexis be required to pay Aventis Pharma a royalty in respect of a unit of Product under both Clauses 5.1.3 and 5.1.4. For clarity, with respect to the distinction of the situation of a sub-license and a collaboration which does not entail a sub-license, the parties agree that:

- (i) where a Product is supplied by Scynexis, its Affiliates or on behalf of Scynexis or its Affiliates to a third party which then commercializes the Product, royalties in respect of that Product shall be paid under Clause 5.1.3.
- (ii) Where a Product is manufactured by or on behalf of a Sub-Licensee, royalties achieved by the Sub-Licensee in respect of that Product sales shall be paid under Clause 5.1.4.

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- 5.3. In the event that Scynexis, its Affiliates or a Sub-Licensee sell Compound in bulk form rather than Product in packaged form (e.g., for use in combination with another active ingredient) to an independent third party, and Scynexis does not participate in any proceeds of the sales of the corresponding finished product, the royalty obligations of this Clause 5 shall be [*].
- 5.4. If a compulsory license is granted to a third party with respect to a Product in any country with a royalty rate lower than the royalty rate provided in this Clause 5, then the royalty rate to be paid to Aventis Pharma in that country shall be [*].
- 5.5. If laws, rules or regulations require withholding of taxes imposed upon the payments set forth in this Agreement, Scynexis shall subtract such withholding payments from the payments due to Aventis Pharma set forth in this Clause 5 and shall provide Aventis Pharma with documentation to allow Aventis Pharma to recover such withholding payment.
- 5.6. All royalties described in this Clause 5 are subject to the following conditions;
- 5.6.1. no royalties shall be due upon the sale or transfer among Scynexis, its Affiliates or Sub-Licensees, but in such cases the royalty shall be due and calculated upon Scynexis' or its Affiliate's or Sub-Licensee's Net Sales Value to the first independent third party; and
- 5.6.2. no royalties shall accrue on the disposition of Products in reasonable quantities by Scynexis, its Affiliates and Sub-Licensees as samples (promotional or otherwise) or as donations (for example, to non-profit institutions or government agencies for a non-commercial purpose).
- 5.7. The parties hereto hereby acknowledge that pursuant to [*], Scynexis has certain obligations to [*] with respect to [*] of [*]. Should, following [*], Scynexis wish to [*] for the [*] and/or [*], Scynexis shall inform Aventis Pharma in writing in advance and provide Aventis Pharma with all information reasonably needed by Aventis Pharma to establish its interest to [*] to [*], upon terms and conditions to be negotiated in good faith. Aventis Pharma shall have [*] from receipt of such information to inform Scynexis in writing whether it wishes to [*]. In the event that

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Aventis Pharma confirms its interest, but Aventis Pharma and Scynexis [*] within [*] from the start of negotiations, Scynexis shall be free to [*]. Notwithstanding the above, the parties hereby acknowledge that pursuant to the [*], Scynexis will [*] unless [*]. Should the negotiations between Aventis Pharma and Scynexis be terminated because Scynexis has informed Aventis Pharma that [*] are [*], in case Aventis Pharma wishes to [*] of [*], Aventis Pharma may [*] (e.g. [*] or [*]) [*] to [*] and [*] Aventis Pharma (without [*] and [*]) (hereinafter the "[*]"). Such [*] shall [*] as those set forth in the present Agreement with regards to [*] (hereinafter referred to as "[*]") and to other [*] of the Parties (as defined below). [*] the terms and conditions [*] shall be [*].

6. Payment Terms

- 6.1. Starting from when any of Scynexis, its Affiliates and/or a Sub-Licensee first puts the Product on the market for commercial sale in a country and for the time period royalties are due in compliance with article 5 of the present agreement, on a country by country basis, Scynexis shall, within [*] of the end of each Quarter,
 - 6.1.1. provide Aventis Pharma with a royalty [*] for the preceding Quarter setting out the royalties payable in respect of sales of Products made during that Quarter under Clause 5; and
 - 6.1.2. pay the sums due to Aventis Pharma as set forth in such royalty statement.
- 6.2. All sums payable under this Agreement shall be paid in US Dollars by wire transfer to Aventis Pharma' bank account, details of which Aventis Pharma shall notify to Scynexis from time to time in writing.
- 6.3. If Products are sold or supplied by Scynexis, its Affiliates and/or Sub-Licensees in a currency other than US Dollars, the royalties payable in respect of such sales under this Agreement shall be first determined in the currency of invoice and then converted into US Dollars at the average daily open market currency rate (commercial selling rate) as quoted in the Wall Street Journal fixing rate, issued by Reuters at 3 p.m. New York time, for the Quarter in which such sales took place.

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7. Records and Audits

- 7.1. Scynexis shall keep and shall cause its Affiliates to keep at its normal place of business records and books of account showing the quantity, description and value of all Products sold by Scynexis and its Affiliates in each country for a period of [*] after the sale took place.
- 7.2. Scynexis shall make its records and books of account available and shall ensure that its Affiliates make their records and books of account available for inspection during normal business hours by an independent accountant appointed by Aventis Pharma for the purpose of verifying the accuracy of any royalty-statement provided by Scynexis or its Affiliates to Aventis Pharma pursuant to Clause 6.1 in the previous [*] provided that the accountant enters into a binding confidentiality agreement with Scynexis and or its Affiliate in the form reasonably requested by Scynexis or its Affiliate.
- 7.3. Aventis Pharma shall be entitled to have inspections carried out pursuant to Clause 7.2 [*] by giving Scynexis and/or its Affiliate [*] written notice prior to each inspection.
- 7.4. Aventis Pharma shall bear the cost of carrying out the inspections referred to in Clause 7.3. unless there is an error of more than [*] in any royalty statement provided by Scynexis or its Affiliate, in which case Scynexis or its Affiliate shall promptly pay to Aventis Pharma the accountants' reasonable fees for making the relevant inspection. If Aventis Pharma' inspection shows that Scynexis or its Affiliate has paid more than the amounts properly due under this Agreement, then Scynexis or its Affiliate shall be entitled to deduct such excess from the future sums payable to Aventis Pharma under this Agreement. If Aventis Pharma's inspection reveals a deficit then Scynexis or its Affiliate as appropriate shall promptly pay the deficit.
- 7.5. Scynexis will impose record keeping and audit obligations on any Sub-Licensee, such that Scynexis will be entitled to audit the royalty statements of any such Sub-Licensee in a manner similar to that described in this Clause 7.

8. Representations and Warranties

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- 8.1. Each party represents and warrants to the other that it has the legal right and power to enter into this Agreement and to fully perform its obligations hereunder.
- 8.2. Aventis Pharma represents and warrants to Scynexis that as of the Execution Date:
- 8.2.1. the Patents exist and, to the best of Aventis Pharma's knowledge, the Patents are not invalid or unenforceable in whole or in part;
 - 8.2.2. Aventis Pharma has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest in the Assets, and it has not granted any licence or rights relating to the Assets nor is it under any obligation to do so;
 - 8.2.3. Aventis Pharma is the sole and exclusive owner of the Assets, all of the Assets are free and clear of any liens, charges and encumbrances, and no third party has any claim of ownership or any rights with respect of the Assets;
 - 8.2.4. to the best of Aventis Pharma's knowledge, the practice of the inventions disclosed in the Patents and Know How does not interfere with or infringe any intellectual property rights owned or possessed by any third party [*];
 - 8.2.5. to the best of Aventis Pharma's knowledge, there are no notices of infringement against Aventis Pharma, or claims, judgments or settlements against or owned by Aventis Pharma, or pending or threatened claims or litigation, relating to the Assets;
 - 8.2.6. to the best of Aventis Pharma's knowledge, there are presently no third parties which are infringing the Patents;
 - 8.2.7. to the best of Aventis Pharma's knowledge, use of the Compound will not violate any law, rule or regulation;
 - 8.2.8. Aventis Pharma has disclosed to Scynexis all reasonably relevant information regarding the Assets which Aventis Pharma had in its possession. Furthermore, Scynexis confirms that during the term of the Option

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Agreement, Scynexis was permitted to conduct due diligence with the assistance of Aventis Pharma Personnel.

- 8.3. All payments due in respect of the prosecution, maintenance and renewal of the Patents have been paid in full at the Execution Date.
- 8.4. Aventis Pharma owns or controls at least [*] of Stocks (net of all packaging).
- 8.5. Scynexis confirms that [*] and [*].
- 8.6. Except as stated in Clauses 8.1 and 8.2, Aventis Pharma expressly disclaims any implied warranties of merchantability or fitness for a particular purpose of any Stocks provided to Scynexis by Aventis Pharma hereunder.
- 8.7. In no event shall Aventis Pharma be liable for any use by Scynexis, its Personnel, its Sub-Licensee and its Affiliates of the Stocks, or any loss, claim, damage or liability that may result from the use, handling, storage or disposal of Stocks, except to the extent such claims or losses are attributable to Aventis Pharma' negligence or intentional misconduct.

9. Limitation of Liability and Indemnity

- 9.1. Scynexis shall assume all risks associated with the development, manufacture, use and supply of the Products by Scynexis, its Affiliates and its Sub-Licensees and shall be responsible for all third party claims relating to such Products including claims based upon product liability laws.
- 9.2. Scynexis shall fully indemnify, and at all times keep Aventis Pharma, its Affiliates and their Personnel fully indemnified, against any and all liability, damages, claims, proceedings and/or expenses (including legal expenses and expert's fees) arising out of or in connection with:-
 - 9.2.1. any research, development, manufacture, use, distribution, supply and or sale of the Products and/or the Stocks and/or Compounds by Scynexis or its Affiliates or its Sub-Licensees; and/or

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- 9.2.2. any possession or use by a third party of the Products manufactured and/or supplied and/or sold by or on behalf of Scynexis, or its Affiliates or its Sub-Licensees and/or of the Stocks and/or Compounds; and/or
- 9.2.3. a breach of any of the warranties and representations given by Scynexis, pursuant to Clause 8.1 or any of its obligations under this agreement.
- 9.3. Aventis Pharma shall fully indemnify and at all times keep Scynexis, its Affiliates and their Personnel fully indemnified, against any and all liability, damages, claims, proceedings, expenses (including legal expenses and expert's fees) arising out of or in connection with a breach of any of the warranties and representations given by Aventis Pharma pursuant to Clauses 8.1 and 8.2.
- 9.4. Where in this Agreement a party (the "Party Giving the Indemnity") gives an indemnity to the other party (the "Party Receiving the Indemnity"), such indemnity shall be subject to the following conditions:-
- 9.4.1. the Party Receiving the Indemnity shall notify the Party Giving the Indemnity of any claim or action covered by the relevant indemnity (a "Claim") within [*] of becoming aware of the Claim;
- 9.4.2. the Claim does not arise as a consequence of any breach of this Agreement by the Party Receiving the Indemnity and/or from any negligence or misconduct by the Party Receiving the Indemnity;
- 9.4.3. the Party Giving the Indemnity is given sole conduct of the defence and settlement of any Claim;
- 9.4.4. the Party Receiving the Indemnity does not at any time prejudice the defence of the Claim and;
- 9.4.5. the Party Receiving the Indemnity provides the Party Giving the Indemnity (at the cost of the Party Giving the Indemnity) with such assistance, documents, authority and information as the Party Giving the Indemnity may

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reasonably require in relation to the Claim and the defence or settlement of the Claim.

9.5. Neither party shall be liable for any indirect loss or damage arising out of this Agreement or any breach of it.

10. Infringement of the Licensed Rights

10.1. Infringement by Third Parties.

(a) Each Party shall promptly inform the other Party upon becoming aware of any Infringement or unauthorised use of the Licensed Rights, which is occurring, threatened to occur or similar.

(b) In the event of any Infringement or unauthorized use referred to in Section 10.1(a), [*] or its Affiliate shall have the first right (but not the obligation) to institute and control an action based on such Infringement or unauthorized use and shall be responsible for the cost of such action. [*] shall provide, against refund of its reasonable out-of-pocket expenses, to [*] or its Affiliates all assistance reasonably required to engage and pursue such proceedings to a satisfactory conclusion. [*] shall not, without the prior written consent of [*], make any admission as to liability or agreement to any settlement or compromise relating to such proceedings to the extent that such settlement or compromise would [*] under this Agreement or otherwise [*] or otherwise [*] hereunder.

(c) If [*] notifies [*] in writing that it decided not to take action against the infringer, or if within [*] of notification of the Infringement or unauthorized use [*] has taken no action to enjoin or address such Infringement or unauthorized use, [*] shall have the right, but not the obligation, to prosecute an infringement action at [*] own cost and expense.

(d) Each Party shall execute all necessary and proper documents and take such action as shall be reasonably appropriate to allow the other Party to institute and prosecute any action for Infringement or unauthorised use which that

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other Party is permitted to institute and prosecute under this Section 10.1, and in the case of section 10.1 (c), [*] shall, if reasonably required, [*] or [*] any such proceedings to enable [*] to conduct the proceedings.

- (e) Any award or other consideration paid by third parties as a result of an infringement action shall [*].

10.2. Allegations of Infringement.

In the event of any claim against Aventis Pharma and/or any of its Affiliates and/or against Scynexis and/or any of its Affiliates that the use of the Licensed Rights would infringe or make unauthorised use of any third party's know-how, patents or other intellectual property rights, the Party against whom such claim is made (the "Claim Recipient") shall notify the other Party as promptly as possible. The Claim Recipient shall have the right to assume full responsibility, at its sole expense, for the defense of such claim and to make any offer or agree any settlement of such claim. The Claim Recipient shall not take any action which would be detrimental to the other Party's interests. The other Party shall provide, against refund of cash expenses, the Claim Recipient and/or its Affiliates with all assistance reasonably required by them to engage and pursue such claim or any proceedings resulting from such claim to a satisfactory conclusion.

10.3. Invalidity or Nullity.

- (a) Each Party shall promptly inform the other Party of any proceedings brought by a third party based on the invalidity or nullity of any Licensed Right including, without limitation, any action instituted by way of counterclaim in an action for Infringement of that Licensed Right.
- (b) [*] shall have the first right (but not the obligation) to control the defense of any nullity or invalidity proceedings referred to in Section 10.3(a) above. [*] shall assist and cooperate with [*] to the extent reasonably necessary in the defense of such proceedings and against reimbursement of [*] reasonable out of pocket expenses including, without limitation, executing all such documents and take all such steps as are reasonably necessary to enable [*] to

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control the defense of such proceedings (including, without limitation, [*] or [*] such suit or proceedings). [*] shall not, in the case when the [*] is affected, without the express prior written consent of [*], make any admission as to [*] or agree to any settlement or compromise relating to any such proceedings. In addition, with respect to any such proceeding when the [*] is affected, [*] shall not, without the express prior written consent of [*], make any admission as to [*] or agreement to any settlement or compromise relating to such proceedings to the extent that such settlement or compromise [*] or otherwise [*].

- (c) If [*] notifies [*] in writing that it decided not to defend any proceedings referred to in Section 10.3(a) above, or if [*] has not instituted any defense of any nullity or invalidity proceedings referred to in Section 10.3(a) above within [*] after such proceedings have been instituted, [*] shall have the right (but not the obligation) to control the defense of such proceedings at [*] own cost and expense.
- (d) Without prejudice to Sections 10.3(b) and (c), the Party that controls the defense of any proceedings referred to in Section 10.3(a) shall keep the other Party fully informed as to the conduct of such proceedings and shall in good faith:
 - (i) consult with the other Party in relation to any decision which may affect the scope of protection conferred by the Licensed Rights including, without limitation, decisions as to strategy and settlement; and
 - (ii) provide the other Party with all information reasonably necessary for such other Party to be able to consider and give an informed opinion to the Party on, and take into account all opinions and suggestions of the other Party relating to, any decision referred to in Section 10.3(d)(i) above.

11. Prosecution and Maintenance of the Patents

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- 11.1. [*] shall, at its own cost and expense, prosecute, defend in compliance with Clause 10 above, and maintain the Patents.
 - 11.2. [*] shall have the right to comment on all substantive communications with any national patent office in respect of the Patents and [*] shall reasonably consider such comments.
 - 11.3. Without prejudice to Clause 11.2, [*] shall promptly provide [*] with a copy of all relevant correspondence sent by [*] following the Execution Date to any patent agent (whether internal or external) in connection with the Patents and shall instruct any patent agent dealing with the Patents (whether internal or external) to promptly provide [*] with a copy of all correspondence sent by such patent agent (whether sent to a patent office, [*] or any other third party) in connection with the Patents.
 - 11.4. Subject to Clause 10, [*] shall, at its own expense, defend any Revocation Proceedings. [*] shall at all times consult with [*] on the conduct of such proceedings and shall [*] in connection therewith.
 - 11.5. Aventis Pharma shall not assign or otherwise transfer any right, title or interest in the Patents, the Ancillary Rights or the Know How to any third party other than its Affiliates without the prior written consent of Scynexis.

12. Confidential Material

- 12.1. In this Agreement, "Confidential Material" owned by Scynexis shall, subject to Clause 12.3, mean the Stocks, the License Deal Confidential Information, and all Information disclosed by Scynexis or any of its Affiliates to Aventis Pharma or any of its Affiliates on or after the Execution Date or pursuant the Option. Agreement; and/or
- 12.2. In this Agreement, "Confidential Material" owned by Aventis Pharma shall, subject to Clause 12.3, mean all Information disclosed by Aventis Pharma or any of its Affiliates to Scynexis or any of its Affiliates on or after the Execution Date or pursuant the Option Agreement including without limitation the Know-How and the

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Biotransformation Strain, but excluding the Stocks (except the Biotransformation Strain).

- 12.3. In this Agreement, "Confidential Material" shall not include any Information which the Holding Party can prove:-
- 12.3.1. is or becomes public knowledge through no improper conduct on the part of the Holding Party, its Affiliates and/or their respective Personnel;
 - 12.3.2. is already lawfully possessed by the Holding Party and/or its Affiliates without any obligations of confidentiality or restrictions on use prior to the Holding Party first receiving it from the Owning Party and/or
 - 12.3.3. is obtained subsequently by the Holding Party and/or its Affiliates from a third party without any obligations of confidentiality and such third party is in lawful possession of such information or materials and not in violation of any contractual or legal obligation to maintain the confidentiality of such information or materials.
- 12.4. The Holding Party shall treat and shall cause its Affiliates and Sub-Licensees if relevant to treat, all Confidential Material owned by the other party as secret and confidential and shall not use, copy or disclose to any third party any Confidential Material owned by the other party except that:-
- 12.4.1. Scynexis may use and disclose Confidential Material owned by Aventis Pharma and/or its Affiliates as reasonably necessary to exploit the Licensed Rights and/or the Assets and notably to its Affiliates, Sub-Licensees and sub-contractors, provided that such Affiliates, Sub-Licensees and sub-contractors are bound by restriction of use and confidential obligations similar as those set forth in the present agreement ("Authorized Holding Third Parties");
 - 12.4.2. Aventis Pharma may use and disclose Confidential Material owned by Scynexis as reasonably necessary to enforce its rights under this Agreement provided that Aventis Pharma shall not disclose confidential information

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concerning development and/or sales of the Products without the prior written consent of Scynexis (except if legally required).

- 12.4.3. the Holding Party may disclose Confidential Material owned by the other party to those of its Personnel, Affiliates, sub-contractors and Sub-Licensees to whom such disclosure is reasonably necessary (and only disclose that part of the Confidential Material owned by the other party whose disclosure is reasonably necessary) provided that the Holding Party shall remain responsible for procuring that its Personnel, Affiliates, sub-contractors and Sub-Licensees are bound by restriction of use and confidential obligations similar as those set forth in the present agreement and also do not further disclose and/or use the Confidential Material owned by the other party for any other purpose;
 - 12.4.4. after giving written notice to the Owing Party, the Holding Party may disclose any part of the Confidential Material owned by the other party solely to the extent that it is legally required to do so pursuant to an order of a court of competent jurisdiction or governmental authority provided that the Holding Party shall use its best endeavours to limit such disclosure and to provide the Owing Party with an opportunity to make representations to the relevant court or governmental authority; and/or
 - 12.4.5. For the avoidance of doubt, the parties hereby confirm that Scynexis and its Affiliates, Sub-Licensees and sub-contractors may disclose Confidential Material owned by Aventis Pharma and its Affiliates to regulatory authorities as reasonably useful to obtain regulatory and marketing approval(s) for Product(s).
- 12.5. All documents, materials and other items (including items in electronic form), and any intellectual property rights therein, provided by the Owing Party to the Holding Party containing Confidential Material shall remain the absolute property of the Owing Party.

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- 12.6. The Holding Party shall, and Scynexis shall ensure that any Authorized Holding Third Parties shall maintain at all times, documents, materials and other items (including items in electronic form) containing Confidential Material owned by the other party and any copies thereof, in a secure fashion by taking reasonable measures to protect them from theft and unauthorised copying, disclosure and without prejudice to the foregoing shall exercise at least the same degree of care to prevent unauthorised disclosure and/or use of the Confidential Material owned by the other party as the Holding Party exercises in respect of its own confidential material of like importance.
- 12.7. The Holding Party shall notify the Owing Party immediately if the Holding Party becomes aware of any unauthorised use or disclosure of, or any unauthorised access to or of any theft or loss of any copies of any Confidential Material owned by the other party.
- 12.8. The provisions of this Clause 12 shall continue for [*] and shall, for the avoidance of doubt, survive termination or expiry of this Agreement.
- 12.9. Scynexis shall ensure that any and all Authorized Holding Third Parties will be bound by similar obligations as those set forth in the articles 12.3 to 12.8 with regards to the Confidential Material owned by Aventis Pharma as defined in the article 12.2 of the present agreement.
- 12.10. Scynexis shall disclose to the Independent Auditor such Confidential Material as the Independent Auditor may need to carry out its assignment as described in Clause 5.7, provided that the Independent Auditor shall enter into a confidentiality agreement in accordance with the provisions of Clauses 5.7 and 12 hereof.

13. Expiry and Termination

Commencement and Expiry

- 13.1. This Agreement shall commence on the Execution Date and unless terminated earlier in accordance with its provisions, this Agreement shall expire on a country by country basis upon expiry of all the Valid Claims.

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Termination by Scynexis

- 13.2. Scynexis may terminate this Agreement forthwith by giving Aventis Pharma immediate written notice of termination if Aventis Pharma commits a material breach of any provision of this Agreement and, having been notified of such breach, fails to remedy it within [*] of notification.
- 13.3. Scynexis may terminate this Agreement at any time without cause by giving Aventis Pharma [*] notice of termination.

Termination by Aventis Pharma

- 13.4. This Agreement may not be terminated by Aventis Pharma unless Scynexis has committed a serious breach of this Agreement. If Scynexis commits a serious breach of this Agreement, Aventis Pharma shall notify Scynexis specifying the breach. If Scynexis fails to remedy the breach within [*] of receiving notice from Aventis Pharma then Aventis Pharma may apply to the court for an order that the Agreement be terminated. However, in case Scynexis does not pay the royalties and milestones due to Aventis Pharma in accordance with the terms and conditions set forth in the present Agreement, Aventis Pharma shall notify Scynexis specifying the breach and if Scynexis fails to remedy this breach within [*] of receiving notice from Aventis Pharma, then Aventis Pharma may terminate this Agreement forthwith by giving Scynexis immediate written notice of termination.
- 13.5. For purpose of Clause 13.4, “serious breach” shall mean a breach:-
- 13.5.1. for which damages would not be an effective or adequate remedy; and
- 13.5.2. that has caused loss to Aventis Pharma and/or its Affiliates comparable with the loss that would be caused to Scynexis if this Agreement were to be terminated.
- 13.6. It is already understood between the parties that a breach by Scynexis of its obligations as set forth in the article [*] of this agreement shall be considered as a serious breach.

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- 13.7. Nothing in Clause 13.4 or 13.5 shall prejudice Aventis Pharma's right to damages in respect of any breach of this Agreement by Scynexis.
- 13.8. Aventis Pharma may terminate this Agreement forthwith by giving Scynexis immediate written notice of termination if either of the following events occur:
- 13.8.1. an order is made or a resolution passed for the winding up of Scynexis (other than for the purpose of a solvent scheme of reconstruction or amalgamation); or
- 13.8.2. a liquidator is appointed in respect of the assets and business of Scynexis.

14. Consequences of Expiry Or Termination

Consequences of Expiry according to provisions of section 13.1 of this Agreement

- 14.1. On expiry of this Agreement in accordance with the provisions of section 13.1 of this Agreement, Scynexis shall have a fully paid-up, royalty free, world-wide, exclusive licence in the field of [*] and a non-exclusive license outside this field, with the right to grant sub-licences, under the Know-How and the Ancillary Rights to research, develop, manufacture, import, market, use, sell, and supply products and to perform any other act that would infringe the Know How or the Ancillary Rights, were it not for this licence.

Consequences of Expiry or Termination

- 14.2. On expiry or termination of this Agreement for any reason:-
- 14.2.1. Scynexis shall within [*] of the date of termination or expiry pay to Aventis Pharma all sums due to it under this Agreement in respect of the period up to and including the date of termination including any royalties payable on Products, and/or Combination Products and/or Compounds sold prior to or on the date of termination;
- 14.2.2. any rights or remedies of each of the parties arising from any breach of this Agreement shall continue to be enforceable;

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- 14.2.3. the following provisions shall continue in full force and effect: Clause 1 (Definitions), Clause 6 (Payment Terms) in respect of Royalties payable pursuant to Clause 14.2.1, Clause 12 (Confidential Material), Clause 14 (Consequences of Expiry or Termination) and Clause 15 (General).
- 14.3. On termination of this Agreement by Scynexis without cause pursuant to Clause 13.3, the licence granted under Clause 2.1 shall terminate automatically and Scynexis shall, and shall procure that its Affiliates and Sub-Licensees shall, forthwith cease all activities requiring a licence under this Agreement save that Scynexis, its Affiliates and the Sub-Licensees shall be entitled to sell and dispose of any stock of finished Products or Compounds in existence on or prior to the date of termination of the Agreement.
- 14.4. On termination of this Agreement by Aventis Pharma pursuant to Clause 13.4 or Clause 13.8:
- (i) the license granted under Clause 2.1 shall terminate automatically and Scynexis shall, and shall procure that its Affiliates, forthwith cease all activities requiring a licence under this Agreement save that Scynexis and its Affiliates shall be entitled to sell and dispose of any stock of Products or Compounds in existence on or prior to the date of termination of the Agreement; and
 - (ii) in the event that Scynexis has sublicensed the Product to Sub-Licensee(s), Aventis Pharma shall grant to each Sub-Licensee a licence on terms equivalent to the sub-licence agreement between such Sub-Licensee and Scynexis in respect of the Patents, Ancillary Rights and Know How, provided however that such Sub-Licensee is acceptable to Aventis Pharma (such acceptance not to be unreasonably withheld), and provided further that the terms of the sub-licence between such Sub-Licensee and Scynexis are not less favourable to Aventis Pharma than the licence terms contained in the present Agreement.

15. General

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15.1. In this Agreement:-

15.1.1. "including" means including without limitation; "include" and "includes" shall be construed accordingly.

15.1.2. the headings are for convenience only and shall not affect the interpretation of this Agreement.

15.2. Any notice or other communication given under this Agreement shall be in writing in English and shall be:-

15.2.1. delivered by hand or by courier ; or

15.2.2. sent by pre-paid airmail with return receipt; or

15.2.3. sent by fax (confirmed by pre-paid airmail placed in the post on or on the day after the date of transmission);

to the address or the fax number set out below or to such other address or fax number as may from time to time be notified to the other party in writing.

Notices to Scynexis:

Director of Business Development
SCYNEXIS, Inc.
Post Office Box 12878
Research Triangle Park
North Carolina, 27709-2878
USA
Fax : +1 919 544 8697

General Counsel
SCYNEXIS, Inc.
Post Office Box 12878
Research Triangle Park
North Carolina, 27709-2878
USA
Fax : +1 919 544 8697

Notices to Aventis Pharma:

Senior Director
Corporate Development
Technology and Licensing &
Alliances

Copy to:

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Aventis Pharma.
Centre de Recherche de Paris
13, Quai Jules Guesde
F- 94400 Vitry-sur-Seine
France
Fax: +33 1 58 93 33 48

Copy to:
Legal Department
Sanofi-Aventis
174 Avenue de France
75013 Paris
Fax : 33 (1) 53 77 49 77

- 15.3. Any notice given under Clause 15.2 shall be deemed to have been received:-
- 15.3.1. on the date of delivery if delivered by hand or by courier prior to 5:00 pm on a business day, otherwise on the next business day following the date of delivery;
 - 15.3.2. on the fourth business day from and including the day of posting in the case of pre-paid airmail; or
 - 15.3.3. on the next business day following the day of transmission in the case of facsimile (confirmed by pre-paid first class post/airmail as provided above).
- 15.4. In Clause 15.3 business day shall mean a day that is not Saturday, Sunday and/or a public holiday in the country to which the notice is sent.
- 15.5. If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the parties hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. The judicial or other competent authority making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases as necessary to render, such provision enforceable.

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- 15.6. Failure or delay by either party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion.
- 15.7. This Agreement and all its Appendixes attached constitute the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes all prior oral or written agreements, representations, understandings or arrangements between the parties relating to the subject matter of this Agreement, including the provisions of the Option Agreement with effect as of the Execution Date.
- 15.8. No provision of this Agreement shall operate to:-
- 15.8.1. exclude any provision implied into this Agreement by [*] law and which may not be excluded by [*] law; or
- 15.8.2. limit or exclude any liability, right or remedy to a greater extent than is permissible under [*] law including in relation to (1) death or personal injury caused by the negligence of a party to this Agreement or (2) fraudulent misrepresentation or deceit.
- 15.9. No change shall be made to this Agreement except in writing in the English language signed by the duly authorised representatives or directors of both parties.
- 15.10. Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between the parties.
- 15.11. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.
- 15.12. Neither party shall assign, delegate or transfer this Agreement, other than to an Affiliate or successor, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each

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Party may assign, delegate or transfer this Agreement, or any of its rights or obligations relating thereto, in connection with the sale of all or substantially all of the assets to which this Agreement relates.

- 15.13. Scynexis shall not assign or transfer this Agreement to a third party unless such third party agrees to pay to Aventis Pharma (to the extent not already paid by Scynexis) the milestone payments and royalties set out in Clause 5.
- 15.14. Subject to the final sentence of this Clause, neither party shall, and shall procure that its Personnel, its Affiliates and the Personnel of its Affiliates shall not, make any announcement, or comment upon, or originate any publicity, or otherwise provide any information to any third party (other than its legal advisors or — in the case of Scynexis — its current or potential investors) concerning this Agreement including the existence of this Agreement, the terms of this Agreement, the performance of this Agreement and/or any dispute or disagreement relating to this Agreement, without the prior written consent of the other party except if required by law. Any detailed disclosures by Scynexis to current or potential investors shall be subject to appropriate confidentiality arrangements substantially similar to those contained herein.
- 15.15. If and when requested by Scynexis, the parties shall jointly develop a mutually satisfactory press release to be released by each of them.
- 15.16. If the performance by a party of its obligations under this Agreement (other than an obligation to pay any sums due under this Agreement) is prevented, restricted, delayed or interfered with by any circumstances beyond the reasonable control of that party, its licensees, contractors and subcontractors, then that party shall, upon giving prompt notice to the other party specifying the circumstances and obligations concerned, be excused from such performance to the extent of such prevention, restriction, delay or interference.
- 15.17. [*] and any legislation amending or replacing shall not apply in relation to any part of this Agreement or any agreement, arrangement, understanding liability or obligation arising under or in connection with this Agreement.

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15.18. This Agreement will be interpreted and construed in accordance with the laws of [*] (excluding its choice of law rules). Any dispute, controversy or difference arising between the parties out of, or in relation to, or in connection with this Agreement, or any breach of this Agreement which cannot be settled between the parties within [*] on an amicable basis, shall be finally settled by the [*].

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AGREED by the parties through their duly authorised representatives on the date written at the top of the first page of this Agreement:

For and on behalf of **Aventis Pharma S.A.**

Signed: /s/ Jean Claude MULLER

Full Name: Jean Claude MULLER

Job Title: Duly Authorized

Signed: /s/ Francois CHAMBON

Full Name: Francois CHAMBON

Job Title: Duly Authorized

For and on behalf of **SCYNEXIS, Inc.**

Signed: /s/ Yves RIBEILL

Full Name: Yves RIBEILL

Job Title: CEO & President

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Appendix I

Delivered Documents

[*]

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Appendix II

Patents

File # [*]

Title: [*]

Inventors: [*]

<u>Country</u>	<u>Type</u>	<u>Filing</u>	<u>Filing #</u>	<u>Publication #</u>	<u>Current status - Event [W]</u>	<u>Grant</u>	<u>Grant #</u>	<u>Expiry</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

File # [*]

Title: [*]

Inventors: [*]

<u>Country</u>	<u>Type</u>	<u>Filing</u>	<u>Filing #</u>	<u>Publication #</u>	<u>Current status</u>	<u>Grant</u>	<u>Grant #</u>	<u>Expiry</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

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File # [*]
Title: [*]

Inventors: [*]

<u>Country</u>	<u>Type</u>	<u>Filing</u>	<u>Filing #</u>	<u>Publication #</u>	<u>Current status</u>	<u>Grant</u>	<u>Grant #</u>	<u>Expiry</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

File # [*]

Title: [*]

Inventors: [*]

<u>Country</u>	<u>Type</u>	<u>Filing</u>	<u>Filing #</u>	<u>Publication #</u>	<u>Current status</u>	<u>Grant</u>	<u>Grant #</u>	<u>Expiry</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

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File # [*]

Title: [*].

Inventors: [*]

<u>Country</u>	<u>Type</u>	<u>Filing</u>	<u>Filing #</u>	<u>Publication #</u>	<u>Current status</u>	<u>Grant</u>	<u>Grant #</u>	<u>Expiry</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

File # [*]

Title:[*]

Inventors: [*]

<u>Country</u>	<u>Type</u>	<u>Filing</u>	<u>Filing #</u>	<u>Publication #</u>	<u>Current status</u>	<u>Grant</u>	<u>Grant #</u>	<u>Expiry</u>
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

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Appendix III

Stocks

Compound code # [*]

Project code # [*]

IUPAC Name # [*]

Batch number # [*]

Batch size # [*]

Batch Analysis: [*]

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Compound code # [*]

Project code # [*]

Batch number # [*]

Batch size # [*]

Chemical Assay [*]

Batch number # [*]

Batch size # [*]

Chemical Assay [*]

Chemical Structure:[*]

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Compound code # [*]

Project code # [*]

Batch number # [*]

Batch size # [*]

Chemical Assay [*]

Chemical Structure:[*]

Biotransformation Strain

[*]

[*] = Certain confidential information contained in this document, marked by brackets, has been omitted and filed separately with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

HISTOLOGY SAMPLES

[*]

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Appendix IV

Biotransformation Strain

[*]

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**AMENDMENT 1
TO THE EXCLUSIVE WORLD-WIDE LICENSE AGREEMENT
ENTERED INTO BY AND BETWEEN
SCYNEXIS Inc and AVENTIS PHARMA S.A.
ON MAY THE 10th, 2005**

This amendment 1 to the License Agreement (as defined below) is made by and between:

SCYNEXIS, Inc., a company incorporated under the laws of the state of Delaware, whose principal office is at 3501 C Tricenter Boulevard, Durham, North Carolina, 27713 USA (“Scynexis”);

on one hand,

and

Aventis Pharma S.A., a company incorporated under the laws of France whose registered office is at 20, Avenue Raymond Aron, F-92165 Antony, Cedex, France (“Aventis Pharma”).

on the other hand

(Hereinafter collectively referred to as “Parties” and individually as “Party”).

RECITALS

Whereas, SCYNEXIS and AVENTIS PHARMA have entered into an exclusive word-wide License agreement on May the 10th, 2005, by the way of which, AVENTIS PHARMA (i) has granted to Scynexis a world-wide, exclusive License of Aventis Pharma’s Know-How and Patents (as defined in the Licensed Agreement) and (ii) sold Aventis Pharma’s Stocks (as defined in the Licensed Agreement) to Scynexis (hereinafter referred to as the “License Agreement”).

Whereas, in order for SCYNEXIS to disclose Confidential Information (as defined in the Licensed Agreement) to affiliated companies of AVENTIS PHARMA other than those covered by the definition of “Affiliates” as set forth in section 1.1 of the License Agreement, the Parties have agreed to modify the definition of AVENTIS PHARMA’s Affiliates for the purpose of section 12 “Confidential Material” of the License Agreement only, in accordance with the terms and conditions set forth below

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment 1, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE 1. MODIFICATION OF THE DEFINITION OF AVENTIS PHARMA'S AFFILIATES FOR THE PURPOSE OF SECTION 12 OF THE LICENSE AGREEMENT ONLY

By the present amendment 1 to the License Agreement (the "Amendment 1"), the Parties agree that from the Effective Date of the Amendment 1 (as defined below) and for the purpose of section 12 of the License Agreement only, the term "Affiliate" means for AVENTIS PHARMA, SANOFI-AVENTIS (Paris Trade Register number B 395 030 844) and/or any company which at the Effective Date of this Amendment 1 (as defined below) or subsequently is directly or indirectly controlled by SANOFI-AVENTIS (Paris Trade Register number B 395 030 844); with "control" meaning direct or indirect ownership of more than fifty per cent (50%) of the capital stock or the voting rights in said company.

ARTICLE 2. TERMS AND TERMINATION

This Amendment 1 shall come into force on October the 26th, 2006 (the "Effective Date of the Amendment 1") and shall expire/terminate simultaneously with the License Agreement.

ARTICLE 3.

Any and all provisions of the License Agreement not modified by the present Amendment 1 shall remain in full force and valid.

IN WITNESS WHEREOF, the Parties have executed this Amendment 1, in duplicate originals, by their respective duly authorized officers on the day and year last written below.

For and on behalf of **Aventis Pharma S.A.**

Signed: /s/ José Ferrer
Full Name: José FERRER
Job Title: Vice President Legal Operations
Date: 25.10.2006

Signed: /s/ Jean W. Remarv
Full Name: Jean W. Remarv
Job Title: Chairman and CEO

For and on behalf of **SCYNEXIS, Inc.**

Signed: /s/ Brian Schwab
Full Name: Brian Schwab
Job Title: General Counsel

As of 9 April, 2010

Scynexis, Inc.
3501C Tricenter Boulevard
Durham, North Carolina 27713

Attention: Yves Ribeill, Ph.D
President and CEO

HSBC Bank USA, National Association (the "Bank") is pleased to advise you that we are willing to make available to Scynexis Inc, (the "Borrower") the committed facilities described below, subject to the terms and conditions set forth in this Letter Agreement. The following terms and conditions shall apply:

Section 1. The Revolving Facility

1.1 Advances; Availability; Use of Proceeds

(a) Advances. The Bank agrees, on the terms and conditions hereinafter set forth, to make advances ("Advances") to the Borrower under a committed revolving credit facility (the "Revolving Facility") in an aggregate principal amount up to but not exceeding USD10,000,000 (the "Revolving Commitment") from and including the Effective Date (as defined in Section 4) to but not including 11 March, 2013 (the "Maturity Date"). Within said limit, amounts repaid may be reborrowed. Advances are to be outstanding as LIBOR Advances. For the purpose hereof, "LIBOR Advances" shall mean Advances whose interest rate is determined by reference to the LIBOR Interest Rate (as defined herein).

(b) Availability. The Borrower shall give the Bank a request for of each Advance hereunder as provided in Section 1.2 hereof. On the date specified for each Advance hereunder, the Bank shall, subject to the terms and conditions of this Letter Agreement, make available the amount of such Advance to the Borrower by depositing the same, in immediately available funds, in such account of the Borrower as the Borrower and the Bank may mutually agree.

(c) Use of Proceeds. The proceeds of the Revolving Facility shall be used for working capital provided that the Bank shall have no responsibility as to the use of such proceeds.

1.2 Manner of Borrowing. Requests for Advances shall be made by delivering to the Bank a request for advance in the form referred to in Exhibit I (a "Request for Advance") not later than 12:00 noon New York City time two Business Days prior to any LIBOR Advance. Each Request for Advance shall be irrevocable and shall state (i) the amount of such Advance which shall be an amount of not less than USD50,000 and integral multiples of USD5,000 in excess thereof, (ii) the date of such Advance, which shall be a Business Day, (iii) the type of Advance and, (iv) the duration of the Interest Period (as defined herein) applicable thereto. For the purpose hereof, the term "Business Day" shall mean any day other than a Saturday, Sunday, or a day on which commercial banks are authorized or required to close in New York City or London.

1.3 Renewals. Subject to the limitations set forth in this Section, the Borrower may continue any LIBOR Advance, in the same aggregate principal amount, by giving the Bank telephonic notice promptly confirmed in writing (which notice shall be irrevocable) no later than 12:00 noon New York City time at least two Business days prior to a continuation of the Advance, specifying (i) the renewal date; and (ii) the duration of the Interest Period applicable thereto. If the Bank does not receive the notice as specified above for the renewal of an Advance prior to the end of the Interest Period with respect thereto or if the Borrower selects an Interest Period which is not available under Section 1.8 hereof, then such Advance shall automatically be extended by the same Interest Period as the last Advance (subject to clause (a)(iv) of such Section).

1.4 Commitment Fee. The Borrower shall pay to the Bank a commitment fee on the unused portion of the Revolving Facility for the period from and including the Effective Date to but not including the Maturity Date, at a rate equal to 0.20% per annum. The commitment fee shall accrue daily and shall be payable in arrears on the last day of each quarter during the term of the Revolving Facility, commencing on the first such date after the Effective Date, and on any date the Revolving Facility is terminated.

1.5 Repayment of Principal. The Borrower agrees to repay the full outstanding principal of all unpaid Advances under the Revolving Facility on the Maturity Date. Borrower may prepay any and all Advances, in whole or in part (together with all interest accrued thereon) at any time prior to the Maturity Date, and from time to time, without penalty or premium, except as provided in Section 3.5 hereof.

1.6 Place and Manner of Payments. All payments hereunder shall be made in New York City in immediately available funds before 12:00 noon New York City time to an account at the Bank's office at 452 Fifth Avenue, New York, New York 10018 or such other account or location as the Bank shall notify the Borrower of in writing. All payments shall be made free and clear and without deduction for any taxes, levies, duties, charges, counterclaims, set-offs or withholdings of any nature whatsoever. If any payment required to be made becomes due and payable on a day which is not a Business Day, then the due date thereof shall be extended to the next succeeding Business Day, and such extension of time shall in such case be included in the computation of the payment of interest and the commitment fee (if applicable), as the case may be, provided, however, that if the result of such extension would be to extend such payment into another calendar month, then such payment shall be made on the immediately preceding Business Day.

1.7 [Intentionally Deleted].

1.8 Interest.

(a) Interest Period. As to any LIBOR Advance the Borrower may select an "Interest Period" of up to 90 days, provided that (i) the first day of an Interest Period must be a Business Day, (ii) any Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, (iii) any Interest Period which begins on a date in the month for which there is no corresponding date in the month in which such Interest Period ends, shall end on the last Business Day of such month and (iv) any Interest Period which would commence prior to, and end after, the Maturity Date shall end on the Maturity Date.

(b) Rate of Interest. The Borrower agrees to pay interest on the unpaid principal amount of each Advance from the date made until the last day of the applicable Interest Period, at the following per annum rates subject to and in accordance with the terms of this Letter Agreement:

- (i) the “LIBOR Interest Rate” shall mean, for each Advance, the rate per annum (rounded upward, if necessary, to the nearest 1/16 of 1%) determined by the Bank to be equal to LIBOR (as defined herein) plus nine and one-half tenths of one percent (0.95%).
- (ii) “LIBOR” shall mean, with respect to each Interest Period (or Term Loan Interest Period, as applicable), the rate per annum quoted by the Bank at approximately 11.00 a.m. (London time) on the date two Business Days prior to the commencement of the relevant Interest Period (or Term Loan Interest Period, as applicable) for the offering to leading banks in the London Interbank market of United States Dollar deposits for an amount comparable to the relevant principal amount and for a period comparable to the relevant Interest Period of the Advance (or Term Loan Interest Period of the Term Loan, as applicable). Such LIBOR interest rates shall be fixed for the duration of each Interest Period (or Term Loan Interest Period, as applicable).

(c) Computation of Interest. Interest on Advances shall be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable.

(d) Interest Payment Dates. Interest shall be payable in arrears on the last day of the relevant Interest Period for each LIBOR Advance.

Section 2. The Term Facility

2.1 The Term Loan. The Bank agrees, on the terms and conditions hereinafter set forth, to make a term loan in a single disbursement on the Effective Date to the Borrower (“Term Loan”) under a committed term credit facility (the “Term Facility”, along with the Revolving Facility, the “Facilities”) in the principal amount of USD5,000,000.

2.2 Use of Proceeds. The proceeds of the Term Facility shall be used (i) first for payment of all amounts owing by the Borrower pursuant to or in connection with the agreements, transactions and other arrangements contemplated by A and B of the Exhibit II hereto and (ii) second for working capital. The Bank shall have no responsibility as to the use of such proceeds.

2.3 Repayment of Principal. The Borrower agrees to repay the full outstanding principal of the Term Facility on the Maturity Date. The Borrower may prepay the outstanding principal of the Term Facility, in whole or in part (together with all interest accrued thereon), at any time and from time to time, without premium or penalty, except as provided in Section 3.5 hereof.

2.4 Place and Manner of Payments. All payments under the Term Facility shall be payable in accordance with Section 1.6 hereof.

2.5 [Intentionally deleted]

2.6 **Interest.** The Borrower agrees to pay interest on the unpaid principal amount of the Term Loan outstanding during the period from the date the Term Loan is made until the Maturity Date at a per annum rate for each Term Loan Interest Period equal to LIBOR for such Term Loan Interest Period plus 0.95%. Interest on the Term Loan shall be computed on the basis of a year of 360 days and actual days elapsed (including the first day but excluding the last day) occurring in the period for which payable, and shall be payable on the last day of each Term Loan Interest Period. "Term Loan Interest Period" shall mean, initially, the period commencing on the date the Term Loan is made and ending 90 days thereafter and thereafter the period commencing on the last day of the preceding Term Loan Interest Period and ending 90 days thereafter, provided that (i) the first day of a Term Loan Interest Period must be a Business Day, (ii) any Term Loan Interest Period that would otherwise end on a day that is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in the next calendar month, in which case such Term Loan Interest Period shall end on the next preceding Business Day, (iii) any Term Loan Interest Period which begins on a date in the month for which there is no corresponding date in the month in which such Term Loan Interest Period ends, shall end on the last Business Day of such month and (iv) any Term Loan Interest Period which would commence prior to, and end after, the Maturity Date shall end on the Maturity Date.

Section 3. Default Rate, Increased Costs, Illegality, Unavailability and Funding Loss

3.1 **Default Rate.** If the Borrower shall fail to pay on the due date therefor, whether by acceleration or otherwise, any amount owing under this Letter Agreement, then interest shall accrue on such unpaid amount, and to the extent permitted by law, any unpaid interest thereon, from the due date until but not including the date on which such amount together with interest is paid in full at a default rate of interest (the "Default Rate") equal to two percent (2.0%) per annum over the rate otherwise applicable. In no event shall the rate of interest, before or after default, be greater than the maximum rate permitted by law.

3.2 **Increased Costs.** The Borrower agrees to pay within 30 days of receipt of demand such amounts as the Bank may reasonably determine to be necessary to compensate it for any costs which the Bank reasonably determines are attributable to its making or maintaining the Revolving Facility or the Term Facility, or any reduction in the yield on or any amount receivable by the Bank hereunder in respect of the Term Loan or any Advances or its Revolving Commitment, resulting from its compliance with or any change after the date hereof in law or regulation or the adoption of any interpretation, guideline, directive or request (whether or not having the force of law) required by any court or governmental or monetary authority charged with the interpretation or administration thereof (such compensation to include without limitation an amount equal to any reduction of the rate of return on assets or equity to a level below that which the Bank would have achieved but for such law, regulation, interpretation, guideline, directive or request) which imposes, modifies or deems applicable any reserve, special deposit, capital adequacy, tax or similar requirements, relating to any extensions of credit or other assets of, or any deposits with or other liabilities of it (including the Term Loan or any of the Advances). The Bank's certificate as to any amount payable under this Section 3.2 shall be conclusive and binding on the Borrower in the absence of evidence to the contrary. The provisions of this Section 3.2 shall survive the repayment of the Facilities.

3.3 **Illegality.** Notwithstanding any other provision in this Letter Agreement, and provided that the Bank will make a reasonable attempt to notify the Borrower as soon as possible thereof, if the Bank reasonably determines that any applicable law, rule, or regulation, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank, or comparable agency charged with the interpretation or administration

thereof, or compliance by the Bank (or its lending office) with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency shall make it unlawful or impossible for the Bank (or its lending office) to (i) maintain its unfunded Revolving Commitment, then upon notice to the Borrower by the Bank the Revolving Commitment of the Bank shall terminate; or (ii) maintain or fund the Term Loan or the Advances, then upon notice to the Borrower by the Bank the outstanding principal amount of the Term Loan and Advances, together with interest accrued thereon, and any other amounts payable to the Bank under this Letter Agreement, shall be repaid (a) as soon as practicable upon demand of the Bank if such change or compliance with such request, in the reasonable judgment of the Bank, requires immediate repayment; or (b) at the expiration of the last Interest Period to expire before the effective date of any such change or request.

3.4 Unavailability. Notwithstanding anything to the contrary herein, if the Bank reasonably determines that: (i) quotations of interest rates for the relevant deposits referred to in the definition of LIBOR are not being provided in the relevant amounts or for the relative maturities for purposes of determining the rate of interest on the Term Loan or an Advance as provided in this Letter Agreement; or (ii) the relevant rates of interest referred to in the definition of LIBOR, upon the basis of which the rate of interest for the Term Loan or any such Advance is to be determined, do not accurately cover the cost to the Bank of making or maintaining the Term Loan or such Advances; then the Bank shall forthwith give notice thereof to the Borrower, whereupon (a) the obligation of the Bank to make such Advances (or to continue the Term Loan) shall be suspended until the Bank notifies the Borrower that the circumstances giving rise to such suspension no longer exist; and (b) the Borrower shall repay in full the then outstanding principal amount of the Term Loan and each Advance, as applicable, together with accrued interest thereon, on the last day of the then current Interest Period applicable thereto.

3.5 Funding Loss Indemnification. The Borrower shall pay to the Bank, within 10 days of receipt of the request of the Bank, such amount or amounts as shall be sufficient (as reasonably calculated by the Bank) to compensate it for any actual loss, cost, or expense incurred as a result of:

- (i) Any payment of the Term Loan on a date other than the Maturity Date or an Advance on a date other than the last day of the Interest Period for such Advance, including but not limited to, acceleration of the Term Loan or the Advances by the Bank pursuant to Section 7 hereof; or
- (ii) Any failure by the Borrower to borrow (A) an Advance on the date of borrowing specified in the relevant notice under Section 1.2 or 1.3 hereof, or (B) the Term Loan on the Effective Date, as the case may be.

Section 4. Conditions Precedent

The obligation of the Bank to make the Term Loan and to make Advances to the Borrower is subject to and this Letter Agreement shall become effective on and as of the first date (the "Effective Date") on which the following conditions precedent have been satisfied or received by the Bank in a form and substance reasonably satisfactory to the Bank and its counsel:

- (a) A signed original of this Letter Agreement;

(b) A certificate dated the Effective Date from the Secretary of the Borrower certifying (i) as to the incumbency and signature of each officer authorized to execute and deliver on behalf of the Borrower this Letter Agreement, and any other agreement, instrument, document or certificate to be furnished pursuant hereto and thereto, and (ii) that attached thereto are the true and complete copies of the Certificate of Incorporation and the By-Laws of the Borrower and all amendments thereto, and (iii) that attached thereto is a true and complete copy of the resolutions of the Board of Directors of the Borrower authorizing the execution, delivery and performance by the Borrower of this Letter Agreement, and related documents and transactions contemplated hereby and thereby;

(c) A Guaranty (the "Guaranty") duly executed by Sanofi-Aventis SA ("Sanofi-Aventis") in form and substance acceptable to the Bank;

(d) A duly completed request for term loan substantially similar to the form of Request for Advance; and

(e) Such other documents, and financial or other information as the Bank may reasonably request.

It is further agreed by the parties that the Bank will not make the Term Loan or any Advance unless as of the date of the Term Loan or such Advance and after giving effect thereto, (i) the representations and warranties set forth in Section 5 hereof are true and correct in all material respect as if made on and as of such date, and (ii) no Event of Default (as defined in Section 7), and no event which with notice or lapse of time or both would become an Event of Default, shall have occurred and be continuing. The making of the request for the Term Loan contemplated by Section 4(d) and each making of a Request for Advance shall constitute a certification by the Borrower as to the matters set forth in clauses (i) and (ii) above.

Section 5. Representations and Warranties.

The Borrower represents and warrants to the Bank that:

5.1 Organization, Etc. The Borrower is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and is qualified to do business in good standing under the laws of the jurisdiction where the ownership of property or conduct of its business so requires and has all requisite corporate power to make and perform this Letter Agreement, and each related document; this Letter Agreement, and each related document have been duly authorized, executed and delivered by the Borrower and constitute its legal, valid and binding obligations, enforceable against the Borrower in accordance with their respective terms; and the making and performance of this Letter Agreement, and the related documents do not and will not violate any provision of the Borrower's Certificate of Incorporation or By-laws, of applicable law or regulation, or of any agreement, instrument, order or judgment to which the Borrower is a party or by which the Borrower is bound, and no governmental licenses or approvals are necessary for such making and performance.

5.2 Financial Statements. The financial statements of the Borrower as furnished to the Bank from time to time are true, correct and complete (in all material respects) and have been prepared in accordance with generally accepted accounting principles applicable in the United States ("GAAP"), consistently applied, and present fairly the consolidated financial condition of the Borrower as of the date thereof and for the period covered thereby, including contingent liabilities of every kind, and since such date there has been no material adverse change in such financial condition or operations.

5.3 Litigation. Except as disclosed to the Bank in writing prior to the date of this Letter Agreement, there are no legal or arbitral proceedings or any other proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of the Borrower) threatened against the Borrower which, if adversely determined, could have a material effect on the financial condition, operations or business of the Borrower.

5.4 Solvency. At the time of making of the Term Loan and each Advance and after giving effect thereto, the Borrower will be solvent.

5.5 Use of Credit. The Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying "margin stock" (within the meaning of Regulations T, U and X of the Board of Governors of the Federal Reserve System of the United States of America), and no part of the proceeds of the Term Loan or any Advance hereunder will be used to buy or carry any margin stock (as so defined).

5.6 Investment Company Act. Neither the Borrower nor any of its subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

5.7 Foreign Assets Control Regulations. None of the execution, delivery and performance of this Letter Agreement, nor its use of the proceeds of the Term Loan or the Advances made hereunder, will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

Section 6. Covenants.

So long as the Term Loan or any Advance shall remain unpaid or any other amount under this Letter Agreement is due and payable, or the Bank shall have any commitment under this Letter Agreement, the Borrower covenants that:

6.1 Financial Statements and Reports. It shall deliver to the Bank:

(a)(i) as soon as available, but in any event within 150 days of the end of each fiscal year the consolidated balance sheet and related statements of operations, stockholders' equity and cash flows of the Borrower and its subsidiaries as of the end of and for such fiscal year, each prepared in accordance with GAAP, (ii) in the case of the financial statements referred to in the foregoing clause (i), a certification by accountants reasonably satisfactory to the Bank to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Borrower and its subsidiaries on a consolidated basis in accordance with GAAP, consistently applied;

(b)(i) as soon as available, but in any event within 45 days of the end of each fiscal quarter the consolidated balance sheet and related statements of operations, stockholders' equity and cash flows of the Borrower and its subsidiaries as of the end of and for such fiscal quarter, each prepared in accordance with GAAP, (ii), and (ii) in the case of the financial statements referred to in the foregoing clause (i), a certification by the chief financial officer of the Borrower to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the, Borrower and its subsidiaries on a consolidated basis in accordance with GAAP, consistently applied (subject to normal year-end adjustments);

(c) at the same time as the financial statements required above for the Borrower are delivered, a certificate signed by the Borrower's chief financial officer to the effect that no Event of Default hereunder or any other agreement to which the Borrower is a party or by which it is bound, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an Event of Default (a "Default"), has occurred and is continuing;

(d) prompt written notice of the occurrence of any Default or Event of Default together with a statement of a senior officer of the Borrower satisfactory to the Bank setting forth the details of the event requiring such notice and any action taken or proposed to be taken with respect thereto; and

(e) promptly upon the Bank's written request therefor, such financial data or information as the Bank may reasonably request.

6.2 Maintain Existence Etc. It will preserve and maintain its corporate existence, and all rights, franchises and privileges necessary for the conduct of its business in the jurisdiction of its incorporation and in all other jurisdictions where it conducts its business.

Section 7. Events of Default.

If any one or more of the following events ("Events of Default") shall occur and be continuing, the Bank may terminate the Revolving Commitment and cease making any further Advances and the entire unpaid principal of the Term Loan and all Advances, together with accrued but unpaid interest thereon, and all other amounts payable hereunder may, by written notice to the Borrower, be declared immediately due and payable, whereupon the same shall become due and payable, without further notice or presentment, all of which are hereby waived; provided, however, if any of the Events of Default described in clause (f) of this Section 7 shall occur, then the Revolving Commitment shall automatically terminate and the entire unpaid principal of the Term Loan and all Advances, together with accrued but unpaid interest thereon, and all other amounts payable hereunder shall automatically be and become immediately due and payable without notice or demand, all of which are expressly waived:

- (a) default in the payment when due of any principal of the Term Loan or any Advance or any other amounts other than interest payable hereunder, or default in payment of interest when due on the Term Loan or any Advance within 3 days after such interest shall be due or payable; or
- (b) failure by the Borrower to (i) perform or observe any term, covenant or agreement contained in Section 6 hereof, or (ii) perform any other term, condition or covenant of this Letter Agreement or any related document, as the case may be, and in each case such failure shall remain unremedied for 30 consecutive calendar days; or
- (c) the Borrower shall (i) fail to pay any indebtedness for borrowed money of the Borrower, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) (x) owed to the Bank or any of its affiliates or (y) owed to any person other than the Bank or one of its affiliates and in the case of this clause (y) in excess of \$100,000, or (ii)

fail to perform or observe any agreement or instrument relating to any such indebtedness, when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate the maturity of such indebtedness prior to the stated maturity thereof; or

- (d) Sanofi-Aventis shall (i) fail to pay any indebtedness for borrowed money of Sanofi-Aventis, or any interest or premium thereon, when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) (x) owed to the Bank or any of its affiliates or (y) owed to any person other than the Bank or one of its affiliates and in the case of this clause (y) in excess of \$200,000,000, or (ii) fail to perform or observe any agreement or instrument relating to any such indebtedness, when required to be performed or observed, if the effect of such failure to perform or observe is to accelerate the maturity of such indebtedness prior to the stated maturity thereof for any amount exceeding \$200,000,000; or
- (e) any representation or warranty made (i) by the Borrower in this Letter Agreement or any related document or in connection with the making of the Term Loan or the Advances or (ii) by Sanofi-Aventis in the Guaranty or (iii) in any certificate, statement or report made in compliance with this Letter Agreement shall prove to have been false in any material aspect when made; or
- (f) the Borrower or Sanofi-Aventis shall generally not pay, or shall be unable to pay, or shall admit in writing its inability to pay, its debts as such debts become due; or shall make an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for it or a substantial part of its assets; or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction (for sake of clarity, other than, in the case of Sanofi-Aventis, dissolution in connection with a merger or reorganisation of Sanofi-Aventis whilst solvent), whether now or hereafter in effect; or shall have had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of 30 days or more, or shall take any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or any substantial part of its properties; or shall suffer any such custodianship, receivership, or trusteeship to continue undischarged for a period of 30 days or more; provided that, in the case of Sanofi-Aventis, this provision shall apply in relation to any indebtedness of such entity, only if the relevant claim of the creditor thereof exceeds \$200,000,000;
- (g) the Bank shall have determined in its reasonable determination that any condition exists or any event has occurred which constitutes or would result in (i) a material adverse change in the business, operations, assets or financial condition of the Borrower impairing the ability of the Borrower to perform its obligations hereunder or (ii) a material adverse change in the business, operations, assets or financial condition of Sanofi-Aventis impairing the ability of the latter to perform its obligations under the Guaranty; or

(h) the Guaranty shall be revoked by Sanofi-Aventis or otherwise cease to be valid and enforceable or Sanofi-Aventis shall so assert in writing.

Section 8. Miscellaneous

8.1 Modifications, Waivers. No modification or waiver of or with respect to any provision of this Letter Agreement, or consent to any departure by the Borrower from any of the terms and conditions hereof or thereof, shall be effective unless it shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

8.2 Rights and Remedies Cumulative. No failure on the Bank's part to exercise and no delay in exercising, and no course of dealing with respect to, any right, power or privilege under this Letter Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

8.3 No Protest, Presentment, etc. The Borrower hereby waives presentment, demand for payment, protest, notice of dishonor, and any or all other notices or demands except as otherwise expressly provided for herein.

8.4 Notices. All notices, requests and other communications pursuant to this Letter Agreement shall be in writing, either by letter (delivered by hand or sent by certified mail, return receipt requested) or telex or telecopy, addressed as set forth below in this Letter Agreement, or at such other address as any party may notify to the other parties. Any notice, request or communication hereunder shall be deemed to have been given, if by hand delivery when delivered, or if by certified or registered mail upon receipt, or in the case of telex or telecopy notice when dispatched (and in the case of telex, when appropriate answerback received) addressed as aforesaid or at such other address as any party may notify to the other party (except that any request for Advances pursuant to Section 1.2 shall be effective when received).

If to the Borrower: Scynexis, Inc.
3501C Tricenter Boulevard
Durham, North Carolina 27713
Attn: Yves Ribeill, PhD
President and Chief
Executive Officer
Tel: (919) 544-8600
Fax : (919) 544-8697

If to the Bank: HSBC Corporate Banking
452 Fifth Avenue
New York, NY 10018
Attn: Sarah McClintock
Tel: (212) 525- 2497
Fax: (212) 642-0314

8.5 Choice of Law; Jurisdiction; Jury Trial. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE, WITH THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PROVISIONS THEREOF. THE BORROWER IRREVOCABLY CONSENTS TO THE

NON- EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK IN ANY ACTION BROUGHT TO ENFORCE ANY OF THE BANK'S RIGHTS HEREUNDER. THE BORROWER AND THE BANK HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT.

8.6 Successors and Assigns. This Letter Agreement shall be binding to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the Borrower shall not assign or transfer its rights or obligations hereunder without the Bank's prior written consent. The Bank may assign all or any part of the Term Loan or the Advances and its rights hereunder and related documents to an affiliate or another bank or other financial institution, provided that the Bank will not assign all or any part of the Term Loan or the Advances and its rights hereunder and related documents to a bank or a financial institution that is not an affiliate without the Borrower's prior consent which consent shall not be unreasonably withheld. The Bank may furnish any information concerning the Borrower to actual or prospective assignees and participants, however, any financial information disclosed shall be required to be kept in the strictest confidence, to the extent permissible by law or regulation. The Bank may, from time to time in its sole and absolute discretion, change its lending office for the Term Loan or any Advance.

8.7 Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any jurisdiction.

8.8 Right of Setoff. The Bank and any Bank affiliate is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Bank or any such Bank affiliate to or for the credit or the account of the Borrower against any of and all the obligations of the Borrower now or hereafter existing under this Letter Agreement held by the Bank or any such Bank affiliate, irrespective of whether or not the Bank or any such Bank affiliate shall have made any demand under this Letter Agreement and although such obligations may be unmaturred. The rights of the Bank and Bank affiliates under this Section 8.8 are in addition to other rights and remedies (including other rights of setoff) which the Bank or Bank affiliates may otherwise have.

8.9 Costs, Expenses. The Borrower agrees to pay on demand all costs and expenses actual incurred by the Bank in connection with the preparation, execution, delivery, filing or enforcement of this Letter Agreement including, without limitation, the fees and out-of-pocket expenses of counsel for the Bank and all court costs.

8.10 Indemnification. The Borrower shall indemnify the Bank and each of its affiliates and their respective directors, officers, agents and advisors (each such Person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (a) the execution or delivery of this Letter Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the transactions

contemplated hereby, (b) the Term Loan or any Advance or the use of the proceeds therefrom, or (c) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, the Borrower shall at all times indemnify, defend and hold the Indemnitees harmless from and against all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, arising in connection with the Bank's or any Indemnitees' action or failure to act with respect to telecopy instructions, except in the case of gross negligence or willful misconduct by the Bank or any Indemnitee.

8.11 Waiver of Consequential Damages, Etc. To the extent permitted by applicable law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Letter Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the transactions contemplated hereby, the Term Loan or any Advance or the use of the proceeds thereof.

8.12 Headings. Section headings in this Letter Agreement are included herein for the convenience of reference only and shall not constitute a part of this Letter Agreement for any other purpose.

8.13 USA PATRIOT Act. The Bank hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with said Act.

8.14 Maintenance of Records by the Bank. The Bank shall maintain in accordance with its usual practice records evidencing the indebtedness of the Borrower to the Bank resulting from the Term Loan and each Advance in which it shall record (a) the amount of the Term Loan and each Advance made hereunder and the Maturity Date, (b) the amount of any principal or interest due and payable or to become due and payable from the Borrower hereunder and (c) the amount of any sum received by the Bank hereunder. The entries made in the records maintained pursuant to the paragraph shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of the Bank to maintain such records or any error therein shall not in any manner affect the obligation of the Borrower to repay the Term Loan or the Advances in accordance with the terms of this Letter Agreement.

Please indicate your approval to the foregoing by executing and delivering to the Bank the enclosed copy hereof, whereupon this Letter Agreement shall be effective.

Very truly yours,

HSBC BANK USA, NATIONAL
ASSOCIATION

By: /s/ Sarah McClintock

Name: Sarah McClintock

Title: Senior Vice President

The Borrower agrees to the foregoing terms and conditions and agrees to perform all of the obligations set forth in the foregoing Letter Agreement.

SCYNEXIS, INC.

By: /s/ Brian Schwab

Name: Brian Schwab

Title: Chief Licensing Officer and Secretary

EXHIBIT I

FORM OF [REQUEST FOR ADVANCES]/
[INTEREST PERIOD CONTINUATION]

HSBC Bank USA, National Association
452 Fifth Avenue
New York, NY 10018

Attention: Donna Riley
Section Manager Agency Services
Telephone: 716-841-4178
Fax: 917-229-5285

Pursuant to Section [1.2]¹ / [1.3]² of the Letter Agreement dated as of 9 April, 2010 (the "Letter Agreement") among Scynexis Inc. (the "Borrower") and HSBC BANK USA, NATIONAL ASSOCIATION (the "Bank"), we hereby give you irrevocable notice that we request [an Advance]/[a continuation of an existing Advance (a "Rollover")] under the Letter Agreement as follows:

1. Amount of [Advance]/[Rollover] _____
2. Date of [Advance]/[Rollover] _____
3. Interest Period _____

We hereby certify that no Event of Default, and no event which with notice or lapse of time or both would become an Event of Default, has occurred and is continuing and that the representations and warranties contained in Section 5 of the Letter Agreement are true and correct in all material respects as of the date hereof.³

Capitalized terms used herein and not defined shall have the respective meanings given to them in the Letter Agreement.

Dated this ____ day of _____, 20__.

SCYNEXIS INC.

By: _____
Name:
Title:

¹ Insert in the case of a Request for Advance.
² Insert in the case of a request *only* for a Continuation of an Interest Period.
³ To be included except where the request is solely for a Rollover.

EXHIBIT II

A.

The Debtor is a party to that certain Venture Loan and Security Agreement (the “Loan and Security Agreement”), dated July 14, 2006, by and among Debtor, Horizon Technology Funding Company LLC (“Horizon”) and Bridge Bank, N.A. (“Bridge Bank”), pursuant to which the Debtor granted Horizon and Bridge Bank a security interest in certain of its assets to secure the Debtor’s obligations pursuant thereto.

B.

The Debtor is a party to that certain Master Security Agreement No. 4081055 dated June 28, 2004 (the “Master Security Agreement”), as amended, by and between the Debtor and Oxford Finance Corporation (“Oxford”), pursuant to which the Debtor granted Oxford a security interest in certain of its assets to secure the Debtor’s obligations pursuant thereto.

AMENDMENT NO. 1 dated as of March 8, 2013 to the credit agreement referred to below (this "Amendment No. 1"), between SCYNEXIS, INC., a corporation organized under the laws of Delaware (the "Company"), and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the "Bank").

WHEREAS, the Company and the Bank are party to a credit agreement dated as of April 9, 2010 (the "Existing Credit Agreement"), providing for revolving credit loans and a term loan to be made by the Bank to the Company in an aggregate principal amount of up to \$15,000,000; and

WHEREAS, the parties hereto desire to amend the Existing Credit Agreement in certain respects, including to extend the maturity thereof.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise expressly defined herein, terms defined in the Existing Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below and to the accuracy, on the Effective Date (as defined below), of the representations and warranties contained in Section 3 below, the Existing Credit Agreement shall be amended as follows:

2.01. References. References in the Existing Credit Agreement to "this Letter Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Existing Credit Agreement as amended hereby.

2.02. Extension of Maturity Date. Section 1.1(a) of the Existing Credit Agreement shall be amended by replacing the date "11 March, 2013" with the date "31 December, 2014".

2.03. Interest Period. Section 1.8(a) of the Existing Credit Agreement shall be amended by adding the words "(as to which term a quotation for the London interbank offered rate is published)" following the words "90 days".

Section 3. Representations and Warranties. The Company represents and warrants to the Bank that as of the date hereof both immediately prior to and after giving effect to this Amendment No. 1 (a) the representations and warranties of the Company set forth in the Existing Credit Agreement are true and correct on and as of the date hereof as if made on and as of the date hereof, as if each reference therein to "this Letter Agreement" included reference to this Amendment No. 1, and (b) no Event of Default or event which with notice or lapse of time or both would become an Event of Default, has occurred and is continuing.

Section 4. Conditions Precedent. As provided in Section 2 above, the amendments to the Existing Credit Agreement set forth in said Section 2 shall become effective subject to the satisfaction of the following conditions precedent on or before March 11, 2013 (the first date upon which such conditions shall have been satisfied herein referred to as the "Effective Date");

4.01. Documents. The Bank shall have received the following documents, each of which shall be satisfactory to the Bank in form and substance:

(a) Amendment No. 1. An executed copy of this Amendment No. 1.

(b) Secretary's Certificate. A certificate from the Secretary of the Company certifying (i) as to the incumbency and signature of each officer authorized to execute and deliver on behalf of the Company this Amendment No. 1, (ii) that attached thereto are the true and complete copies of the Certificate of Incorporation and the By-Laws of the Company and all amendments thereto, and (iii) that attached thereto is a true and complete copy of the resolutions of the Board of Directors of the Company authorizing the execution, delivery and performance by the Company of this Amendment No. 1 (or, in each case, written confirmation that such documents have not changed since those delivered in connection with the most recent amendment of the Existing Credit Agreement).

(c) Confirmation and Extension of Guaranty. A letter from Sanofi (formerly, sanofi-aventis) extending the expiration date of the Guaranty to January 30, 2015 and confirming that the Guaranty remains in full force and effect after giving effect to this Amendment No. 1.

Section 5. Miscellaneous. Except as otherwise expressly set forth herein, nothing in this Amendment No. 1 shall be deemed to constitute an amendment or modification of any provision of the Existing Credit Agreement. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered as of the day and year first above written.

COMPANY

SCYNEXIS, INC.

By: /s/ Yves Ribeill
Name: Yves Ribeill
Title: CEO & President

BANK

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ Courtney Wright
Name: Courtney Wright
Title: Vice President
Multinationals #19791

HSBC Bank USA, National Association
452 Fifth Avenue
New York, NY 10018

For the attention of: Sarah McClintock

Paris, 9 April 2010

STAND-ALONE FIRST DEMAND GUARANTEE

The undersigned **sanofi-aventis**, a *société anonyme* with capital of €2 636 958 104, registered office 174, avenue de France – 75013 Paris (the “**Guarantor**”) is duly represented for the purposes of the presents by Mr Jérôme Contamine, Executive Vice President and Chief Financial Officer, duly authorized by virtue of (i) a decision of the Board of Directors dated 28 April 2009, and (ii) a delegation of powers with respect to guarantees by Mr. Chris Viehbacher, Chief Executive Officer of the Guarantor, dated 27 July 2009. The Guarantor refers to the credit facility of a maximum term of 3 years and of a total principal amount of USD 15,000,000 (Fifteen Million United States Dollars) (such credit facility, hereinafter the “**Facility**” and such principal amount, the “**Principal Amount of the Facility**”) which can be utilized by way of drawdowns to be granted on or about the date hereof by HSBC Bank USA, National Association acting through its branch located at 452 Fifth Avenue, New York, NY (the “**Bank**”) to **Scynexis Inc.**, a company incorporated under the laws of the state of Delaware, whose principal office is at 3501 C Tricenter Boulevard, Durham, North Carolina, 27713 USA (the “**Borrower**”). In this Guarantee, including in the recitals hereabove, “**USD**” denotes the lawful currency of the United States of America.

The Guarantor declares that it has full and complete knowledge of the terms and conditions of the Facility.

1. The Guarantor declares, in accordance with article 2321 of the Civil Code, that it undertakes irrevocably by the present Guarantee to pay the Bank, unconditionally and with no right to raise any exception whatsoever, on first written demand by the Bank, any sum claimed by the Bank in respect of the Facility, subject to the provisions of this Guarantee.
2. The Guarantor’s undertaking covers any sum claimed in writing by the Bank in respect of the Facility, subject to the following provisions.
3. The sums due by the Guarantor under this Guarantee (the “**Sums Due**”) shall be paid in USD.

The obligations of the Guarantor under the present Guarantee will remain in force until 30 April 2013, midnight Paris (France) time (the “**Expiration Date**”). After the Expiration Date, the present Guarantee will automatically cease to have effect as regards the obligations of the Guarantor under this Guarantee, whether or not the original is returned to the Guarantor, and the Guarantor will no longer be obliged to make any payment under the present Guarantee other than payment of any Sums Due claimed in a written request by the Bank for payment received by the Guarantor prior to the Expiration Date and which are still outstanding at said date (the “**Residual Sums Due**”).

4. Any payment delay after the due date of any sum due by the Guarantor to the Bank under the present Guarantee will automatically entitle the Bank to charge late payment interest until the date of effective payment by the Guarantor, at the rate indicated by the Bank as equating to its financing cost for USD, expressed on an annual basis, plus 1% per annum; no other default interest will be payable in relation to the Guarantor's obligations under the Guarantee.

5. Partial demands are possible.

6. The present Guarantee constitutes an autonomous obligation of the Guarantor which is, in accordance with article 2321 of the Civil Code, independent from the Facility or any other relations that may exist between the Guarantor, the Bank and the Borrower, and from the situation of the Borrower. The present Guarantee will remain in full force and effect in all circumstances, in particular in the event that the Borrower becomes insolvent or is the subject of a voluntary creditors' arrangement, any corporate recovery procedure, administration order, winding-up order or any other judicial or extra-judicial procedure aiming at the collective settlement of its liabilities, a corporate reorganization or similar processes. Notwithstanding the occurrence of such circumstances, the Guarantor will remain bound by its obligations under the present Guarantee and may not enforce against the Bank the terms and conditions of the Facility, any suspension of the accrual of interest or any deferred payment terms or other conditions that the Borrower, or any official liquidator or administrator or any other person may be entitled to rely upon vis-à-vis the Bank in connection with any such procedures or circumstances. The Guarantor moreover expressly waives its right to enforce any deferred payment terms, grace periods or waivers granted to the Borrower by any judge having jurisdiction.

7. It is moreover understood that the obligation entered into by the Guarantor under this Guarantee as described above cannot be affected or amended in any way and will remain fully and entirely valid notwithstanding (i) present or future implementation of any legislative measure of the United States of America, Delaware or North Carolina or of any regulations issued by the public authorities of any kind having the effect or consequence of affecting in any way the obligations of the Borrower under the Facility, in particular affecting the amount thereof, the maturity thereof or the applicable interest rate of the Facility, or the currency in which the Facility is denominated or meant to be repaid, (ii) any nationalization, expropriation, confiscation or other legislative, governmental or administrative measure of any kind affecting some or all of the assets of the Borrower and/or the direct or indirect interest of the Guarantor in the capital or net worth of the Borrower, (iii) any war, revolution or uprising in the United States of America, (iv) any change in the terms and conditions of the Borrower's obligations to the Bank or any delay by the Bank in demanding payment from the Borrower or the Guarantor or (v) or any other circumstance which, but for the provisions contained in this Guarantee, would result in a discharge of the Guarantor's obligations hereunder.

8. This Guarantee will remain in full force and effect even if the Guarantor ceases to hold all or part of the capital and/or voting rights subsisting under equity instruments or participating securities issued by the Borrower; the same will apply if the Borrower is or becomes a different structure of which the Guarantor ceases to be a stockholder or partner.

9. In addition to its unconditional and irrevocable obligation as defined above, the Guarantor agrees to reimburse the Bank on demand from the Bank accompanied by appropriate supporting documentation, all expenses including reasonable advisory and legal fees incurred in connection with the enforcement of the Guarantor's obligations under this Guarantee (the "**Guarantor's Obligation to Pay Related Costs**").

10. All sums paid by the Guarantor under this Guarantee will be paid net and free of all current or future duties, levies and taxes of any kind withheld or deducted on behalf of any French or foreign tax authorities and with no set-off by the Guarantor against any sums owed by the Bank to the Guarantor for any reason. If the Guarantor is required to deduct from the sums it owes to the Bank under this Guarantee any amount in respect of any duty, levy, tax or deduction of any kind, it agrees to gross-up said sums so that the Bank will receive the sums that it would have received in the absence of such duty, levy, tax or deduction (the "**Guarantor's Gross-Up Obligation**").

11. As from the fifth Paris business day following the date of receipt by the Guarantor of a payment demand from the Bank under this Guarantee, the Bank will be entitled to set off any amount owed by the Guarantor to the Bank under the present Guarantee against any sum owed by the Bank to the Guarantor for whatever reason, even if said amount is not yet due for payment; and the Bank is hereby authorized to convert such sum into USD to allow such set-off. Notwithstanding this, the Bank's (x) right to set off an amount owed by the Guarantor under the present Guarantee against any obligation of the Bank to the Guarantor subsisting under (i) a committed credit line (including any confirmed cash facility, any guarantee issuance facility, any facility for the issuance of letters of credit or similar instruments), (ii) an underwriting commitment, (iii) a future or spot market transaction, (iv) a forward financial instrument, or (v) a temporary transfer or loan of securities (any obligation of a type mentioned in (i), (ii), (iii), (iv) or (v) of this article 11 being referred to as a "**Specific Obligation of the Bank**") and (y) the terms, conditions and effects of such set-off right (if any) will be governed exclusively by the terms of the relevant Specific Obligation of the Bank.

12. All obligations of the Guarantor under this Guarantee are capped at an amount equal to the arithmetical sum of (i) the Principal Amount of the Facility and (ii) the Additional Amount (such arithmetical sum, the "**Cap**"), the Cap being reducible in accordance with the provisions of this Guarantee; "**Additional Amount**" means an amount equal to 8 per cent. of the Principal Amount of the Facility, such amount representing the portion of the Cap relating to (i) the Guarantor's Obligation to Pay Related Costs, (ii) the Guarantor's Gross-Up Obligation and (iii) any interest owing by the Borrower under the Facility. Any payment made to the Bank under this Guarantee and any set-off by the Bank under article 11 of this Guarantee or under the terms of a Specific Obligation of the Bank in USD will automatically reduce the Cap by the amount

of such payment or of such set-off and hence reduce the Guarantor's undertaking under this Guarantee. Any set-off by the Bank under article 11 of this Guarantee or under the terms of a Specific Obligation of the Bank where the Bank's obligation is expressed in a currency other than USD, will reduce accordingly and automatically in EUR the Cap and the Guarantor's obligation under this Guarantee; the applicable exchange rate will be the appropriate spot exchange rate quoted by a leading bank in Paris on the date of the payment or set-off; if on that date USD is unavailable, non-convertible, non-transferable or non-exchangeable or if on such date the relevant exchange rate is not available, the applicable rate will be the latest available appropriate spot exchange rate used by such a bank. The Guarantor's obligation under the present Guarantee relates to any sums claimed by the Bank on one or more occasions, up to the amount of the Cap, as the same may have been reduced and is remaining as of the date of the demand for payment or set-off.

13. The rights of the Bank under the present Guarantee are granted by the Guarantor *intuitu personae*. Said rights may not be assigned or transferred without the prior written consent of the Guarantor. The same applies to any receivable owing by the Guarantor to the Bank under this Guarantee. The Guarantor shall not unreasonably withhold its consent in the event of the merger or reorganization of the Bank, whether by way of universal transfer of assets and liabilities of the Bank or by way of partial transfer of the Bank's assets to a third party. Notwithstanding the foregoing, the Bank's rights under this Guarantee and any receivable owed to the Bank as a result of this Guarantee may be assigned or transferred without the Guarantor's consent if said rights or debt are assigned or transferred to (i) any entity controlled, within the meaning of article L.233-3 of the Commercial Code, by the Bank, (ii) any entity controlling, within the meaning of said article L.233-3, the Bank (such other entity being called the "**Bank's Holding Company**") or (iii) any entity, other than the Bank, also controlled within the meaning of said article L.233-3 by the Bank's Holding Company.

14. The present Guarantee will be additional to any other guarantee, indemnity or other security interest or collateral whether contractual, having arisen by operation of law or resulting from a judgment or court order and subsisting for the benefit of the Bank and which the Bank may enforce as it sees fit and in the order and for the amounts it sees fit without being required to provide any explanation to the Guarantor.

15. Any payment by the Guarantor will be validly made if made by transfer to the Bank at such account as the Bank may specify in writing. No failure to pay shall be capable of occurring and shall be attributable to the Guarantor under this Guarantee as long as the Guarantor shall not have received from the Bank all relevant account and banking details allowing the Guarantor to make USD denominated payments hereunder to the Bank.

16. Any written communication (including payment demands) relating to the present Guarantee will be sent, unless indicated otherwise in the present Guarantee, by mail or facsimile (or registered letter with acknowledgment of receipt or any other similar method) to the following addresses (or to any other addresses duly notified to the other party in good time);

(a) if the communication is sent by the Guarantor to the Bank:

HSBC Bank USA, National Association

For the attention of: Sarah McClintock

Fax: 212-642-0314

With copy to: Donna Riley

Fax: 917-229-5285

(b) if the communication is sent by the Bank to the Guarantor:

sanofi-aventis

174, avenue de France

75013 – Paris, France

For the attention of: Mr. Jérôme Contamine,

Executive Vice-President and Chief Financial Officer

Fax: +33 (0)1 53 77 46 77

With copy to: Mr. Olivier Klaric

Vice-President

Financing and Treasury

Fax: +33 (0)1 55 71 34 80

17. The present Guarantee is governed by and shall be construed in accordance with French law. The courts falling within the territorial jurisdiction of the Tribunal de Commerce of Paris, France, are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee.

Signed on behalf of sanofi-aventis

By: /s/ Jerome Contamine

Name: Jerome Contamine

Title: Executive Vice President and Chief Financial Officer

Date: 9 April 2010

Acknowledged and agreed

HSBC Bank USA, National Association

By: /s/ Sarah McClintock

Name: Sarah McClintock

Title: Senior Vice President

Date: 9 April 2010

REIMBURSEMENT AGREEMENT;
GENERAL SECURITY AGREEMENT

This Reimbursement Agreement; General Security Agreement (this "Agreement") is entered into as of April 9, 2010 ("Effective Date") by and between SCYNEXIS, Inc., a Delaware corporation ("Debtor"), and sanofi-aventis, a French Société Anonyme ("Secured Party"). In consideration of the premises, covenants, and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. On the date hereof, Debtor has entered into a Letter Agreement with HSBC Bank USA, National Association (the "Lender"), dated as of April 9, 2010 (the "Credit Agreement"). At the request of the Debtor and in order to induce the Lender to make credit available to the Debtor, Secured Party has agreed to guaranty the repayment of sums owed by the Debtor to the Lender under the Credit Agreement, pursuant to that certain Guaranty dated as of April 9, 2010 executed by the Secured Party in favor of the Lender or any other guaranty which may be issued by Secured Party to support any credit made available to Debtor (collectively, the "Guaranty").

In the event that Secured Party makes any payment to the Lender (or its successors, transferees, or assignees) pursuant to the Guaranty, the Debtor hereby agrees to reimburse Secured Party or its designee for any and all payments made by the Secured Party to the Lender. (Such reimbursement obligations and all other sums payable by the Debtor to Secured Party pursuant to this Agreement (including without limitation, principal, interest, (including but not limited to, all interest that accrues after the commencement of any case, proceeding or other action relating to bankruptcy, insolvency or reorganization of the Debtor), fees or other amounts payable hereunder) and are hereinafter referred to as the "Obligations").

2. The Debtor agrees to pay the amount of all outstanding Obligations in full within thirty (30) days of the Secured Party's payment of such amounts to the Lender (or any successor, transferee or assignee thereof). The Debtor agrees to pay interest on the unpaid amount of outstanding Obligations from the date such amount is paid to the Lender (or any successor, transferee or assignee thereof) by the Secured Party until the date that the Debtor repays the Secured Party for such Obligations ("Interest Period") at the rate of LIBOR plus five percent (5%). For the foregoing purposes, "LIBOR" shall mean, that rate per annum for United States dollar deposits with a one month maturity for an amount equal or comparable to the outstanding principal balance under this Agreement, as reported on Telerate page 3750 (or if not so reported, then as determined by Secured Party from another recognized source of interbank quotations of Secured Party's choice), as of 11:00 a.m. London time, two (2) London business days prior to the commencement of each Interest Period for settlement in immediately available funds by major top credit quality banks in the London Interbank Market. LIBOR shall be rounded to the next higher 1/16th of 1%. All computations of interest shall be made by the Debtor

on the basis of a year of 360 days, in each case for the actual number of days (including the first day, but excluding the last day) occurring in the period for which such interest is payable. Interest shall be payable monthly on the first day of each calendar month during which the Obligations remain outstanding.

3. The Debtor agrees that Secured Party and its employees, officers, and directors have no obligation as a condition to receiving reimbursement of amounts paid under the Guaranty or for the purposes of imposing liability or otherwise (i) to determine whether the Debtor is in fact in default under the Credit Agreement or (ii) to determine whether there are any offsets or defenses to the sums paid by Secured Party under the Guaranty. The rights of Secured Party to reimbursement of all sums paid by Secured Party under the Guaranty are unconditional. The Obligations shall survive any termination, repayment, cancellation, rescission, or amendment of the Credit Agreement, until such time that the Debtor pays such Obligations in full in accordance with the terms of this Agreement. All rights of the Secured Party, all Obligations of the Debtor and the liens hereunder, are absolute and unconditional, irrespective of any lack of validity or enforceability of the Credit Agreement, any related document or any other agreement, or any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Debtor in respect of the Obligations or this Agreement. In addition, the Debtor agrees to pay Secured Party any reasonable attorneys' fees incurred by Secured Party in collecting the Obligations from the Debtor or in enforcing this Agreement.
4. Debtor shall defend, indemnify and hold the Secured Party harmless for all claims, actions, losses, damages, expenses (including court costs and attorneys' fees) or other liabilities of any kind whatsoever, that the Secured Party may suffer in connection with the Guaranty and this Agreement, except for such third party claims, actions, losses, damages, expenses or other liabilities that arise from the gross negligence or willful misconduct of Secured Party or its employees, officers, directors or agents.
5. All payments shall be made free and clear and without deduction or withholding for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, now or hereafter imposed, levied, collected, withheld or assessed by any governmental authority (collectively, "Taxes"). If any Taxes are required to be withheld from any amounts payable to the Secured Party hereunder, then the amounts so payable to the Secured Party shall be increased, and the Debtor shall be liable to pay to the Secured Party the amount of such increase, to the extent necessary to yield to such Secured Party (after payment of all such Taxes) the full amount of all Obligations payable hereunder. The Obligations shall be paid by the Debtor without regard to any equities between the Debtor and the Secured Party or any right of setoff or cross-claim.

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6. The Debtor expressly waives with respect to Secured Party only: (a) notice of acceptance of this Agreement and of all extensions of credit to the Debtor; (b) presentment and demand for payment of the Obligations, (c) protest and notice of dishonor or of default; (d) any modifications, renewals or restatements of any obligation of Secured Party relating to the Obligations by operation of law or by action of any court, (e) all other notices to which the Debtor might otherwise be entitled; (f) demand for payment or performance under this Agreement; and (g) any rights of the Debtor pursuant to North Carolina General Statute §26-7.
 7. In consideration of the Obligations, the Debtor agrees that, in order to provide Secured Party with security for payment and performance of all Obligations, the Debtor hereby grants the Secured Party (or any other person designated by Secured Party) a first priority security interest in all of the Debtor's right, title and interest in and to the following, whether now existing or hereafter from time to time acquired, made, created or accruing: (i) all equipment, furniture, machinery, fixtures and appliances, and all software and databases (electronic or other) and the use and enjoyment of such software and databases, excluding the Debtor's HEOS® information management software and/or the use and enjoyment thereof, together with all parts, accessories and attachments and all replacements thereof and additions thereto employed or useful in the operation of the Debtor's business and owned by Debtor, regardless of where located; (ii) all leasehold improvements owned by Debtor; (iii) all accounts receivable and (iv) all books and records, computer tapes and programs, manuals, instructions and ledger books arising out of or related to any of the foregoing (collectively "Records"), and all accessions to, substitutions for and all replacements, products and proceeds of each of the foregoing, including without limitation, with respect to all of the foregoing, insurance or condemnation proceeds owing therefrom (and any other rights or claims of Debtor (whether current, future, actual or contingent) granted pursuant to any insurance policy issued in connection with the foregoing), all property received wholly or partly in trade or exchange of any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition of any of the foregoing or any interest therein (all of the foregoing being hereinafter referred to collectively as the "Collateral"). The Debtor and the Secured Party agree that the security interest hereby granted attaches upon the execution of this Agreement.

Secured Party shall have no duty of care with respect to the Collateral, except that Secured Party shall exercise reasonable care with respect to Collateral in Secured Party's custody, but shall be deemed to have exercised reasonable care if such property is accorded treatment substantially equal to that which Secured Party accords its own property, or if Secured Party takes such action with respect to the Collateral as the Debtor shall request in writing, but no failure to comply with any such request nor any omission to do any such act requested by the Debtor shall be deemed a failure to exercise reasonable care, nor shall Secured Party's failure to take steps to preserve rights against any parties or property be deemed a failure to have exercised reasonable care with respect to Collateral in Secured Party's custody.

Notwithstanding anything to the contrary contained in this Agreement, and for valuable consideration receipt of which is hereby acknowledged by the Debtor, the Debtor hereby irrevocably and immediately grants the Secured Party an irrevocable license to use the HEOS® information management software, together with all parts, accessories and attachments and all replacements thereof and additions thereto, as loaded from time to time in any tangible Collateral, provided that the Secured Party undertakes not to make use of the subject matter of such license prior to any Event of Default; the license granted hereunder by the Debtor includes, without limitation, the right for the Secured Party, at any time after the occurrence of an Event of Default, to grant sublicenses to any third parties to use the subject matter of the license granted to the Secured Party pursuant to this provision. Besides, without prejudice and in addition to the rights (whether current, future, actual or contingent) of the Secured Party under section 17 of this Agreement, the Secured Party shall have the right, at any time after the occurrence of an Event of Default, to assign or otherwise transfer (or create any trust over or any security interest in) all its rights (whether current, fixture, actual or contingent) resulting from the license granted by the Debtor under this section 7, to, in favour of, or for the benefit of any third party.

8. The Debtor further agrees and covenants, (a) that, if Secured Party so demands in writing at any time after the occurrence of an Event of Default hereunder, all proceeds of the Collateral shall be delivered to Secured Party promptly in a manner satisfactory to Secured Party; (b) that, if Secured Party so demands in writing at any time after the occurrence of an Event of Default hereunder, all Records shall be delivered to Secured Party at the time and place and in the manner in which specified by Secured Party's demand; (c) to execute and deliver, upon request, any notice, statement, instrument, document, agreement or other papers and to perform any act requested by Secured Party which may be necessary to create, perfect, preserve, validate or otherwise protect any security interest granted pursuant hereto or to enable Secured Party to exercise and enforce its rights hereunder or with respect to such security interest; (d) that during the period that any sums owed to the Lender (or any successor, transferee or assignee thereof) under the Credit Agreement remain unpaid and prior to the termination of the Credit Agreement and thereafter for so long as this Agreement remains in effect, the Debtor will not, without obtaining Secured Party's prior written approval, dispose of (except in the ordinary course of business) or, create, incur, assume, or suffer to exist any lien, security interest in or security title with respect to the Collateral pursuant to a security agreement subject to the Uniform Commercial Code or any similar law of any jurisdiction or otherwise, except as herein provided, and the Debtor will not sign or file or authorize the signing or filing of a financing statement under the said Uniform Commercial Code of any jurisdiction with respect to the Collateral or any portion thereof, except as herein provided.

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9. The Debtor shall preserve and maintain the lien created by this Agreement and will protect and defend its title to the Collateral so that the lien so granted shall be and remain a first priority security interest in the Collateral. If, in the Secured Party's reasonable opinion, any lien may create an obligation having priority over the lien granted hereby, the Secured Party may, in addition to all other rights and remedies provided hereunder and under law or equity, pay such lien and the amount of such payment shall be charged to the Debtor and secured by the lien granted hereby. The Debtor further agrees to provide Secured Party with such information as Secured Party may from time to time request with respect to the location of any of the Debtor's business. In addition, Secured Party will be notified promptly in writing of a change in location of the Debtor's principal place of business or of a change in location of any Collateral, or of a change in the Debtor's name, identity or structure.
10. The Debtor will maintain insurance on such of the Collateral, with such companies, in such amounts, against such risks and such insurers as Secured Party may reasonably request. All policies of insurance will specify that Secured Party is an additional insured as its interest may appear and shall provide that such insurance shall not be cancelable by the Debtor or the insurer without at least 10 days advance written notice to Secured Party. In the event any or all insurance hereinbefore provided for is canceled, any returned premium thereon shall be collected by Secured Party and may be applied by Secured Party to any part of the Obligations, whether matured or unmatured. If the Debtor fails to maintain such insurance, Secured Party may, at its option, but without obligation, purchase such insurance or pay any premium owing, and any such sum paid by Secured Party shall be payable by the Debtor on demand by Secured Party or at its option may be added to any of the Obligations and secured hereby. The Debtor shall deliver to the Secured Party such certificates, endorsements, and other evidence of such insurance as the Secured Party may reasonably request. The Debtor will pay all taxes, license fees and other impositions on the Collateral as well as the cost of repairs and maintenance. Secured Party may, at its option, but without obligation, pay any and all amounts for taxes, repairs and other costs, expenses and liabilities, and any such sum shall be payable on demand or added to the Obligations and secured hereby.

The Debtor shall cause the Collateral to be maintained and preserved in good condition, repair, and working order, excepting ordinary wear and tear. The Debtor shall not permit any of the Collateral to become a fixture to any real estate that is not subject to a mortgage or deed of trust made by the Debtor in favor of the Secured Party. The Debtor shall, on demand therefore by the Secured Party, deliver to the Secured Party any and all evidence of ownership of any of the Collateral (including without limitation, certificates of title and applications for title). Debtor shall not misuse, conceal or in any way use or dispose of the Collateral unlawfully or contrary to the provisions of this Agreement or any insurance coverage. Loss of, damage to, or uncollectability of the Collateral or any part thereof will not release Debtor from any of its obligations hereunder. The exercise by the Secured Party of any of the rights under this Agreement shall not release Debtor from any of its duties or obligations under any such Collateral and the Secured Party is not obligated or liable under any such Collateral by reason of this Agreement, nor is the Secured Party obligated to perform any obligations or duties of the Debtor thereunder or to take any action hereunder.

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11. The Debtor represents and warrants to Secured Party (which representations and warranties shall be deemed to be renewed as of the date of each renewal or extension of credit under any of the Obligations and shall continue in effect until no Obligations remain outstanding and this Agreement is terminated) that:
- a. Except as set forth on Exhibit A, the Debtor is the absolute and sole owner of the Collateral free and clear of all security interests, liens, claims and encumbrances whatsoever, other than those evidenced by this Agreement.
 - b. The Collateral is located at the address(es) described on Exhibit B.
 - c. Secured Party and any persons designated by it shall have the right to call at the place where the Collateral is located at any reasonable time and without hindrance or delay to inspect the Collateral.
 - d. The Debtor's legal name is the name listed below and the following is the only names used by the Debtor during all or any part of the thirteen-year period preceding the date of this Agreement:
SCYNEXIS, Inc., provided however that the Debtor was formerly known as "SCYNEXIS Chemistry & Automation, Inc." and as "ScyRex, Inc."
 - e. The Debtor will promptly advise Secured Party in writing of any change in name, identity or structure of the Debtor or any change of the Collateral locations listed above or the opening of any new places of business or the closing of the Debtor's existing places of business.
 - f. Except as set forth on Exhibit A, the Debtor has the power to make, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement is the valid obligation of the Debtor, legally binding upon the Debtor and enforceable in accordance with its terms. No consent or approval of any other person or entity, under the terms of any contract or otherwise, and no consent, license, approval or authorization of any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity and enforceability of this Agreement.

Scynexis, Inc. (Debtor) — sanofi-aventis (Secured Party)
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- g. The Debtor's execution, delivery and performance of this Agreement, does not violate any of the terms, conditions or obligations of: (i) its certificate of incorporation or bylaws; (ii) any indenture, contract, permit, agreement or other instrument to which Debtor is a party or by which it or any of the Collateral is bound; or (iii) any law, regulation, ruling, order, injunction, decree or other requirement applicable to or imposed upon the Debtor by any law, the action of any court or other governmental authority or agency.
 - h. The Debtor's principal place of business is listed below:
 - 3501C Tri-Center Boulevard
 - Durham, North Carolina 27713
 - i. Within thirty (30) days after the Effective Date of this Agreement, Debtor shall provide to the Secured Party written evidence that each secured party listed in Exhibit A has filed or authorized the Debtor to file the applicable termination filing, for each filing officer with whom a financing statement was filed, terminating all security interests and liens granted pursuant to the Loan and Security Agreement and Master Security Agreement (each as defined in Exhibit A).
 - j. The Debtor has not during the period of October 31, 2009 until and including the Effective Date, (i) sold, leased, transferred or otherwise disposed of the Collateral or any part of the Collateral or any interest therein; (ii) suffered any judgment affecting the Collateral or any part therein; or (iii) suffered any demolition or injury or waste to the Collateral, which materially impaired the value of such Collateral. The Debtor represents and warrants that it is legally entitled to procure a full and unconditional release and discharge of any security right or interest which would, but for such discharge or release, rank equally with or superior to the security interest granted to the Secured Party herein and that all obligations secured by such prior security interest have been paid in full.

12. The following shall constitute defaults or events of default hereunder ("Events of Default") :

- a. Failure by the Debtor to pay within five (5) days of when due any payments which are due and payable hereunder; or

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- b. Failure by the Debtor to keep, perform or observe any covenant, term or condition required to be kept, performed or observed by the Debtor hereunder and the failure to cure the same within thirty (30) days after receipt of notice of default from Secured Party, or Debtor's breach of any representation or warranty contained herein in any material respect; or
 - c. If the Debtor (i) files a petition or has a petition filed against it under the United States Bankruptcy Code or any proceeding for the relief of insolvent debtors; (ii) generally fails to pay its debts as such debts become due; (iii) has a custodian appointed for the Debtor or for substantially all of its assets; (iv) benefits from or is subject to the entry of an order for relief by any court of insolvency, (v) makes an admission of insolvency seeking the relief provided in the United States Bankruptcy Code or any other insolvency law; (vi) makes an assignment for the benefit of creditors; (vii) has a receiver appointed, voluntarily or otherwise, for its property; (viii) suspends business; or (ix) becomes insolvent, however otherwise evidenced, and in the case of an involuntary petition or proceeding, the same is not dismissed within sixty (60) days after being filed; or
 - d. Any attempted enforcement of or realization upon any security interest, lien or judgment affecting the Collateral or any part thereof; or
 - e. Any attachment, garnishment, execution or other process is issued against any Collateral or any part thereof; or
 - f. The Debtor's creation, incurrence, assumption or suffering to exist any Lien on any of the Collateral or any part therein to secure the indebtedness of Debtor or any other person except for such existing Lien that Debtor is legally entitled to have terminated as of the date hereof. For the foregoing purposes, "Lien" means any mortgage, pledge, hypothecation, encumbrance, lien (statutory or other), charge or other security interest or any similar preferential agreement or arrangement and the filing of any financing statement under the Uniform Commercial Code or comparable laws of any jurisdiction; or
 - g. Any actual or threatened demolition or injury or waste to the Collateral which may materially impair the value of the Collateral, except to the extent such demolition, injury or waste is covered by insurance; or
 - h. The Debtor commences the process of liquidation or dissolution or its charter expires or is revoked; or

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- i. The Debtor sells, leases, transfers (or creates any trust for the benefit of any person) or otherwise disposes of the Collateral or any part of the Collateral, or any interest therein, contrary to the provisions of this Agreement without prior consent of the Secured Party.
13. Upon the occurrence of an Event of Default, or at any time thereafter, Secured Party may declare any or all of the Obligations immediately due and payable, without presentment, demand, protest, or notice of any kind, demand or notice to the Debtor. Furthermore, upon the occurrence of any such Event of Default, or at any time thereafter, Secured Party, at its option, may terminate any obligation to guarantee any further advances or amounts then outstanding under the Credit Agreement and may notify the Lender (and/or any successor, transferee or assignee thereof) of such termination. Upon an Event of Default, or at any time thereafter, Secured Party may also peacefully enter upon the Debtor's premises, or wherever the Collateral is located, and peacefully take possession thereof, and maintain such possession on the Debtor's premises, or demand and receive such possession from any person who has possession thereof, or remove the Collateral or any part thereof, to such other places as the Secured Party may desire, all without any obligation, and without notice (except as specified below) and with or without taking possession thereof, sell, lease, assign, grant options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any location chosen by the Secured Party, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable. In addition to and independent of any of the ongoing rights or other rights, Secured Party shall also have all of the rights and remedies provided to a secured party by the Uniform Commercial Code in effect in North Carolina at that time or other applicable law. In addition thereto, the Debtor further agrees that (i) in the event that notice is necessary under applicable law, written notice mailed to the Debtor at the address given below five (5) business days prior to the date of public sale of any of the Collateral subject to the security interest created herein or prior to the day after which private sale of any other disposition of said Collateral will be made shall constitute reasonable notice, but notice given in any other reasonable manner or at any other time shall be sufficient; (ii) in the event of sale or other disposition of any such Collateral, Secured Party may apply the proceeds of any such sale or disposition to the satisfaction of its reasonable attorneys' fees, legal expenses, and other costs and expenses reasonably incurred in connection with its taking, retaking, holding, preparing for sale, and selling of the Collateral and to any of the Obligations in such order as Secured Party, in its discretion, may elect; (iii) without precluding any other methods of sale, the sale of Collateral shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of lenders disposing of similar property but in any event Secured Party may sell on such terms as Secured Party may choose, without assuming any credit risk and (iv) Secured Party may require the Debtor to assemble the Collateral, taking all necessary or appropriate action to preserve and keep it in good condition, and make such available to Secured Party at a place and time convenient to both parties, all at the expense of the Debtor. Furthermore, in any such event, to the extent permitted under applicable law, the

Debtor waives all rights which the Debtor has or may have as to notice and to a judicial hearing prior to any seizure of the Collateral by Secured Party and full power and authority are hereby given Secured Party to sell, assign, and deliver the whole of the Collateral or any parties thereof, at any time(s) at any broker's board, or at public or private sale, at its option, and no delay on its part in exercising any power of sale or any rights or options hereunder, and no notice of demand, which may be given to or made upon the Debtor by Secured Party with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair Secured Party's right to take any action or to exercise any power of sale or any other rights hereunder, without notice or demand, or prejudice Secured Party's rights as against the Debtor in any respect.

14. Any and all of Secured Party's rights with respect to the security interest hereunder shall continue unimpaired, and the Debtor shall be and remain obligated in accordance with the terms hereof, notwithstanding the release or substitution of any Collateral at any time or of any rights or of interest therein, or any delay, extension of time, renewal, compromise or other indulgence granted by Secured Party in reference to any of the Obligations, or any promissory note, draft, bill of exchange or other instrument given in connection therewith, the Debtor hereby waiving all notice of any such delay, extension, release, substitution, renewal, compromise or other indulgence, and hereby consenting to be bound thereby as fully and effectually as if the Debtor had expressly agreed thereto in advance.
15. No delay on Secured Party's part in exercising any power of sale, option or other right hereunder, and no notice or demand which may be given to or made upon the Debtor by Secured Party, shall constitute a waiver thereof, or limit or impair Secured Party's right to take any action or to exercise any other power of sale, option or any other right hereunder, without notice or demand, or prejudice Secured Party's rights as against the Debtor in any respect.
16. The Debtor shall, from time to time, promptly execute and file such financing statements as Secured Party may request in order to create, evidence, perfect or preserve any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Secured Party is authorized, at its option, to file financing or continuation statement(s) or amendments thereto without the signature of the Debtor with respect to any of the Collateral; the Debtor agrees to reimburse Secured Party for the expense of any such filing. The Debtor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail, and will permit the Secured Party and/or its designated agents, at any time during the Debtor's usual business hours, to inspect and/or conduct audits with respect to the Collateral. The Debtor hereby irrevocably appoints the Secured Party the Debtor's attorney-in-fact, with full authority to take any action and to execute any instrument that the Secured Party may deem necessary to carry-out the provisions of this Agreement, including without limitation, to execute and file any UCC financing statements the Secured Party deems necessary or appropriate.

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17. Secured Party may assign or otherwise transfer this Agreement, or any instrument(s) evidencing all or any of the Obligations, and any agreement relating thereto (other than the Guaranty, which shall not be assigned or transferred by Secured Party) and, upon the occurrence of an Event of Default, may deliver all or any of the Collateral to the transferee(s), who shall thereupon become vested with all the powers and rights in respect thereto given to Secured Party herein or in the instrument(s) transferred, and Secured Party shall thereafter be forever relieved and fully discharged from any liability or responsibility with respect thereto, without prejudice to the retention by Secured Party of all rights and powers hereby given with respect to any and all instruments, rights or property not so transferred. The Debtor may not assign its rights or delegate its duties hereunder without Secured Party's written consent.
 18. This is a continuing agreement and shall remain in full force and effect until revoked by Secured Party in writing or written notice shall have been received from the Debtor by Secured Party that it has been revoked, but any such notice by the Debtor shall not release the notifying party (or parties) from any liability, responsibility, lien or security interest created hereunder with respect to such of the Obligation(s) as may have been theretofore incurred and any renewals, extensions or modifications of such Obligations and any expenses paid or incurred by Secured Party in endeavoring to collect the Obligations, including attorneys' fees, or realize upon the Collateral or in enforcing this Agreement. Furthermore, if this Agreement is terminated, or revoked by operation of law as against the Debtor, the Debtor will indemnify and save Secured Party, its successors or assigns, harmless from any loss which may be suffered or incurred by Secured Party in making, giving, granting or extending any loan or other credit, or otherwise acting, hereunder prior to receipt by Secured Party of notice in writing of such termination or revocation.
 19. The Debtor agrees that the security interest granted hereby shall remain in full force and effect and shall not be released by Secured Party until all Obligations have been indefeasibly paid in full and such payments are no longer subject to rescission, recovery or repayment upon the bankruptcy, insolvency, reorganization, moratorium, receivership or similar proceeding affecting the Debtor.
 20. The Debtor will upon demand pay to the Secured Party the amount of any and all reasonable expenses (including fees and disbursements of its counsel) which the Secured Party may incur in connection with (i) the custody, use or operation of, or the sale of, or other realization upon, any of the Collateral, or (ii) the exercise or enforcement of any of the rights of the Secured Party hereunder.

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21. This Agreement shall be governed by the laws of the State of North Carolina in all respects, including matters of construction, validity and performance (without regard to its principles of conflicts of law); none of its terms or provisions may be waived, altered, modified, limited or amended except by an agreement expressly referring hereto and to which Secured Party consents in writing duly signed for Secured Party and on its behalf; the rights granted to Secured Party herein shall be supplementary and in addition to those granted in any other agreements with respect to the Obligations. This Agreement binds the Debtor, its successors and assigns, and inures to the benefit of the Secured Party, its successors and assigns.

Scynexis, Inc. (Debtor) — sanofi-aventis (Secured Party)

Reimbursement Agt; General Security Agt

April 2010

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Executed this the 9th day of April, 2010.

Very truly yours,

SCYNEXIS, INC.

By: /s/ Yves Ribeill (Seal)
Yves Ribeill, President

ACCEPTED AND AGREED

SANOFI-AVENTIS

By: /s/ Jérôme Contamine
Name: Jérôme Contamine
Title: Executive Vice President and Chief Financial Officer

Scynexis, Inc. (Debtor) — sanofi-aventis (Secured Party)
Reimbursement Agt; General Security Agt
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EXHIBIT A

Outstanding Security Interests, Liens, Claims and Encumbrances

A.

The Debtor is a party to that certain Venture Loan and Security Agreement (the "Loan and Security Agreement"), dated July 14, 2006, by and among Debtor, Horizon Technology Funding Company LLC ("Horizon") and Bridge Bank, N.A. ("Bridge Bank"), pursuant to which the Debtor granted Horizon and Bridge Bank a security interest in certain of its assets to secure the Debtor's obligations pursuant thereto. Upon the repayment of all outstanding obligations of the Debtor pursuant to the Loan and Security Agreement, which will be effected in connection with the closing of the Credit Agreement using a portion of the proceeds thereof, all security interests and liens granted pursuant to the Loan and Security Agreement will be immediately terminated.

B.

The Debtor is a party to that certain Master Security Agreement No. 4081055 dated June 28, 2004 (the "Master Security Agreement"), as amended, by and between the Debtor and Oxford Finance Corporation ("Oxford"), pursuant to which the Debtor granted Oxford a security interest in certain of its assets to secure the Debtor's obligations pursuant thereto. Upon the repayment of all outstanding obligations of the Debtor pursuant to the Master Security Agreement, which will be effected in connection with the closing of the Credit Agreement using a portion of the proceeds thereof, all security interests and liens granted pursuant to the Master Security Agreement will be immediately terminated.

Scynexis, Inc. (Debtor) — sanofi-aventis (Secured Party)
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EXHIBIT B
Location of Collateral

A.

3501C Tricenter Blvd
Durham, NC 27713
USA

B.

7020 Kit Creek Road
Building 2, Suite 160
Research Triangle Park, NC 27709
USA

Scynexis, Inc. (Debtor) — sanofi-aventis (Secured Party)
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Guarantee Extension Agreement

This Guarantee Extension Agreement (this "Agreement") dated as of 5 March 2013 (the "Guarantee Extension Agreement Effective Date"), is made and entered into between Sanofi, a French Société Anonyme ("Sanofi") and Scynexis, Inc., a Delaware corporation ("Scynexis", together with Sanofi, the "Parties").

RECITALS

WHEREAS, SCYNEXIS and HSBC Bank USA, National Association ("HSBC") entered into a credit facility on April 9, 2010 in the total principal amount of USD 15,000,000 the "Facility";

WHEREAS, Sanofi and HSBC entered into that certain Stand-Alone First Demand Guarantee, dated as of April 9, 2010, as in effect at any given time (the "Guarantee") by which Sanofi guaranteed the Facility;

WHEREAS, the Parties entered into that certain Reimbursement Agreement; General Security Agreement dated as of April 9, 2010 (the "Security Agreement");

WHEREAS, the Parties entered into that certain Addendum dated April 9, 2010 (the "Addendum") whereby Scynexis agreed to use the proceeds of certain transactions to repay amounts owing to HSBC under the Facility under the conditions specified therein;

WHEREAS, Scynexis and HSBC contemplate amending the Facility to provide postponement of the Maturity Date (as defined in the Facility) of the Facility to 31 December 2014, by entering into that certain First Amendment to Facility, a final draft of which is attached hereto as Exhibit C (the "First Amendment to Facility", and collectively with the Facility as amended thereby, the "Amended Facility");

WHEREAS, Scynexis has requested that Sanofi amend and extend the Expiration Date of the Guarantee (as defined therein) to and including 30 January 2015;

WHEREAS, Sanofi is willing to amend and extend such Expiration Date of the Guarantee subject to: (i) receipt by Sanofi and Merial of the Observer Agreements (defined below) and, (ii) other terms hereunder;

WHEREAS, as a condition to and in consideration of the amendment and extension of the Guarantee, Sanofi requires that Scynexis enter into this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. CONDITIONS PRECEDENT

Sanofi shall procure extension of the Guarantee to 30 January 2015, in form and substance satisfactory to Sanofi and HSBC, no later than on 11 March 2013, close of business (New York time) and this Agreement shall become effective, provided all of the following conditions precedent are met:

- A. Sanofi Board Observation Rights. Scynexis shall have fully executed and delivered to Sanofi that certain Board Observation Rights Agreement by and between Parties, substantially in the same form as the form attached hereto as Exhibit A, no later than on __ March 2013 (the "Sanofi Observer Agreement").
- B. Merial Board Observation Rights. Scynexis shall have fully executed and delivered to Merial Limited ("Merial") that certain Board Observation Rights Agreement by and between Scynexis and Merial, substantially in the same form as the form attached hereto as Exhibit B, no later than on 6 March 2013 (the "Merial Observer Agreement", together with the Sanofi Observer Agreement, the "Observer Agreements").
- C. Execution. Sanofi shall have received this Agreement duly executed and delivered by Scynexis no later than on 6 March 2013.
- D. Fourth Amended and Restated Investors Rights Agreement. No later than on 7 March 2013, Scynexis shall have delivered to each of Merial and Sanofi an original copy fully executed by Scynexis and the relevant shareholders of a Fourth Amended and Restated Investor Rights Agreement (the "Fourth Amendment Agreement"), it being acknowledged and agreed that pdf signature pages shall be sufficient for purposes of this condition.
- E. Absence of Default. As of 11 March 2013, no Default or Event of Default under the Facility or the Security Agreement and no GEA EOD (as defined below) under this Agreement shall have occurred or be continuing.
- F. Representations and Warranties. All representations and warranties of Scynexis contained in the Security Agreement, in this Agreement, and in the Observer Agreements shall be true and correct in all respects with the same effect as though such representations and warranties had been made as of the Guarantee Extension Agreement Effective Date.
- G. Additional Documents. Sanofi shall have received such other statements, opinions, certificates, documents, and information with respect to the matters contemplated by this Agreement, the Observer Agreements, the Fourth Amendment Agreement, the Security Agreement, the Guarantee, the Facility and/or the First Amendment to the Facility as Sanofi may reasonably request.

SECTION 2. COVENANTS

Until the later of (i) all obligations of Sanofi under or in connection with the Guarantee (whether current, future, actual or contingent) irrevocably terminating and (ii) Sanofi having been irrevocably indemnified (by cash payment) in full by Scynexis for all amounts Sanofi shall have paid (if any) under or in connection with the Guarantee, Scynexis covenants to Sanofi that:

- A. Notice of HSBC Correspondence. Scynexis shall immediately forward any notice or correspondence from HSBC concerning either the Revolving Facility or the Term Facility (as defined in the Facility) other than mere interest rate fixing notices to Sanofi at the address listed in Section 5.B.
- B. Notice of Insolvency. Scynexis will promptly provide notice to Sanofi at the address named in Section 5.B. upon occurrence of or anticipation of insolvency as contained in Section 7(f) of the Facility.
- C. Financial Statements, Reports, Certificates. Scynexis shall deliver to Sanofi: (i) as soon as available, but in any event within 30 days after the end of each calendar month, a company prepared consolidated and consolidating balance sheet, income statement, and statement of cash flows covering Scynexis's operations during such period, in a form and substance reasonably acceptable to Sanofi and certified by a Responsible Officer; (ii) (a) as soon as available, but in any event within 45 days of the end of each fiscal quarter the consolidated balance sheet and related statements of operations, stockholders' equity and cash flows of Scynexis and its subsidiaries as of the end of and for such fiscal quarter, each prepared in accordance with GAAP, and (b) in the case of the financial statements referred to in the foregoing clause (a), a certification by the chief financial officer of Scynexis to the effect that such consolidated financial statements present fairly in all material respects the financial conditions and results of operations of Scynexis and its subsidiaries on a consolidated basis in accordance with GAAP, consistently applied (subject to normal year-end adjustments); (iii) as applicable, (a) as soon as available, but in any event within 60 days of the end of each fiscal semi-annual period the consolidated balance sheet and related statements of operations, stockholders' equity and cash flows of Scynexis and its subsidiaries as of the end of and for such fiscal semi-annual period, each prepared in accordance with GAAP, and (b) in the case of the financial statements referred to in the foregoing clause (a), a certification by the chief financial officer of Scynexis to the effect that such consolidated financial statements present fairly in all material respects the financial conditions and results of operations of Scynexis and its subsidiaries on a consolidated basis in accordance with GAAP, consistently applied (subject to normal year-end adjustments); (iv) as soon as available, but in any event within 150 days after the end of Scynexis's fiscal year, audited consolidated and consolidating financial statements of Scynexis prepared in accordance with generally acceptable accounting principles, consistently applied; (v) an annual budget, approved by Scynexis's Board of Directors, as soon as available but not later than 15 days after the

beginning of each fiscal year of Scynexis during the term of this Agreement; (vi) if applicable, copies of all statements, reports and notices sent or made available by Scynexis to any holders of Subordinated Debt; (vii) promptly upon receipt of notice thereof, a report of any legal actions pending or threatened against Scynexis or any subsidiary that could reasonably be expected to result in damages or costs to Scynexis or any subsidiary of \$300,000 in aggregate or more; (viii) promptly upon receipt, each management letter prepared by Scynexis's independent certified public accounting firm regarding Scynexis's management control systems; and (ix) such budgets, sales projections, operating plans or other financial information generally prepared by Scynexis in the ordinary course of business as Sanofi may reasonably request from time to time.

- a. In addition, Scynexis shall also furnish to Sanofi any other material information pertaining to: (i) the financial condition or prospects of Scynexis; (ii) the ability of Scynexis to service the HSBC credit under the Facility as amended from time to time; (iii) the terms of the Credit Agreement; (iv) the Collateral (as defined in the Security Agreement) granted to Sanofi by the Security Agreement; (v) the terms of the Security Agreement, (vi) the terms of the Guarantee, or (vii) any change in the status of items (i)-(vi) above.
- b. At the same time as the financial statements required above for Scynexis are delivered, Scynexis shall deliver to Sanofi a certificate signed by Scynexis' chief financial officer to the effect that, with reference to the circumstances and facts then prevailing, no GEA EOD (as defined below), no Event of Default as defined in Section 12 of the Security Agreement, no failure to comply with the terms of the Addendum thereof dated 9 April 2010, no Event of Default as defined in Section 7 of the Amended Facility, and no event which, with the giving of notice or the lapse of time, or both, would constitute such an event of default, has occurred and is continuing (any such event of default or default, a "Credit Event").
- c. As soon as possible, and in any event within three (3) calendar days after becoming aware of the occurrence of a Credit Event, Scynexis shall deliver to Sanofi a written statement of a Responsible Officer satisfactory to Sanofi setting forth details of the Credit Event, and the action which Scynexis has taken or proposes to take with respect thereto.

For the purposes of this Agreement, "Responsible Officer" shall mean each of the Chief Executive Officer, or the Chief Financial Officer of Scynexis. For the purposes of this Agreement, "Subordinated Debt" shall mean any debt incurred by Scynexis that is subordinated in writing to the debt owing by Scynexis to Sanofi on terms reasonably acceptable to Sanofi (and is identified as being such by Scynexis and Sanofi).

SECTION 3. REPRESENTATIONS AND WARRANTIES.

Scynexis represents and warrants to Sanofi that the following statements are true and correct in all material respects (and without limiting the foregoing, that the following sections A, C, D, F, G, J, K, and L shall be true and correct on the Guarantee Extension Agreement Effective Date, on the extension of the Guarantee, on each day the commitment fee is payable under Section 1.4 of the Amended Facility, on each repayment date under the Amended Facility, and on each interest payment date under the Amended Facility):

- A. Corporate Power and Authority. Scynexis has all requisite power and authority to enter into this Agreement, the Fourth Amendment Agreement, and the Observer Agreements and to carry out the transactions contemplated by this Agreement, the Fourth Amendment Agreement, the Amended Facility, and the Observer Agreements.
- B. Authorization of Agreements. The execution and delivery of this Agreement, the Fourth Amendment Agreement, the First Amendment to the Facility, and the Observer Agreements by Scynexis has been duly authorized by all necessary action on the part of Scynexis and any relevant Scynexis shareholder.
- C. Reaffirmation of Security Agreement Representations and Warranties. All representations and warranties contained in the Security Agreement, the First Amendment to the Facility, the Fourth Amendment Agreement and the Observer Agreements are true and correct in all material respects as of the Guarantee Extension Agreement Effective Date, as of the effective date of the extension of the Guarantee, and as of the effective date of the First Amendment to Facility.
- D. No Conflict. The execution, delivery and performance of this Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, and the Observer Agreements by Scynexis does not and will not: (i) violate: (A) any provision of any law or any governmental rule or regulation applicable to Scynexis; (B) the certificate or articles of incorporation or by-laws of Scynexis; or (C) any order, judgment or decree of any court or other agency or government binding on Scynexis; (ii) conflict with, result in a breach or constitute (with or without due notice or lapse of time or both) a conflict, breach or default under any Contractual Obligation of Scynexis, which such breach or default would give rise to any liability (or liabilities) and/or other payment obligation(s) of Scynexis (whether current, future, actual or contingent) of at least \$300,000 in aggregate; or (iii) require any approval of stockholders, members or partners or any approval or consent of any Person under any Contractual Obligation of Scynexis, except for such approvals or consents which will be obtained on or before the Guarantee Extension Agreement Effective Date and disclosed to Sanofi.

For the purposes of this Agreement, “Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, joint stock company, trust, land trust, business trust, employee benefit plan or trust, unincorporated organization or other entity. For the purposes of this Agreement, “Material Adverse Effect” shall mean (a) a material adverse change in, or a material adverse effect upon, the assets, properties, operations, business, condition, or prospects (financial or otherwise) of Scynexis, (b) a material impairment of the ability of any of Scynexis or an Affiliate of Scynexis to perform under any Loan Document (as defined in the Observer Agreements) to which it is a party, or (c) a material adverse effect upon the legality, validity, binding effect, or enforceability against Scynexis of any Loan Document to which it is a party. For the purposes of this Agreement, “Contractual Obligations” shall mean as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, lien, deed of trust or other instrument or arrangement (whether in writing or otherwise) and whether now existing or contingent on some future event to which such Person is a party or by which it or any of such Person’s property is or may become bound.

- E. No HSBC Correspondence. Scynexis has not received any notice or correspondence pertaining to, threatening, suggesting or stating that there has been or may have been an Event of Default or Default (as such terms are defined in the Facility) under the Facility.
- F. Solvent; No Fraudulent Transfer. No event or circumstance contemplated by Section 7(f) of the Facility with respect to Scynexis has occurred and consummation of the transactions contemplated by this Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, and the Observer Agreements, will cause the occurrence of any such event or circumstance. No transfer of property is being made and no obligation is being incurred by Scynexis or any subsidiary in connection with the transactions contemplated by this Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, and the Observer Agreements with the intent or where the effect is to hinder, delay or defraud either present or future creditors of Scynexis or any subsidiary.
- G. Outstanding Balance. Scynexis has provided to Sanofi a summary of the outstanding balance of both the Revolving Facility and the Term Facility as of the Guarantee Extension Agreement Effective Date.
- H. Binding Obligation. This Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, and the Observer Agreements have been duly executed and delivered by Scynexis and this Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, and the Observer Agreements are the legally valid and binding obligations of Scynexis, enforceable against Scynexis in accordance with their respective terms.
- I. Absence of Default – Omnibus. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, or the Observer Agreements that would constitute an Event of Default or Default (as defined in the Facility).

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- J. Absence of Default – Security Agreement and Amended Facility. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, or the Observer Agreements that would constitute an Event of Default or Default under the Security Agreement or the Amended Facility.
- K. Absence of Guarantee Extension Agreement Event of Default. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Agreement, the Fourth Amendment Agreement, the First Amendment to Facility, or the Observer Agreements that would constitute an Event of Default or Default under the Guarantee Extension Agreement.

SECTION 4. GUARANTEE EXTENSION AGREEMENT EVENTS OF DEFAULT

The following shall constitute Guarantee Extension Agreement Events of Default (each, a “GEA EOD”) hereunder:

- A. Any representation or warranty made (i) by Scynexis in this Guarantee Extension Agreement or any related document or in connection with the extension of the Guarantee or (ii) in any certificate, statement or report made in compliance with this Guarantee Extension Agreement shall prove to have been false in any respect when made, repeated, and deemed repeated.
- B. Any covenant made by Scynexis in this Guarantee Extension Agreement or any related document or in connection with the extension of the Guarantee or made in compliance with this Guarantee Extension Agreement shall prove to have materially not have been complied with.
- C. Any covenant made (i) by Scynexis in this Guarantee Extension Agreement or any related document or in connection with the extension of the Guarantee or (ii) in any certificate, statement or report made in compliance with this Guarantee Extension Agreement shall have proved to have been breached, provided that the following grace periods apply:
- a. Under Section 2.A. of this Agreement:
 - i. Five (5) Business Days, where the correspondence does not relate to an Event of Default under Section 7 of the Facility,
 - ii. Two (2) Business Days, where the correspondence does relate to an Event of Default under Section 7 of the Facility,
 - b. Under Section 2.B. of this Agreement, there is no grace period,
 - c. Under Section 2.C. of this Agreement, five (5) Business Days.

For the purposes of this Agreement, “Business Day” shall mean any day other than a Saturday, Sunday, or a day on which commercial banks are authorized or required to close in New York.

SECTION 5. MISCELLANEOUS

- A. **Governing Law.** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of North Carolina, without giving effect to applicable principles of conflicts of laws thereof.
- B. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made as of the date delivered or mailed if delivered in person, by telecopy, cable, telegram or telex, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Sanofi:

Sanofi
54 rue La Boétie
75008 Paris, France
Attention: Marie Debans; Corinne Cervantes; Alexander de Daranyi

with a copy to:

Life Sciences Law
870 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
Attention: Sheila Mikhail

if to Scynexis:

3501 C Tricenter Boulevard
Durham, North Carolina 27713
Attn: Yves Ribeill, Ph.D
President and Chief Executive Officer
Tel: (919) 544-8600
Fax: (919) 544-8697

- C. **Terms Defined.** As used herein, capitalized terms shall have the meanings given to them in the Facility, as in effect at any given time, except as otherwise defined herein, or as the context otherwise requires, provided that, the definitions of Preferred Stock and Holders shall have the meanings given to them in the Fourth Amendment Agreement.
- D. **Waiver.** On or prior to the Guarantee Extension Agreement Effective Date, and contingent upon Scynexis fully executing and delivering that certain Certificate attached to the HEOS Waiver (as defined below), Sanofi has waived in writing, all of its rights in connection with HEOS[®] information management software, together with all parts, accessories, attachments, replacements thereof and additions thereto other than any

hardware including any tangible Collateral (as defined in the Security Agreement) in which such elements have been uploaded in the past (collectively, the “HEOS Software” the waiver referred to as the “HEOS Waiver”), as further described in the HEOS Waiver, attached hereto as Exhibit D. Any inaccuracy of any representation or warranty and any breach of any covenant hereunder arising in connection with the HEOS Software shall not constitute a breach hereunder to the extent waived in the HEOS Waiver.

- E. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.
- F. Entire Agreement. This Agreement, and the terms and provisions hereof, constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous amendments or understandings with respect to the subject matter hereof; whether express or implied, oral or written.
- G. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- H. Further Assurances. The Parties each, at any time or from time to time shall execute and deliver or cause to be executed and delivered such further assurances, instruments, consents, waivers, or documents as may be reasonably necessary to fulfill the terms and conditions of this Agreement. The responsible party shall promptly cure any defects in the execution and delivery of the documents evidencing the granting of the board observer rights and immediately execute and deliver to the other Party all such other and further instruments as may be reasonably required from time to time in order to satisfy or comply with the covenants and agreements made in this Agreement.
- I. Specific Performance. Irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with the terms hereof, and the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.
- J. Venue. SCYNEXIS HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF NORTH CAROLINA AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE

PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. SCYNEXIS HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 5.B. OF THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Scynexis and Sanofi have caused this Agreement to be executed by their respective duly authorized agents or officers, to be effective as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Yves Ribeill

Name: Yves Ribeill

Title: President and CEO

SANOFI

By: /s/ Jerome Contamine

Name: Jerome Contamine

Title: Executive Vice President, Chief Financial Officer

Exhibit A

Sanofi Board Observation Rights Agreement

BOARD OBSERVATION RIGHTS AGREEMENT

This Board Observation Rights Agreement (this "Agreement") is made and entered into as of 5 March 2013 (the "Effective Date") by and between Sanofi, a French Société Anonyme ("Sanofi"), and Scynexis, Inc., a Delaware corporation ("Scynexis"), together with Sanofi, the "Parties").

RECITALS

WHEREAS, Sanofi and HSBC Bank USA, National Association ("HSBC") entered into that certain Stand-Alone First Demand Guarantee, dated as of April 9, 2010, as subsequently amended (the "Guarantee"), whereby Sanofi guaranteed the loan;

WHEREAS, the Parties entered into that certain Reimbursement Agreement; General Security Agreement dated as of April 9, 2010 (the "Security Agreement");

WHEREAS, Scynexis has requested that Sanofi amend and extend the Expiration Date of the Guarantee (as defined therein) to and including 30 January 2015;

WHEREAS, Sanofi is willing to amend and extend the Expiration Date of the Guarantee, subject to the terms of that certain Guarantee Extension Agreement dated as of 5 March 2013, by and between Parties (the "GEA");

WHEREAS, in consideration of the amendment and extension of the Guarantee, Sanofi requires that Scynexis obtain all necessary consents to grant and shall subsequently grant Sanofi and Merial Limited ("Merial") board observation rights;

WHEREAS, Merial is the Animal Health Division of Sanofi;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. RIGHTS GRANTED

As consideration for the amendment and extension of the Guarantee, Scynexis hereby grants Sanofi the following rights:

- A. Additional Observer Rights. In addition to the contractual board observer rights Sanofi shall be entitled to in Section 1.B. below, Sanofi shall be entitled to receive and Scynexis shall furnish: (a) nonpublic financial information about Scynexis; (b) the same financial information as set forth in Sections 3.1(a), (b) and (c) of that certain Fourth Amended and Restated Investor Rights Agreement of Scynexis dated as of 5 March 2013 (the "Fourth Amended and Restated Investor Rights Agreement"); and (c) inspection rights equivalent to the rights set out in Section 3.2 of the Fourth Amended and Restated Investor Rights Agreement.

-
- B. Sanofi Observer. Until the later of (i) all obligations of Sanofi under or in connection with the Guarantee (whether current, future, actual or contingent) irrevocably terminating and (ii) Sanofi having been irrevocably indemnified (by cash payment) in full by Scynexis for all amounts Sanofi shall have paid (if any) under or in connection with the Guarantee, Scynexis shall invite Sanofi, and Sanofi shall have the right, but not the obligation, to designate one (1) individual who shall be reasonably acceptable to Scynexis, which consent shall not be unreasonably withheld, conditioned, or delayed (the “Sanofi Observer”) to attend in a nonvoting observer capacity all meetings of the Board of Directors of Scynexis (the “Scynexis Board”), provided that, Sanofi will exercise reasonableness when deciding whether to send such Sanofi Observer to any meeting of the Scynexis Board taking into consideration available meeting space, and in connection therewith, Scynexis shall give the Sanofi Observer copies of all notices, minutes, consents and other materials, financial or otherwise, which Scynexis provides to the Scynexis Board; provided, however, that Scynexis reserves the right to exclude the Sanofi Observer from access to any material or meeting or portion thereof if Scynexis believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege between Scynexis and its counsel, to protect highly confidential information, or if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Sanofi or its affiliates and the Scynexis Board reasonably determines that it is in the best interest of Scynexis to withhold such information from Sanofi Observer; provided that such exclusion of the Sanofi Observer is to the minimum extent required to preserve the attorney-client privilege, to protect highly confidential information, or to protect competitive third parties interests, as applicable.
- C. Confidentiality. Sanofi Observer agrees to use, and to use the same degree of care that Sanofi Observer uses to protect its own confidential information and to keep confidential any information furnished to it pursuant to Sections 3.1 and 3.2 of the Fourth Amended and Restated Investor Rights Agreement that Scynexis identifies as being confidential or proprietary (so long as such information is not in the public domain), except that Sanofi Observer may disclose such proprietary or confidential information to any subsidiary, affiliate or parent of Sanofi as long as such subsidiary, affiliate or parent is advised of the confidentiality provisions of this Section 1.C. Sanofi Observer shall have no obligations of confidentiality or non-use with respect to information (i) at such time as it enters the public domain through no fault of Sanofi Observer; (ii) that is communicated to it by a third party free of any obligation of confidentiality to Scynexis known to Sanofi Observer; or (iii) that is developed by Sanofi Observer or its agents independently of and without reference to any confidential information communicated by Scynexis. Without limiting the foregoing,

the Sanofi Observer may disclose all information provided to the Sanofi Observer in connection with the Sanofi Observer's rights under this Agreement to Sanofi and to any subsidiary, parent or affiliate of Sanofi, provided that, Sanofi Observer may not disclose any information provided to it that Scynexis identifies as being confidential or proprietary (unless the addressee of the disclosure is advised of the confidentiality provisions of this Section 1.C.), except to the extent required to be disclosed by law, court order, or regulatory process, (but solely to the extent such information has not otherwise been disclosed by Scynexis to Sanofi's shareholders as a result of its ongoing business relationship). Nothing in this Agreement shall prevent disclosure to any stock exchange, subsidiary, affiliate, parent, attorney, tax authority, financial, antitrust, trade or life science regulator, auditor, or accountant of Sanofi or of any subsidiary thereof. Sanofi and the Sanofi Observer shall have no fiduciary duty, including, without limitation, a duty of loyalty or care, to Scynexis or any shareholder of the Company, under Delaware law or otherwise, with respect to or arising from Sanofi's and the Sanofi Observer's rights and position as a board observer or receipt of information from Scynexis. Notwithstanding any other provision in this Agreement, the obligation of confidentiality and non-use of this Section 1.C. shall only apply to information which in the reasonable judgment of Scynexis and Sanofi from content and circumstances is confidential.

- D. Termination. The rights described in this Agreement shall terminate and be of no further force or effect upon the later of: (a) the first date that Sanofi and Sanofi's affiliates no longer hold any shares of Scynexis's stock (or shares of Scynexis's stock issued upon conversion thereof) or (b) Sanofi no longer has any obligations under the Guarantee and Scynexis no longer has any obligations under the Security Agreement. In addition, Sanofi shall have the right to replace or terminate Sanofi Observer any time, without prior notice to Scynexis, and without cause. The confidentiality provision of this Agreement shall survive any termination for five (5) years.

SECTION 2. REPRESENTATIONS AND WARRANTIES

Scynexis represents and warrants to Sanofi as of the Effective Date that the following statements are true and correct in all material respects:

- A. Corporate Power and Authority. Scynexis has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- B. Authorization of Agreements. The execution and delivery of this Agreement by Scynexis has been duly authorized by all necessary action on the part of Scynexis.
- C. Necessary Consents. All necessary consents, approvals, waivers, instruments, amendments, registrations, and authorizations of all governmental authorities and other Persons, including, without limitation, the Scynexis Board and shareholders of Scynexis, in connection with this Agreement have been obtained.

-
- D. No Conflict. The execution, delivery and performance of this Agreement by Scynexis does not and will not: (i) violate: (A) any provision of any law or any governmental rule or regulation applicable to Scynexis; (B) the certificate or articles of incorporation or partnership agreement or other agreements by which Scynexis is bound, other constitutive documents or by-laws of the Scynexis; or (C) any order, judgment or decree of any court or other agency or government binding on the Scynexis; (ii) conflict with, result in a breach or constitute (with or without due notice or lapse of time or both) a conflict, breach or default under any Contractual Obligation of Scynexis, except to the extent such conflict, breach or default could not reasonably be expected to have a Material Adverse Effect, or has otherwise been specifically waived by Sanofi, in writing; or (iii) require any approval of stockholders, directors, members or partners or any approval or consent of any Person under any Contractual Obligation of Scynexis, except for such approvals or consents which will be obtained on or before the Effective Date and disclosed to Sanofi, and except for any such approvals or consents the failure of which to obtain will not have a Material Adverse Effect.

For the purposes of this Agreement, "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, joint stock company, trust, land trust, business trust, employee benefit plan or trust, unincorporated organization or other entity. For the purposes of this Agreement, "Material Adverse Effect" shall mean (a) a material adverse change in, or a material adverse effect upon, the assets, properties, operations, business, or condition (financial or otherwise) of Scynexis, (b) a material impairment of the ability of Scynexis or an affiliate of Scynexis to perform under any Loan Document (as defined below) to which it is a party, or (c) a material adverse effect upon the legality, validity, binding effect, or enforceability against Scynexis of any Loan Document to which it is a party. For the purposes of this Agreement, "Contractual Obligations" shall mean as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument or arrangement (whether in writing or otherwise) to which such Person is a party or by which it or any of such Person's property is bound. For the purposes of this Agreement, "Loan Documents" shall mean the Security Agreement, the GEA, that Credit Agreement by and between HSBC and Scynexis, dated as of April 9, 2010 (the "Credit Agreement"), as in effect at any given time, that certain Board Observation Rights Agreement, by and between Merial and Scynexis, dated as of ___ March 2013 (the "Merial BORA") and this Agreement.

-
- E. Binding Obligation. This Agreement has been duly executed and delivered by Scynexis and the Agreement is the legally valid and binding obligation of Scynexis, enforceable against Scynexis in accordance with its respective terms.
- F. Absence of Default. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Agreement that would constitute an Event or Default or Default (as defined in the Facility).

SECTION 3. MISCELLANEOUS

- A. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of North Carolina, without giving effect to applicable principles of conflicts of laws thereof.
- B. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made as of the date delivered or mailed if delivered in person, by telecopy, cable, telegram or telex, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Sanofi:

Sanofi
54 rue La Boétie
75008 Paris, France
Attention: Marie Debans; Corinne Cervantes; Alexander de Daranyi

with a copy to:

Life Sciences Law
870 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
Attention: Sheila Mikhail

if to Scynexis:

3501C Tricenter Boulevard
Durham, North Carolina 27713
Attn: Yves Ribeill, Ph.D.
President and Chief Executive Officer
Tel: (919) 544-8600
Fax: (919) 544-8697

-
- C. Indemnity. Without prejudice to the provisions of Section 1.C, and without creating any implication that observer owes any fiduciary duties of any kind, including, without limitation, a duty of loyalty or care, to Scynexis, its shareholders, its affiliates and other related Persons or any other person or entity, Scynexis shall, to the maximum extent legally permissible, indemnify, defend and hold harmless each and every person who may serve or who has served at any time as a Sanofi Observer against any and all losses, costs, expenses and liabilities of any type, kind or nature, including, without limitation, counsel fees and expenses, judgments, fines, excise taxes, penalties and settlement payments, or other costs, incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding, whether in law or in equity, in which he or she may become involved as a result of, by virtue of being a Sanofi Observer, or by reason of his or her service in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Section 3.C, shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Section 3.C, which adversely affects the right of an indemnified person under this Section 3.C, shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of Sanofi.

- D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.
- E. Entire Agreement. This Agreement, and the terms and provisions hereof, constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous amendments or understandings with respect to the subject matter hereof, whether express or implied, oral or written.
- F. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- G. Further Assurances. The Parties each, at any time or from time to time, shall execute and deliver or cause to be executed and delivered such further assurances, instruments, consents, waivers, or documents as may be reasonably necessary to fulfill the terms and conditions of this Agreement. The responsible party shall promptly cure any defects in the execution and delivery of the documents evidencing

the granting of the board observer rights and immediately execute and deliver to the other Party all such other and further instruments as may be reasonably required from time to time in order to satisfy or comply with the covenants and agreements made in this Agreement.

- H. Specific Performance. Irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with the terms hereof, and the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.
- I. Venue. SCYNEXIS HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NORTH CAROLINA AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. SCYNEXIS HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 3.B. OF THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Scynexis and Sanofi have caused this Agreement to be executed by their respective duly authorized agents or officers, to be effective as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Yves Ribeill

Name: Yves Ribeill

Title: President and CEO

SANOFI

By: /s/ Jérôme Contamine

Name: Jérôme Contamine

Title: Executive Vice President, Chief Financial Officer

Exhibit B
Merial Board Observation Rights Agreement

BOARD OBSERVATION RIGHTS AGREEMENT

This Board Observation Rights Agreement (this "Agreement") is made and entered into as of 8 March 2013 (the "Effective Date") by and between Merial Limited, a company domesticated in Delaware ("Merial"), and Scynexis, Inc., a Delaware corporation ("Scynexis"), together with Merial, the "Parties").

RECITALS

WHEREAS, Sanofi, a French Société Anonyme ("Sanofi"), and HSBC Bank USA, National Association ("HSBC") entered into that certain Stand-Alone First Demand Guarantee, dated as of April 9, 2010, as subsequently amended (the "Guarantee"), whereby Sanofi guaranteed the loan;

WHEREAS, Scynexis has requested that Sanofi amend and extend the Expiration Date of the Guarantee (as defined therein) to and including 30 January 2015;

WHEREAS, Sanofi is willing to amend and extend the Expiration Date of the Guarantee, subject to the terms of that certain Guarantee Extension Agreement, dated as of __ March 2013, by and between the Parties (the "GEA");

WHEREAS, in consideration of the amendment and extension of the Guarantee, Sanofi requires that Scynexis obtain all necessary consents to grant and shall subsequently grant Sanofi and Merial board observation rights;

WHEREAS, Merial is the Animal Health Division of Sanofi;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. RIGHTS GRANTED

As consideration for the amendment and extension of the Guarantee, Scynexis hereby grants Merial the following rights:

- A. Additional Observer Rights. In addition to the contractual board observer rights Merial shall be entitled to in Section 1.B. below, Merial shall be entitled to receive and Scynexis shall furnish: (a) nonpublic financial information about Scynexis; (b) the same financial information as set forth in Sections 3.1(a), (b) and (c) of that certain Fourth Amended and Restated Investor Rights Agreement of Scynexis, dated as of March __ 2013 (the "Fourth Amended and Restated Investor Rights Agreement"); and (c) inspection rights equivalent to the rights set out in Section 3.2 of the Fourth Amended and Restated Investor Rights Agreement.

-
- B. Merial Observer. Scynexis shall invite Merial, and Merial shall have the right, but not the obligation, to designate one (1) individual who shall be reasonably acceptable to Scynexis, during any period that a representative of Merial is not a member of the Board of Directors of Scynexis (the "Scynexis Board"), which consent shall not be unreasonably withheld, conditioned, or delayed (the "Merial Observer") to attend in a nonvoting observer capacity all meetings of the Scynexis Board, and in connection therewith, Scynexis shall give the Merial Observer copies of all notices, minutes, consents and other materials, financial or otherwise, which Scynexis provides to the Scynexis Board; provided, however, that Scynexis reserves the right to exclude the Merial Observer from access to any material or meeting or portion thereof if Scynexis believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege between Scynexis and its counsel, to protect highly confidential information, or if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Merial or its affiliates and the Scynexis Board reasonably determines that it is in the best interest of Scynexis to withhold such information from Merial; provided that such exclusion of the Merial Observer is to the minimum extent required to preserve the attorney-client privilege, to protect highly confidential information, or to protect competitive third parties interests, as applicable.
- C. Confidentiality. Merial Observer agrees to use, and to use the same degree of care that Merial Observer uses to protect its own confidential information and to keep confidential any information furnished to it pursuant to Sections 3.1 and 3.2 of the Fourth Amended and Restated Investor Rights Agreement, that Scynexis identifies as being confidential or proprietary (so long as such information is not in the public domain), except that Merial Observer may disclose such proprietary or confidential information to any subsidiary, affiliate or parent of Merial as long as such subsidiary, affiliate or parent is advised of the confidentiality provisions of this Section 1.C. Merial Observer shall have no obligations of confidentiality or non-use with respect to information (i) at such time as it enters the public domain through no fault of Merial; (ii) that is communicated to it by a third party free of any obligation of confidentiality to Scynexis known to Merial Observer; or (iii) that is developed by Merial Observer or its agents independently of and without reference to any confidential information communicated by Scynexis. Without limiting the foregoing, the Merial Observer may disclose all information provided to the Merial Observer in connection with the Merial Observer's rights under the this Agreement to Merial, Sanofi and to any subsidiary, parent or affiliate of Sanofi, provided that, Merial Observer may not disclose any information provided to it that Scynexis identifies as being confidential or proprietary (unless the addressee of the disclosure is advised of the confidentiality provisions of this Section 1.C.), except to the extent required to be disclosed by law, court order or regulatory process, (but solely to the extent such

information has not otherwise been disclosed by Scynexis to Merial's shareholders as a result of its ongoing business relationship). Nothing in this Agreement shall prevent disclosure to any stock exchange, subsidiary, affiliate, parent, attorney, tax authority, financial, antitrust, trade or life science regulator, auditors, accountants of Merial or of any parent or subsidiary thereof. Merial and the Merial Observer shall have no fiduciary duty, including, without limitation, a duty of loyalty or care, to Scynexis or any shareholder of Scynexis, under Delaware law or otherwise, with respect to or arising from Merial's and the Merial Observer's rights and position as a board observer or receipt of information from Scynexis. Notwithstanding any other provision in this Agreement, the obligation of confidentiality and non-use of this Section 1.C. shall only apply to information which in the reasonable judgment of Scynexis and Merial from content and circumstances is confidential.

- D. Termination. The rights described in this Agreement shall terminate and be of no further force or effect upon the later of: (a) the first date that Merial and Merial's affiliates no longer hold any shares of Scynexis's stock (or shares of Scynexis's stock issued upon conversion thereof) or (b) Sanofi no longer has any obligations under the Guarantee and Scynexis no longer has any obligations under the Security Agreement. In addition, Merial shall have the right to replace or terminate the Merial Observer any time, without prior notice to Scynexis, and without cause. The confidentiality provision of this Agreement shall survive any termination for five (5) years.

SECTION 2. REPRESENTATIONS AND WARRANTIES

Scynexis represents and warrants to Merial as of the Effective Date that the following statements are true and correct in all material respects:

- A. Corporate Power and Authority. Scynexis has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- B. Authorization of Agreements. The execution and delivery of this Agreement by Scynexis has been duly authorized by all necessary action on the part of Scynexis.
- C. Necessary Consents. All necessary consents, approvals, waivers, instruments, amendments, registrations, and authorizations of all governmental authorities and other Persons, including, without limitation, the Scynexis Board and shareholders of Scynexis, in connection with this Agreement have been obtained.
- D. No Conflict. The execution, delivery and performance of this Agreement by Scynexis does not and will not: (i) violate: (A) any provision of any law or any governmental rule or regulation applicable to Scynexis; (B) the certificate or articles of incorporation or partnership agreement or other agreements by which Scynexis is bound, other constitutive documents or by-laws of the Scynexis; or (C) any order,

judgment or decree of any court or other agency or government binding on the Scynexis; (ii) conflict with, result in a breach or constitute (with or without due notice or lapse of time or both) a conflict, breach or default under any Contractual Obligation of Scynexis, except to the extent such conflict, breach or default could not reasonably be expected to have a Material Adverse Effect, or has otherwise been specifically waived by Sanofi in writing; or (iii) require any approval of stockholders, directors, members or partners or any approval or consent of any Person under any Contractual Obligation of Scynexis, except for such approvals or consents which will be obtained on or before the Effective Date and disclosed to Merial, and except for any such approvals or consents the failure of which to obtain will not have a Material Adverse Effect.

For the purposes of this Agreement, “Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, joint stock company, trust, land trust, business trust, employee benefit plan or trust, unincorporated organization or other entity. For the purposes of this Agreement, “Material Adverse Effect” shall mean (a) a material adverse change in, or a material adverse effect upon, the assets, properties, operations, business, or condition (financial or otherwise) of Scynexis, (b) a material impairment of the ability of Scynexis or an affiliate of Scynexis to perform under any Loan Document (as defined in the First Amendment to Credit Agreement) to which it is a party, or (c) a material adverse effect upon the legality, validity, binding effect, or enforceability against Scynexis of any Loan Document to which it is a party. For the purposes of this Agreement, “Contractual Obligations” shall mean as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument or arrangement (whether in writing or otherwise) to which such Person is a party or by which it or any of such Person’s property is bound. For the purposes of this Agreement, “Loan Documents” shall mean that certain Security Agreement by and between Sanofi and Scynexis, dated as of April 9, 2010 (the “Security Agreement”), the GEA, that certain Facility, by and between Scynexis and HSBC, dated as of April 9, 2010 (the “Facility”), as in effect at any given time, that certain Board Observation Rights Agreement, by and between Sanofi and Scynexis, dated as of March __ 2013 (the “Sanofi BORA”) and this Agreement.

- E. Binding Obligation. This Agreement has been duly executed and delivered by Scynexis and the Agreement is the legally valid and binding obligation of Scynexis, enforceable against Scynexis in accordance with its respective terms.
- F. Absence of Default. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Agreement that would constitute an Event of Default or Default (as defined in the Facility).

SECTION 3. MISCELLANEOUS

- A. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of North Carolina, without giving effect to applicable principles of conflicts of laws thereof.
- B. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made as of the date delivered or mailed if delivered in person, by telecopy, cable, telegram or telex, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Merial:

Merial Limited
3239 Satellite Boulevard
Duluth, Georgia 30096
Attention: US General Counsel
Fax: 678-638-3960

with a copy to:

Life Sciences Law
870 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
Attention: Sheila Mikhail

if to Scynexis:

3501C Tricenter Boulevard
Durham, North Carolina 27713
Attn: Yves Ribeill, Ph.D
President and Chief Executive Officer
Tel: (919) 544-8600
Fax: (919) 544-8697

- C. Indemnity. Without prejudice to the provisions of Section 1.C. and without creating any implication that observer owes any fiduciary duties of any kind, including, without limitation, a duty of loyalty or care, to Scynexis, its shareholders, its affiliates and other related Persons or any other person or entity, Scynexis shall, to the maximum extent legally permissible, indemnify, defend and hold harmless each and every person who may serve or who has served at any time as a Merial Observer against any and all losses, costs, expenses and liabilities of any type, kind or nature, including, without limitation, counsel fees and expenses, judgments, fines, excise taxes, penalties and settlement payments, or other costs, incurred by or imposed upon

such person in connection with any threatened, pending or completed action, suit or proceeding, whether in law or in equity, in which he or she may become involved as a result of, by virtue of being a Merial Observer, or by reason of his or her service in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Section 3.C. shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Section 3.C. which adversely affects the right of an indemnified person under this Section 3.C. shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of Merial.

- D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.
- E. Entire Agreement. This Agreement, and the terms and provisions hereof, constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous amendments or understandings with respect to the subject matter hereof, whether express or implied, oral or written.
- F. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- G. Further Assurances. The Parties each, at any time or from time to time, shall execute and deliver or cause to be executed and delivered such further assurances, instruments, consents, waivers, or documents as may be reasonably necessary to fulfill the terms and conditions of this Agreement. The responsible party shall promptly cure any defects in the execution and delivery of the documents evidencing the granting of the board observer rights and immediately execute and deliver to the other Party all such other and further instruments as may be reasonably required from time to time in order to satisfy or comply with the covenants and agreements made in this Agreement.
- H. Specific Performance. Irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with the terms hereof, and the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

-
- I. Venue. SCYNEXIS HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NORTH CAROLINA AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. SCYNEXIS HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 3.B. OF THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Scynexis and Merial have caused this Agreement to be executed by their respective duly authorized agents or officers, to be effective as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Yves Ribeill
Name: Yves Ribeill
Title: President and CEO

MERIAL LIMITED

By: /s/ Jose Barella
Name: Jose Barella
Title: Global Chairman

Exhibit C

Final Draft of First Amendment to Facility

AMENDMENT NO. 1 dated as of March 8, 2013 to the credit agreement referred to below (this "Amendment No. 1"), between SCYNEXIS, INC., a corporation organized under the laws of Delaware (the "Company"), and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the "Bank").

WHEREAS, the Company and the Bank are party to a credit agreement dated as of April 9, 2010 (the "Existing Credit Agreement"), providing for revolving credit loans and a term loan to be made by the Bank to the Company in an aggregate principal amount of up to \$15,000,000; and

WHEREAS, the parties hereto desire to amend the Existing Credit Agreement in certain respects, including to extend the maturity thereof.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise expressly defined herein, terms defined in the Existing Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below and to the accuracy, on the Effective Date (as defined below), of the representations and warranties contained in Section 3 below, the Existing Credit Agreement shall be amended as follows:

2.01 References. References in the Existing Credit Agreement to "this Letter Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Existing Credit Agreement as amended hereby.

2.02 Extension of Maturity Date. Section 1.1(a) of the Existing Credit Agreement shall be amended by replacing the date "11 March, 2013" with the date "31 December, 2014".

2.03 Interest Period. Section 1.8(a) of the Existing Credit Agreement shall be amended by adding the words "(as to which term a quotation for the London interbank offered rate is published)" following the words "90 days".

Section 3. Representations and Warranties. The Company represents and warrants to the Bank that as of the date hereof both immediately prior to and after giving effect to this Amendment No. 1 (a) the representations and warranties of the Company set forth in the Existing Credit Agreement are true and correct on and as of the date hereof as if made on and as of the date hereof, as if each reference therein to "this Letter Agreement" included reference to this Amendment No. 1, and (b) no Event of Default or event which with notice or lapse of time or both would become an Event of Default, has occurred and is continuing.

Section 4. Conditions Precedent. As provided in Section 2 above, the amendments to the Existing Credit Agreement set forth in said Section 2 shall become effective subject to the satisfaction of the following conditions precedent on or before March 11, 2013 (the first date upon which such conditions shall have been satisfied herein referred to as the "Effective Date");

4.01 Documents. The Bank shall have received the following documents, each of which shall be satisfactory to the Bank in form and substance:

(a) Amendment No. 1. An executed copy of this Amendment No. 1.

(b) Secretary's Certificate. A certificate from the Secretary of the Company certifying (i) as to the incumbency and signature of each officer authorized to execute and deliver on behalf of the Company this Amendment No. 1, (ii) that attached thereto are the true and complete copies of the Certificate of Incorporation and the By-Laws of the Company and all amendments thereto, and (iii) that attached thereto is a true and complete copy of the resolutions of the Board of Directors of the Company authorizing the execution, delivery and performance by the Company of this Amendment No. 1 (or, in each case, written confirmation that such documents have not changed since those delivered in connection with the most recent amendment of the Existing Credit Agreement).

(c) Confirmation and Extension of Guaranty. A letter from Sanofi (formerly, sanofi-aventis) extending the expiration date of the Guaranty to January 30, 2015 and confirming that the Guaranty remains in full force and effect after giving effect to this Amendment No. 1.

Section 5. Miscellaneous. Except as otherwise expressly set forth herein, nothing in this Amendment No. 1 shall be deemed to constitute an amendment or modification of any provision of the Existing Credit Agreement. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered as of the day and year first above written.

COMPANY

SCYNEXIS, INC.

By: /s/ Yves Ribeill
Name: Yves Ribeill
Title: CEO & President

BANK

HSBC BANK USA, NATIONAL ASSOCIATION

By: /s/ Courtney Wright
Name: Courtney Wright
Title: Vice President
Multinationals #19791

Exhibit D
HEOS Waiver

SCYNEXIS, INC.

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

SCYNEXIS, INC.

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT

THIS FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT (the “**Agreement**”) is entered into as of the 11th day of December, 2013, (the “**Agreement Date**”) by and among **Scynexis, Inc.**, a Delaware corporation (the “**Company**”), and the Investors listed on **Exhibit A** hereto.

RECITALS

WHEREAS, the Company and certain holders of capital stock of the Company are parties to a Fourth Amended and Restated Investor Rights Agreement, dated as of March 5, 2013 (the “**Prior Agreement**”);

WHEREAS, certain of the Investors are purchasing shares of the Company’s Series D-2 Stock, pursuant to that certain Series D-2 Preferred Stock Purchase Agreement (the “**Purchase Agreement**”) of even date herewith (the “**Financing**”);

WHEREAS, the obligations in the Purchase Agreement are conditioned upon the execution and delivery of this Agreement;

WHEREAS, certain of the Investors are holders of the capital stock of the Company representing at least sixty-five percent (65%) of the Preferred Stock outstanding as of the date of this Agreement (collectively, the “**Requisite Investors**”);

WHEREAS, in connection with the consummation of the Financing, the Company and the Requisite Investors desire to amend and restate the Prior Agreement, in the manner and to the extent set forth herein; and

NOW, THEREFORE, in consideration of these premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

SECTION 1. GENERAL.

1.1 Amendment and Restatement of Prior Agreement. The Prior Agreement is hereby amended in its entirety and restated herein. Such amendment and restatement is effective upon the execution of the Agreement by the Company and the Requisite Investors. Upon such execution, all provisions of, rights granted and covenants made in the Prior Agreement are hereby waived, released and superseded in their entirety and shall have no further force or effect, including, without limitation, all rights of first refusal and any notice period associated therewith

otherwise applicable to the transactions contemplated by the Purchase Agreement and the Note Purchase Agreements.

1.2 Definitions. As used in this Agreement the following terms shall have the following respective meanings:

(a) “Common Stock” means the common stock of the Company, \$.001 par value per share.

(b) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(c) “Form S-3” means such form under the Securities Act as in effect on the date hereof or any successor or similar registration form under the Securities Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by the Company with the SEC.

(d) “Founders” means the individuals designated as “Founders” on **Exhibit A** hereto.

(e) “Fully Diluted Capitalization” means all of the outstanding capital stock of the Company, of whatever class or series, and all shares issuable under any and all convertible securities, including, without limitation, warrants and convertible promissory notes, and all shares reserved under any stock option plan for options not yet granted and for options outstanding but unexercised.

(f) “Guarantee” that certain Stand-Alone First Demand Guarantee, dated as of 9 April 2010, as amended, between Sanofi and HSBC Bank USA, National Association.

(g) “Holder” means any person owning of record Registrable Securities or Series A Registrable Securities that have not been sold to the public or any assignee of record of such Registrable Securities or Series A Registrable Securities in accordance with Section 2.10 hereof.

(h) “Initial Offering” means the Company’s first firm commitment underwritten public offering of its Common Stock registered under the Securities Act.

(i) “Investors” means the Series B Investors, the Series C Investors and the Series D Investors.

(j) “Major Investor” means an Investor that holds not less than 5% of the Company’s Fully Diluted Capitalization.

(k) “Merial” means Merial Limited, a company limited by shares registered in England and Wales (registered number 3332751) with a registered office at PO Box 327, Sandringham House, Sandringham Avenue, Harlow Business Park, Harlow, Essex CM19 5TG, England, and domesticated in Delaware, USA as Merial LLC.

(l) “Merial Observer” shall have the meaning as set forth in Section 3.7(c) hereof.

(m) “Merial Observer Agreement” means that certain Board Observation Rights Agreement by and between Company and Merial, dated March 5, 2013.

(n) “Note Purchase Agreements” means that certain Note and Warrant Purchase Agreement dated December 7, 2011, and that certain Note Purchase Agreement, dated June 28, 2013, respectively.

(o) “Preferred Stock” means the Company’s Series A Stock, the Series B Stock, the Series C Stock, the Series C-1 Stock, the Series C-2 Stock, the Series D-1 Stock and the Series D-2 Stock, all having a par value of \$.001 per share.

(p) “Preferred Stock Investors” means the Series B Investors, the Series C Investors and the Series D Investors.

(q) “Register,” “registered,” and “registration” refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of effectiveness of such registration statement or document.

(r) “Registrable Securities” means (a) Common Stock of the Company issuable or issued upon conversion of the Shares, (b) any Common Stock of the Company issuable or issued upon exercise of the Warrants, and (c) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, such above-described securities. Notwithstanding the foregoing, Registrable Securities shall not include any securities (i) sold by a person to the public either pursuant to a registration statement or Rule, (ii) sold in a private transaction in which the transferor’s rights under Section 2 of this Agreement are not assigned or (iii) held by a Holder (together with its affiliates) if, as reflected on the Company’s list of stockholders, such Holder (together with its affiliates) holds less than 1% of the Company’s outstanding Common Stock (treating all shares of Preferred Stock on an as converted basis), the Company has completed its Initial Offering and all shares of Common Stock of the Company issuable or issued upon conversion of the Shares held by and issuable to such Holder (and its affiliates) may be sold pursuant to Rule 144 during any ninety (90) day period.

(s) “Registrable Securities then outstanding” shall be the number of shares of the Company’s Common Stock that are Registrable Securities and either (a) are then issued and outstanding or (b) are issuable pursuant to then exercisable or convertible securities.

(t) “Registration Expenses” shall mean all expenses incurred by the Company in complying with Sections 2.2, 2.3 and 2.4 hereof, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, reasonable fees and disbursements (not to exceed twenty-five thousand dollars (\$25,000) for a demand registration under Section 2.2, five thousand dollars (\$5,000) for a piggyback registration under Section 2.3, or ten thousand dollars (\$10,000) for an S-3 registration under Section 2.4) of a single special counsel for the Holders and the Founders participating in such

registration, blue sky fees and expenses and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company which shall be paid in any event by the Company).

(u) “Sanofi” shall mean Sanofi, a French Société Anonyme. Sanofi may be referred to herein as “Guarantor”.

(v) “Sanofi Observer” shall have the meaning set forth in Section 3.7(b) hereof.

(w) “Sanofi Observer Agreement” means that certain Board Observation Rights Agreement by and between Sanofi and the Company, dated as March 5, 2013.

(x) “SEC” or “Commission” means the Securities and Exchange Commission.

(y) “Securities Act” shall mean the Securities Act of 1933, as amended.

(z) “Selling Expenses” shall mean all underwriting discounts and selling commissions applicable to the sale.

(aa) “Series A Investors” means the persons designated as “Series A Investors” on **Exhibit A** hereto and the respective successors and/or permitted assigns of such persons.

(bb) “Series B Investors” means the persons designated as “Series B Investors” on **Exhibit A** hereto and the respective successors and/or permitted assigns of such persons.

(cc) “Series C Investors” means the persons designated as “Series C Investors,” “Series C-1 Investors” and “Series C-2 Investors” on **Exhibit A** hereto and the respective successors and/or permitted assigns of such persons.

(dd) “Series D Investors” means (i) the persons designated as “Series D-1 Investors” or “Series D-2 Investors” on **Exhibit A** hereto, and the respective successors and/or permitted assigns of such persons.

(ee) “Series A Registrable Securities” shall mean (a) the shares of Common Stock issued or issuable upon conversion of the Series A Stock and (b) any Common Stock of the Company issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, such above-described securities. Notwithstanding the foregoing, Series A Registrable Securities shall not include any securities (i) sold by a person to the public either pursuant to a registration statement or Rule, (ii) sold in a private transaction in which the transferor’s rights under Section 2 of this Agreement are not assigned or (iii) held by a Holder (together with its affiliates) if, as reflected on the Company’s list of stockholders, such Holder (together with its affiliates) holds less than 1% of the Company’s outstanding Common Stock (treating all shares of Preferred Stock on an as converted basis), the Company has completed its Initial Offering and all shares of Common Stock of the Company issuable or issued upon conversion of the Series A Stock held by and issuable to such Holder (and its affiliates) may be sold pursuant to Rule 144 during any ninety (90) day period.

(ff) "Series A Stock" shall mean the Company's Series A Preferred Stock.

(gg) "Series B Stock" shall mean the Company's Series B Preferred Stock.

(hh) "Series C Stock" shall mean the Company's Series C Preferred Stock.

(ii) "Series C-1 Stock" shall mean the Company's Series C-1 Preferred Stock.

(jj) "Series C-2 Stock" shall mean the Company's Series C-2 Preferred Stock.

(kk) "Series D-1 Stock" shall mean the Company's Series D-1 Preferred Stock.

(ll) "Series D-2 Stock" shall mean the Company's Series D-2 Preferred Stock.

(mm) "Series D Stock" shall mean either or both, as the context may require, of the Series D-1 Stock and Series D-2 Stock.

(nn) "Series C-1 Warrants" shall mean those certain warrants to purchase Series C-1 Stock held by the Series C-1 Warrant holders.

(oo) "Shares" shall mean the Company's Series B Stock, the Series C Stock, the Series C-1 Stock, the Series C-2 Stock, the Series D-1 Stock and the Series D-2 Stock held by the Investors listed on **Exhibit A** hereto and, for the purposes of Section 2 only, the Series C-1 Stock issuable upon exercise of the Series C-1 Warrants, and as to each of the foregoing, their successors and/or permitted assigns; *provided, however*, that "Shares" shall not include the Series C-1 Stock issuable upon exercise of the Series C-1 Warrants for the purposes of determining the "Initiating Holders", as such term is defined in Section 2.2, or for the purposes of Section 2.11.

(pp) "Special Registration Statement" shall mean (i) a registration statement relating to any employee benefit plan or (ii) with respect to any corporate reorganization or transaction under Rule 145 of the Securities Act, including any registration statements related to the issuance or resale of securities issued in such a transaction or (iii) a registration related to stock issued upon conversion of debt securities.

(qq) "Warrants" means those certain common stock warrants issued pursuant to the Note Purchase Agreements and the Purchase Agreement.

SECTION 2. REGISTRATION; RESTRICTIONS ON TRANSFER.

2.1 Restrictions on Transfer.

(a) Each Holder agrees not to make any disposition of all or any portion of the Shares, Series A Registrable Securities or Registrable Securities unless and until:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) (A) The transferee has agreed in writing to be bound by the terms of this Agreement, (B) such Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (C) if reasonably requested by the Company, such Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. After its Initial Offering, the Company will not require the transferee to be bound by the terms of this Agreement.

(b) Notwithstanding the provisions of subsection (a) above, no such restriction shall apply to a transfer by a Holder that is (A) a partnership transferring to its partners or former partners in accordance with partnership interests, (B) a corporation transferring to a wholly-owned subsidiary or a parent corporation that owns all of the capital stock of the Holder, or (C) a limited liability company transferring to its members or former members in accordance with their interest in the limited liability company, or (D) a gift transfer to the Holder's ancestors or the lineal descendants of such ancestors, or a gift transfer to a trust or family limited partnership for the benefit of such ancestors and descendants; *provided* that in each case the transferee will agree in writing to be subject to the terms of this Agreement to the same extent as if he were an original Holder hereunder.

(c) Each certificate representing Shares, Series A Stock, Series A Registrable Securities or Registrable Securities shall be stamped or otherwise imprinted with legends substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN INVESTOR RIGHTS AGREEMENT BY AND BETWEEN THE STOCKHOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

(d) The Company shall be obligated to reissue promptly unlegended certificates at the request of any Holder thereof if the Company has completed its Initial Offering and the Holder shall have obtained an opinion of counsel (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be so disposed of without registration, qualification and legend.

(e) Any legend endorsed on an instrument pursuant to applicable state securities laws and the stop-transfer instructions with respect to such securities shall be removed upon receipt by the Company of an order of the appropriate blue sky authority authorizing such removal or upon receipt by the Company of an opinion of counsel (which counsel may be counsel to the Company) reasonably acceptable to the Company to the effect that the securities proposed to be disposed of may lawfully be disposed in compliance with all applicable state securities laws.

2.2 Demand Registration.

(a) Subject to the conditions of this Section 2.2, if the Company shall receive a written request from the Holders of more than forty percent (40%) of the Registrable Securities (the “**Initiating Holders**”) that the Company file a registration statement under the Securities Act covering the registration of Registrable Securities, and the anticipated aggregate offering price, net of underwriting discounts and commissions, would exceed five million dollars \$5,000,000 (a “**Qualified Public Offering**”), then the Company shall, within ten (10) days of the receipt thereof, give written notice of such request to all Holders of Registrable Securities. Within fifteen (15) days after such notice has been sent by the Company, all other Holders of Registrable Securities may give written notice to the Company of such Holder’s intent to include some or all of its Registrable Securities in the registration. Subject to the limitations of this Section 2.2, the Company shall use its best efforts to effect, as expeditiously as reasonably possible, the registration under the Securities Act of all Registrable Securities that all Holders of Registrable Securities request to be registered.

(b) If the Initiating Holders or Requesting Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this Section 2.2 or any request pursuant to Section 2.4 and the Company shall include such information in the written notice referred to in Section 2.2(a) or Section 2.4(a), as applicable. In such event, the right of any Holder of Registrable Securities to include its Registrable Securities in such registration shall be conditioned upon such Holder’s participation in such underwriting and the inclusion of such Holder’s Registrable Securities in the underwriting to the extent provided herein. All Holders of Registrable Securities proposing to distribute their securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by a majority in interest of the Initiating Holders or Requesting Holders (which underwriter or underwriters shall be reasonably acceptable to the Company). Notwithstanding any other provision of this Section 2.2 or Section 2.4, if the underwriter advises the Company that marketing factors require a limitation of the number of securities to be underwritten (including Registrable Securities) then the Company shall so advise all Holders of Registrable Securities which would otherwise be underwritten pursuant hereto, and the number of shares that may be included in the underwriting shall be allocated to the Holders of such

Registrable Securities on a *pro rata* basis based on the number of Registrable Securities held by all such Holders of Registrable Securities (including the Initiating Holders or Requesting Holders); *provided, however*, that the number of shares of Registrable Securities to be included in such underwriting and registration shall not be reduced unless all other securities of the Company are first entirely excluded from the underwriting and registration. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from the registration.

(c) The Company shall not be required to effect a registration pursuant to this Section 2.2:

(i) prior to the earlier of (A) August 31, 2012 or (B) one hundred eighty (180) days following the effective date of the registration statement pertaining to the Initial Offering;

(ii) during the period starting with the date of filing of, and ending on the date one hundred eighty (180) days following the effective date of the registration statement pertaining to the Initial Offering; *provided* that the Company makes reasonable good faith efforts to cause such registration statement to become effective;

(iii) if within thirty (30) days of receipt of a written request from Initiating Holders pursuant to Section 2.2(a), the Company gives notice to the Holders of Registrable Securities of the Company's intention to file a registration statement for its Initial Offering within ninety (90) days; *provided* that the Company makes reasonable good faith efforts to cause such registration statement to become effective;

(iv) if the Company shall furnish to Holders of Registrable Securities requesting a registration statement pursuant to this Section 2.2, a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such registration statement to be effected at such time, in which event the Company shall have the right to defer such filing for a period of not more than ninety (90) days after receipt of the request of the Initiating Holders; *provided* that such right to delay a request shall be exercised by the Company not more than once in any twelve (12) month period; or

(v) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

2.3 Piggyback Registrations. The Company shall notify all Holders of Registrable Securities and Founders in writing at least thirty (30) days prior to the filing of any registration statement under the Securities Act for purposes of a public offering of securities of the Company (including, but not limited to, registration statements relating to secondary offerings of securities of the Company, but excluding Special Registration Statements) and will afford each such Holder of Registrable Securities and Founder an opportunity to include in such registration statement all or part of such Registrable Securities, Series A Registrable Securities or Common Stock (with respect to the Founders) held by such Holder of Registrable Securities and Founder,

subject to the limitations of this Section 2.3. Each Holder of Registrable Securities and Founder desiring to include in any such registration statement all or any part of the Registrable Securities, Series A Registrable Securities or Common Stock (with respect to the Founders) held by it (such included securities collectively referred to hereinafter as the “**Piggyback Securities**”) shall, within thirty (30) days after the above-described notice from the Company, so notify the Company in writing. Such notice shall state the intended method of disposition of the Piggyback Securities by such Holder or Founder. If a Holder of Registrable Securities or Founder decides not to include all of its securities in any registration statement thereafter filed by the Company, such Holder of Registrable Securities or Founder shall nevertheless continue to have the right to include its securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

(a) Underwriting. If the registration statement under which the Company gives notice under this Section 2.3 is for an underwritten offering, the Company shall so advise the Holders of Registrable Securities and Founders. In such event, the right of any such Holder of Registrable Securities or Founder to be included in a registration pursuant to this Section 2.3 shall be conditioned upon such Holder’s or Founder’s participation in such underwriting and the inclusion of such Holder’s or Founder’s Piggyback Securities in the underwriting to the extent provided herein. All Holders of Registrable Securities or Founders proposing to distribute their Piggyback Securities through such underwriting shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. Notwithstanding any other provision of this Agreement, if the underwriter determines in good faith that marketing factors require a limitation of the number of shares to be underwritten, the number of shares that may be included in the underwriting shall be allocated, first, to the Company; second, to the Holders of Registrable Securities on a *pro rata* basis based on the total number of Registrable Securities held by the Holders of Registrable Securities; and third, to the Holders of Series A Registrable Securities, the Founders and any other stockholder of the Company on a *pro rata* basis; *provided, however*, that no such reduction shall reduce the amount of Registrable Securities of the selling Holders included in the registration below twenty-five percent (25%) of the total amount of securities included in such registration, unless such offering is the Initial Offering and such registration does not include shares of any other selling stockholders, in which event any or all of the Registrable Securities of the Holders may be excluded in accordance with the immediately preceding clause. In no event will shares of any other selling stockholder, including the Holders of Series A Registrable Securities and the Founders, be included in such registration that would reduce the number of shares which may be included by Holders of Registrable Securities without the written consent of Holders of not less than sixty-six and two-thirds percent (66 2/3%) of the Registrable Securities proposed to be sold in the offering. If any Holder of Registrable Securities or Founder disapproves of the terms of any such underwriting, such Holder or Founder may elect to withdraw therefrom by written notice to the Company and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement. Any Piggyback Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration. For any Holder of Registrable Securities which is a partnership or corporation, the partners, retired partners and stockholders of such Holder, or the estates and family members of any such partners and retired partners and any trusts for the benefit of any of the foregoing person shall be deemed to be a single “Holder,” and any *pro rata* reduction with respect to such “Holder” shall be based upon

the aggregate amount of shares carrying registration rights owned by all entities and individuals included in such “Holder,” as defined in this sentence.

(b) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 2.3 prior to the effectiveness of such registration whether or not any Holder or Founder has elected to include securities in such registration. The Registration Expenses of such withdrawn registration shall be borne by the Company in accordance with Section 2.5 hereof.

2.4 Form S-3 Registration. In case the Company shall receive from any Holder or Holders of Registrable Securities (the “Requesting Holders”) a written request or requests that the Company effect a registration on Form S-3 (or any successor to Form S-3) or any similar short-form registration statement and any related qualification or compliance with respect to all or a part of the Registrable Securities owned by such Requesting Holders, the Company will:

(a) promptly give written notice of the proposed registration, and any related qualification or compliance, to all other Holders of Registrable Securities; and

(b) as soon as practicable, effect such registration and all such qualifications and compliances as may be so requested and as would permit or facilitate the sale and distribution of all or such portion of such Requesting Holders’ Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any other Holder or Holders of Registrable Securities joining in such request as are specified in a written request given within fifteen (15) days after receipt of such written notice from the Company; *provided, however*, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 2.4:

(i) if Form S-3 is not available for such offering by the Holders of Registrable Securities, or

(ii) if the Requesting Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public of less than one million dollars (\$1,000,000), or

(iii) if the Company shall furnish to the Holders of Registrable Securities a certificate signed by the Chairman of the Board of Directors of the Company stating that in the good faith judgment of the Board of Directors of the Company, it would be seriously detrimental to the Company and its stockholders for such Form S-3 registration to be effected at such time, in which event the Company shall have the right to defer the filing of the Form S-3 registration statement for a period of not more than ninety (90) days after receipt of the request of the Requesting Holders under this Section 2.4; *provided*, that such right to delay a request shall be exercised by the Company not more than once in any twelve (12) month period, or

(iv) in any particular jurisdiction in which the Company would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance.

(c) Subject to the foregoing, the Company shall file a Form S-3 registration statement covering the Registrable Securities and other securities so requested to be registered as soon as practicable after receipt of the requests of the Holders of Registrable Securities.

2.5 Expenses of Registration. Except as specifically provided herein, all Registration Expenses incurred in connection with any registration, qualification or compliance pursuant to Section 2.2 or any registration under Section 2.3 or Section 2.4 herein shall be borne by the Company. All Selling Expenses incurred in connection with any registrations hereunder, shall be borne by the holders of the securities so registered *pro rata* on the basis of the number of shares so registered. The Company shall not, however, be required to pay for expenses of any registration proceeding begun pursuant to Section 2.2 or 2.4, the request of which has been subsequently withdrawn by the Initiating Holders or the Requesting Holders unless the withdrawal is based upon material adverse information concerning the Company of which the Initiating Holders or Requesting Holders were not aware at the time of such request. If the Holders of Registrable Securities or Founders are required to pay the Registration Expenses, such expenses shall be borne by the holders of securities (including Registrable Securities) requesting such registration in proportion to the number of shares for which registration was requested.

2.6 Obligations of the Company. Whenever required to effect the registration of any Registrable Securities, Series A Registrable Securities or Common Stock (with respect to the Founders) pursuant to this Section 2, the Company shall, as expeditiously as reasonably possible:

(a) Prepare and file with the SEC a registration statement with respect to such securities and use its best efforts to cause such registration statement to become effective, and keep such registration statement effective for up to one hundred and eight (180) days or, if earlier, until the Holders of Registrable Securities or Founders have completed the distribution related thereto; *provided, however*, that at any time, upon written notice to the participating Holders or Founders and for a period not to exceed ninety (90) days thereafter (the “**Suspension Period**”), the Company may delay the filing or effectiveness of any registration statement or suspend the use or effectiveness of any registration statement (and the participating Holders or Founders hereby agree not to offer or sell any Registrable Securities pursuant to such registration statement during the Suspension Period) if the Company reasonably believes that the Company may, in the absence of such delay or suspension hereunder, be required under state or federal securities laws to disclose any corporate development the disclosure of which could reasonably be expected to have a material adverse effect upon the Company, its stockholders, a potentially significant transaction or event involving the Company, or any negotiations, discussions, or proposals directly relating thereto. No more than one (1) such Suspension Periods shall occur in any twelve (12) month period. In the event that the Company shall exercise its right to delay or suspend the filing or effectiveness of a registration hereunder, the applicable time period during which the registration statement is to remain effective shall be extended by a period of time equal to the duration of the Suspension Period. The Company may extend the Suspension Period for an additional consecutive sixty (60) days with the consent of the holders of sixty-five percent (65%) of the securities registered under the applicable registration statement and which have not yet been sold pursuant to such registration statement, which consent shall not be unreasonably withheld. If so directed by the Company, all Holders or Founders registering shares under such registration statement shall use their best efforts to deliver to the Company (at the Company’s

expense) all copies, other than permanent file copies then in such Holders' or Founders' possession, of the prospectus relating to such Registrable Securities current at the time of receipt of such notice. The Company shall not be required to file, cause to become effective or maintain the effectiveness of any registration statement that contemplates a distribution of securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act.

(b) Prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above.

(c) Before filing a registration statement or prospectus or any amendments or supplements thereto, the Company will furnish to each Holder of Registrable Securities or Founder selling securities covered by such registration statement and the underwriters, if any, copies of all such documents proposed to be filed (excluding exhibits, unless any such person shall specifically request exhibits), which documents will be subject to the review of such Holders and Founders and underwriters, and the Company will not file such registration statement or any amendment thereto or any prospectus or any supplement thereto (including any documents incorporated by reference therein) with the SEC if information in such registration statement or prospectus concerning a particular selling holder has changed and such holder or the underwriters, if any, shall reasonably object to such filing

(d) Furnish to the participating Holders or Founders such number of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of securities owned by them.

(e) Use its reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as shall be reasonably requested by the participating Holders or Founders and do any and all other acts which may be reasonably requested by the participating Holders or Founders to enable the disposition of the securities included in such registration statement; *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(f) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering. Each Holder or Founder participating in such underwriting shall also enter into and perform its obligations under such an agreement.

(g) Promptly notify each Holder or Founder holding securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The

Company will use reasonable efforts to amend or supplement such prospectus in order to cause such prospectus not to include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(h) Provide a transfer agent and registrar for all such Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) not later than the effective date of such registration statement.

(i) Make available for inspection by any participating Holder or Founder, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such selling holder or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the officers, directors, employees and independent accountants of the Company to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement.

(j) Promptly notify any participating Holders or Founders and the underwriters, if any, of the following events and (if requested by any such person) confirm such notification in writing: (1) the filing of the prospectus or any prospectus supplement and the registration statement and any amendment or post-effective amendment thereto and, with respect to the registration statement or any post-effective amendment thereto, the declaration of the effectiveness of such documents, (2) any requests by the SEC for amendments or supplements to the registration statement or the prospectus or for additional information, (3) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings for that purpose and (4) the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) for sale in any jurisdiction or the initiation or threat of initiation of any proceeding for such purpose.

(k) Use all reasonable efforts to prevent the entry of any order suspending the effectiveness of the registration statement and to obtain at the earliest possible moment the withdrawal of any such order, if entered.

(l) If reasonably requested by any underwriter or any participating Holder or Founder in connection with any underwritten offering, promptly incorporate in a prospectus supplement or post-effective amendment such information as the underwriters and the holders of a majority of the Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) being sold reasonably agree should be included therein relating to the sale of the Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder), including without limitation information with respect to the number of Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) being sold to such underwriters, the purchase price being paid therefor by such underwriters and any other terms of the underwritten (or best efforts underwritten) offering of the Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) to be sold in such offering, and make all required filings of such prospectus supplement or post-

effective amendment promptly after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment.

(m) Prior to the filing of any document which is to be incorporated by reference into the registration statement or the prospectus (after the initial filing of the registration statement with the SEC), promptly provide copies of such document to counsel for the participating Holders or Founders and the counsel for the underwriters, if any.

(n) Cooperate with the participating Holders and Founders and the underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) to be sold and not bearing any restrictive legends, and enable such Registrable Securities, Series A Registrable Securities and Common Stock (in the case of a Founder) to be sold in such lots and registered in such names as the underwriters may request at least two business days prior to any sale of Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder).

(o) Provide a CUSIP number for all Registrable Securities, Series A Registrable Securities and Common Stock (in the case of a Founder) not later than the effective date of the registration statement.

(p) Otherwise comply with all applicable rules and regulations of the SEC, and make generally available to its security holders earnings statements satisfying the provisions of Section 11(a) of the Securities Act, no later than 45 days after the end of any 12-month period (or 90 days, if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) are sold to underwriters in a firm or best efforts underwritten offering, or (ii) if not sold to underwriters in such an offering, beginning with the first month of the first fiscal quarter of the Company commencing after the effective date of the registration statement, which statements shall cover such 12-month periods.

(q) Use its reasonable efforts to furnish, on the date that such securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering addressed to the underwriters.

2.7 Termination of Registration Rights. All registration rights granted under this Section 2 shall terminate and be of no further force and effect three (3) years after the date of the Company's Initial Offering.

2.8 Delay of Registration; Furnishing Information.

(a) No Holder or Founder shall have any right to obtain or seek an injunction restraining or otherwise delaying any such registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

(b) It shall be a condition precedent to the obligations of the Company to take any action pursuant to Section 2.2, 2.3 or 2.4 that the selling Holders of Registrable Securities or Founders shall furnish to the Company such information regarding themselves, the securities held by them and the intended method of disposition of such securities as shall be required to effect the registration of their securities.

(c) The Company shall have no obligation with respect to any registration requested pursuant to Section 2.2 or Section 2.4 if, due to the operation of subsection 2.2(b), the number of shares or the anticipated aggregate offering price of the Registrable Securities to be included in the registration does not equal or exceed the number of shares or the anticipated aggregate offering price required to originally trigger the Company's obligation to initiate such registration as specified in Section 2.2 or Section 2.4, whichever is applicable.

2.9 Indemnification. In the event any securities are included by the Holders of Registrable Securities or the Founders in a registration statement under Sections 2.2, 2.3 or 2.4:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder of Registrable Securities or Founder, the partners, members, officers and directors of each Holder of Registrable Securities, any underwriter (as defined in the Securities Act) for such Holder or Founder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any losses, claims, damages, or liabilities (joint or several) to which they may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**") by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; and the Company will reimburse each such Holder or Founder, partner, member, officer, director, underwriter or controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided however*, that the indemnity agreement contained in this Section 2.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in

reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder or Founder, partner, member, officer, director, underwriter or controlling person of such Holder.

(b) To the extent permitted by law, each Holder or Founder will, if securities held by such Holder or Founder are included in the securities as to which such registration qualifications or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder or Founder selling securities under such registration statement or any of such other Holder's partners, members, directors or officers or any person who controls such Holder, against any losses, claims, damages or liabilities (joint or several) to which the Company or any such director, officer, controlling person, underwriter or other such Holder or Founder, or partner, member, director, officer or controlling person of such other Holder may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any of the following statements: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement or incorporated reference therein, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act (collectively, a "**Holder Violation**"), in each case to the extent (and only to the extent) that such Holder Violation occurs in reliance upon and in conformity with written information furnished by such Holder or Founder under an instrument duly executed by such Holder or Founder and stated to be specifically for use in connection with such registration; and each such Holder or Founder will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, controlling person, underwriter or other Holder or Founder, or partner, member, officer, director or controlling person of such other Holder in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Holder Violation; *provided, however*, that the indemnity agreement contained in this Section 2.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder or Founder, which consent shall not be unreasonably withheld; *provided further*, that in no event shall any indemnity under this Section 2.9 exceed the net proceeds from the offering received by such Holder or Founder.

(c) Promptly after receipt by an indemnified party under this Section 2.9 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.9, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such

counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.9, but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.9.

(d) If the indemnification provided for in this Section 2.9 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) or Holder Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; *provided*, that in no event shall any contribution by a Holder or Founder hereunder exceed the net proceeds from the offering received by such Holder or Founder.

(e) The obligations of the Company and Holders of Registrable Securities and Founders under this Section 2.9 shall survive completion of any offering of Registrable Securities, Series A Registrable Securities or Common Stock held by any Founder in a registration statement and the termination of this Agreement. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

2.10 Assignment of Registration Rights. The rights to cause the Company to register securities pursuant to this Section 2 may be assigned by a Holder of Registrable Securities to a transferee or assignee of Registrable Securities that (a) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member, of a Holder, (b) is a Holder's family member or trust for the benefit of an individual Holder, or (c) acquires at least thirty thousand (30,000) shares of Registrable Securities (as adjusted for stock splits and combinations); *provided, however*, (i) the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and (ii) such transferee shall agree to be subject to all restrictions set forth in this Agreement.

2.11 Amendment of Registration Rights. Any provision of this Section 2 may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the

Holders of at least sixty-five percent (65%) of the Registrable Securities then outstanding and held by all of the Holders. Any amendment or waiver effected in accordance with this Section 2.11 shall be binding upon each Holder, each Founder and the Company; *provided, however,* that (x) any amendment to or waiver of this Section 2 that will adversely affect the rights of the Holders of Series A Registrable Securities under this Section 2 in a way that is different than the effect on the Holders of Registrable Securities, shall not be effective unless it is approved by at least a majority of the holders of the Series A Registrable Securities, (y) any amendment to or waiver of this Section 2 that will adversely affect the rights of a Holder of Registrable Securities under this Section 2 in a way that is different than the effect on all other Holders of Registrable Securities, shall not be effective unless it is approved by such adversely affected Holder, and (z) any amendment to or waiver of this Section 2 that will adversely affect the rights of the Founders under this Section 2 in a way that is different than the effect on the Holders of Registrable Securities, shall not be effective unless it is approved by at least a majority of the shares of Common Stock held by the Founders. For purposes of this Section 2.11, the addition of Holders of Registrable Securities to this Agreement as the result of issuance by the Company of additional shares of Preferred Stock pursuant to the Purchase Agreement shall be deemed not to adversely affect the rights of other Holders of Registrable Securities, the Holders of Series A Registrable Securities or the Founders. By acceptance of any benefits under this Section 2, the Holders and the Founders hereby agree to be bound by the provisions hereunder.

2.12 Limitation on Subsequent Registration Rights. Other than as provided in Section 2.10, after the date of this Agreement, the Company shall not, without the prior written consent of the Holders of at least sixty-five percent (65%) of the Registrable Securities then outstanding, enter into any agreement with any holder or prospective holder of any securities of the Company that would grant such holder registration rights on a parity with or senior to those granted to the Holders of Registrable Securities hereunder, other than the right to a Special Registration Statement. In the event that the Company enters into any agreement with any holder or prospective holder of any securities of the Company that would grant such holder registration rights, the Company shall cause such agreement to include the provisions contained in Sections 2.13 and 2.14 of this Agreement.

2.13 “Market Stand-Off” Agreement. Each Holder and Founder hereby agrees that such Holder or Founder shall not sell, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock (or other securities) of the Company held by such Holder or Founder (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act; *provided that:*

(i) such agreement shall apply only to the Company’s Initial Offering; and

(ii) all officers and directors of the Company and holders of at least five percent (5%) of the Company’s voting securities enter into similar agreements.

2.14 Agreement to Furnish Information. Each Holder and Founder agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter that are consistent with the Holder's or Founder's obligations under Section 2.13 or that are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, each Holder and Founder shall provide, within ten (10) days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in Section 2.13 and this Section 2.14 shall not apply to a Special Registration Statement. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred eighty (180) day period. Each Holder and Founder agrees that any transferee of any shares of Registrable Securities, Series A Registrable Securities or Common Stock held by the Founders shall be bound by Sections 2.13 and 2.14. The underwriters of the Company's stock are intended third party beneficiaries of Sections 2.13 and 2.14 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

2.15 Rule 144 Reporting. With a view to making available to the Holders and the Founders the benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities, Series A Registrable Securities or Common Stock (in reference to the Founders) to the public without registration, the Company agrees to use its best efforts to:

(a) Make and keep public information available, as those terms are understood and defined in SEC Rule 144 or any similar or analogous rule promulgated under the Securities Act, at all times after the effective date of the first registration filed by the Company for an offering of its securities to the general public;

(b) File with the SEC, in a timely manner, all reports and other documents required of the Company under the Exchange Act; and

(c) So long as a Holder or Founder owns any Registrable Securities, Series A Registrable Securities or Common Stock (in reference to the Founders), furnish to such Holder or Founder forthwith upon request: a written statement by the Company as to its compliance with the reporting requirements of said Rule 144 of the Securities Act, and of the Exchange Act (at any time after it has become subject to such reporting requirements); a copy of the most recent annual or quarterly report of the Company filed with the Commission; and such other reports and documents as a Holder of Registrable Securities or a Founder may reasonably request in connection with availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration.

2.16 Remedies. In addition to being entitled to exercise all rights provided in this Article 2 as well as all rights granted by law, including recovery of damages, each holder of Registrable Securities, Series A Registrable Securities or Common Stock (in the case of a Founder) will be entitled to specific performance of its rights under this Article 2. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by

reason of a breach by it of the provisions of this Article 2 and hereby agrees not to raise the defense in any action for specific performance that a remedy at law would be adequate.

SECTION 3. COVENANTS OF THE COMPANY.

3.1 Basic Financial Information and Reporting.

(a) The Company will maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied (except as noted therein), and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied.

(b) As soon as practicable after the end of each fiscal year of the Company, and in any event within one hundred twenty (120) days thereafter, the Company will furnish to each Major Investor and Guarantor (so long as the Guarantee shall be outstanding) a balance sheet of the Company, as at the end of such fiscal year, and a statement of income and a statement of cash flows of the Company, for such year, all prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail. Such financial statements shall be accompanied by a report and opinion thereon by independent public accountants of national standing selected by the Company's Board of Directors.

(c) The Company will furnish to each Major Investor and Guarantor (so long as the Guarantee shall be outstanding), as soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of the Company, and in any event within forty-five (45) days thereafter, a balance sheet of the Company as of the end of each such quarterly period, and a statement of income and a statement of cash flows of the Company for such period and for the current fiscal year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

(d) The Company will furnish to each Major Investor and Guarantor (so long as the Guarantee shall be outstanding): (i) at least thirty (30) days prior to the beginning of each fiscal year an annual budget and operating plans for such fiscal year (and as soon as available, any subsequent written provisions thereto; and (ii) as soon as practicable after the end of each month, and in any event within fifteen (15) days thereafter, a balance sheet of the Company as of the end of each such month, and a statement of income and a statement of cash flows of the Company for such month and for the current fiscal year to date, including a comparison to plan figures for such period, prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

3.2 Inspection Rights. Each Major Investor and Sanofi Observer (so long as Sanofi or any subsidiary thereof own at least one share of stock of the Company) shall have the right to

visit and inspect any of the properties of the Company or any of its subsidiaries, and to discuss the affairs, finances and accounts of the Company or any of its subsidiaries with its officers, and to review such information as is reasonably requested all at such reasonable times and as often as may be reasonably requested; *provided, however*, that the Company shall not be obligated under this Section 3.2 with respect to a competitor of the Company or with respect to information which the Board of Directors determines in good faith is confidential or attorney-client privileged and should not, therefore, be disclosed; *and provided further*, that the Company may withhold information from Aventis CropScience Holding, or its successors in interest (“**ACSH**”) if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of ACSH or its affiliates and the Board of Directors of the Company reasonably determines that it is in the best interests of the Company to withhold such information from ACSH; *and provided further*, that the Company may withhold information from Aventis Agriculture or its successors in interest (“**Aventis**”) if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Aventis or its affiliates and the Board of Directors reasonably determines that it is in the best interests of the Company to withhold such information from Aventis; *and provided further*, that the Company may withhold information from Sanofi Observer or its successors in interest if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Sanofi or its affiliates and the Board of Directors reasonably determines that it is in the best interests of the Company to withhold such information from Sanofi Observer; *and provided further*, that the Company may withhold information from Merial Observer or its successors in interest if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Merial or its affiliates and the Board of Directors reasonably determines that it is in the best interests of the Company to withhold such information from Merial Observer.

3.3 Confidentiality of Records.

(a) Each Investor agrees to use, and to use the same degree of care that such Investor uses to protect its own confidential information to keep confidential any information furnished to it pursuant to Sections 3.1 and 3.2 hereof that the Company identifies as being confidential or proprietary (so long as such information is not in the public domain), except that such Investor may disclose such proprietary or confidential information to any subsidiary, affiliate or parent of such Investor as long as such subsidiary, affiliate or parent is advised of the confidentiality provisions of this Section 3.3. Investor shall have no obligations of confidentiality or non-use with respect to information (i) at such time as it enters the public domain through no fault of such Investor; (ii) that is communicated to it by a third party free of any obligation of confidentiality to the Company known to Investor; or (iii) that is developed by Investor or its agents independently of and without reference to any confidential information communicated by the Company. Without limiting the foregoing, the Merial Observer may disclose all information provided to the Merial Observer in connection with the Merial Observer’s rights under the Merial Observer Agreement to Merial, Sanofi and to any subsidiary, parent or affiliate of Sanofi, *provided that*, Merial Observer may not disclose any information provided to it that the Company identifies as being confidential or proprietary (unless the addressee of the disclosure is advised of the confidentiality provisions of this Section 3.3), except to the extent required to be disclosed by law, court order or regulatory process (but solely to the extent such information has not otherwise been disclosed by the Company to Merial’s shareholders as a result of its ongoing

business relationship). Nothing in this Agreement shall prevent disclosure to any stock exchange subsidiary, affiliate, parent, attorney, tax authority, financial, antitrust, trade or life science regulator, auditor, or accountant of Merial or of any parent or subsidiary thereof. Merial and the Merial Observer shall have no fiduciary duty, including, without limitation, a duty of loyalty or care, to the Company or any shareholder of the Company, under Delaware law or otherwise, with respect to or arising from Merial's and the Merial Observer's rights and position as a board observer or receipt of information from the Company. Notwithstanding any other provision in this Agreement, the obligation of confidentiality and non-use of this Section shall only apply to information which in the reasonable judgment of Company and Merial from content and circumstances is confidential.

(b) Sanofi agrees to use, and to use the same degree of care that Sanofi uses to protect its own confidential information to keep confidential any information furnished to it pursuant to Sections 3.1 and 3.2 hereof that the Company identifies as being confidential or proprietary (so long as such information is not in the public domain), except that Sanofi may disclose such proprietary or confidential information to any subsidiary, affiliate or parent of Sanofi as long as such subsidiary, affiliate or parent is advised of the confidentiality provisions of this Section 3.3. Sanofi Observer shall have no obligations of confidentiality or non-use with respect to information (i) at such time as it enters the public domain through no fault of Sanofi Observer; (ii) that is communicated to it by a third party free of any obligation of confidentiality to the Company known to Sanofi; or (iii) that is developed by Sanofi Observer or its agents independently of and without reference to any confidential information communicated by the Company. Without limiting the foregoing, the Sanofi Observer may disclose all information provided to the Sanofi Observer in connection with the Sanofi Observer's rights under the Sanofi Observer Agreement to Sanofi and to any subsidiary, parent or affiliate of Sanofi, *provided that*, Sanofi Observer may not disclose any information provided to it that the Company identifies as being confidential or proprietary (unless the addressee of the disclosure is advised of the confidentiality provisions of this Section 3.3), except to the extent required to be disclosed by law, court order, or regulatory process, (but solely to the extent such information has not otherwise been disclosed by the Company to Sanofi's shareholders as a result of its ongoing business relationship). Nothing in this Agreement shall prevent disclosure to any stock exchange, subsidiary, affiliate, parent, attorney, tax authority, financial, antitrust, trade or life science regulator, auditor, or accountant of Sanofi or of any subsidiary thereof. Sanofi and the Sanofi Observer shall have no fiduciary duty, including, without limitation, a duty of loyalty or care, to the Company or any shareholder of the Company, under Delaware law or otherwise, with respect to or arising from Sanofi's and the Sanofi Observer's rights and position as a board observer or receipt of information from the Company. Notwithstanding any other provision in this Agreement, the obligation of confidentiality and non-use of this Section shall only apply to information which in the reasonable judgment of Company and Sanofi from content and circumstances is confidential.

3.4 Reservation of Common Stock. The Company will at all times reserve and keep available, solely for issuance and delivery upon the conversion of the Preferred Stock, all Common Stock issuable from time to time upon such conversion.

3.5 Stock Vesting. Unless otherwise approved by the Board of Directors, all stock options and other stock equivalents issued after 7 December 2011 to employees, directors,

consultants and other service providers shall be subject to vesting as follows: (a) twenty-five percent (25%) of such stock shall vest at the end of the first year following the earlier of the date of issuance or such person's services commencement date with the Company, and (b) seventy-five percent (75%) of such stock shall vest monthly over the remaining three (3) years. With respect to any shares of stock purchased by any such person under a restricted stock agreement, the Company's repurchase option shall provide that upon such person's termination of employment or service with the Company, with or without cause, the Company or its assignee shall have the option to purchase at cost any unvested shares of stock held by such person.

3.6 Insurance.

(a) Subject to the approval of the Board of Directors, the Company will use its best efforts to obtain from financially sound and reputable insurers, and maintain in full force and effect, term life insurance in the amount of three million (\$3,000,000) dollars on the life of Yves J. Ribeill, naming the Company as beneficiary. Key man life insurance for other senior executives will be procured from time to time as approved by the Board of Directors of the Company.

(b) The Company shall maintain or cause to be maintained, and cause each subsidiary to maintain, insurance with responsible and reputable insurance companies or associations in such amounts and covering such risks on such terms and conditions as are determined by the Board of Directors.

(c) The Company shall maintain or cause to be maintained, and cause each subsidiary to maintain, a policy or policies of directors' and officers' liability insurance with responsible and reputable insurance companies or associations ("**D&O Coverage**"), covering the directors and officers of the Company and its subsidiaries in such amounts, if any, and against such risks at such time and on such terms and conditions as are determined to be appropriate by the Board of Directors; *provided*, that in any event the Company shall have obtained D&O Coverage prior to commencing any public offering of its securities.

3.7 Observation Rights.

(a) The Company shall allow one representative designated by S.R. One, Limited to attend all meetings of the Company's Board of Directors in a nonvoting capacity, and in connection therewith, the Company shall give such representative copies of all notices, minutes, consents and other materials, financial or otherwise, which the Company provides to its Board of Directors; *provided, however*, that the Company reserves the right to exclude such representative from access to any material or meeting or portion thereof if the Company believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney client privilege, to protect highly confidential information or for other similar reasons. The decision of the Board with respect to the privileged or confidential nature of such information shall be final and binding.

(b) Until the later of (i) all obligations of Sanofi under or in connection with the Guarantee (whether current, future, actual or contingent) irrevocably terminate and (ii) Sanofi has been irrevocably indemnified (by cash payment) in full by Company for all amounts Sanofi

shall have paid (if any) under or in connection with the Guarantee, the Company shall allow Sanofi, and Sanofi shall have the right, but not the obligation, to designate one (1) individual who shall be reasonably acceptable to Company, which consent shall not be unreasonably withheld, conditioned, or delayed (the “**Sanofi Observer**”) to attend in a nonvoting observer capacity all meetings of the Board of Directors of Company (the “**Company Board**”), provided that, Sanofi will exercise reasonableness when deciding whether to send such Sanofi Observer to any meeting of the Company Board taking into consideration available meeting space, and in connection therewith, Company shall give the Sanofi Observer copies of all notices, minutes, consents and other materials, financial or otherwise, which Company provides to the Company Board; *provided, however*, that Company reserves the right to exclude the Sanofi Observer from access to any material or meeting or portion thereof if Company believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege between Company and its counsel, to protect highly confidential information, or if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Sanofi or its affiliates and the Company Board reasonably determines that it is in the best interest of the Company to withhold such information from Sanofi Observer; *provided that* the exclusion of the Sanofi Observer is to the minimum extent required to preserve the attorney-client privilege, to protect highly confidential information, or to protect competitive third parties interests, as applicable.

(c) For so long as Merial or its affiliates own one (1) share of stock of the Company, the Company shall allow Merial, during any period that a representative of Merial is not a member of the Company Board, and Merial shall have the right, but not the obligation, to designate one (1) individual who shall be reasonably acceptable to Company, which consent shall not be unreasonably withheld, conditioned, or delayed (the “**Merial Observer**”) to attend in a nonvoting observer capacity all meetings of the Company Board, and in connection therewith, Company shall give the Merial Observer copies of all notices, minutes, consents and other materials, financial or otherwise, which Company provides to the Company Board; *provided, however*, that Company reserves the right to exclude the Merial Observer from access to any material or meeting or portion thereof if Company believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege between Company and its counsel, to protect highly confidential information, or if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Merial or its affiliates and the Company Board reasonably determines that it is in the best interest of the Company to withhold such information from Merial Observer; *provided that* the exclusion of the Merial Observer is to the minimum extent required to preserve the attorney-client privilege, to protect highly confidential information, or to protect competitive third parties interests, as applicable.

3.8 Confidentiality, Inventions and Noncompetition Agreements. The Company shall require all employees to execute and deliver a Confidentiality, Inventions and Noncompetition Agreement substantially in the form as previously approved by the Investors in the Prior Agreement. The Company shall require all consultants to execute agreements containing confidentiality provisions to protect the Company’s confidential information.

3.9 Directors’ Liability and Indemnification. The Company’s Certificate of Incorporation and Bylaws shall provide (a) for elimination of the liability of directors to the

maximum extent permitted by law and (b) for indemnification of directors for acts on behalf of the Company to the maximum extent permitted by law.

3.10 Qualified Small Business. The Company will use its best efforts to comply with the reporting and recordkeeping requirements of Section 1202 of the Internal Revenue Code of 1986, as amended (the “Code”), any regulations promulgated thereunder and any similar state laws and regulations, and agrees not to repurchase any stock of the Company if such repurchase would cause the Shares not to so qualify as “**Qualified Small Business Stock**” unless the Company’s Board of Directors determines that such repurchase is in the best interests of the Company. The Company further covenants to submit to its stockholders and to state and federal taxation authorities such form and filings as may be required to document such compliance, including the California Franchise Tax Board Form 3565, Small Business Stock Questionnaire, with its franchise or income tax return for the current income year.

3.11 Preservation of Corporate Existence. The Company shall preserve and maintain, and, unless the Company deems it not to be in its best interests, cause each subsidiary to preserve and maintain, its corporate existence, rights, franchises and privileges in the jurisdiction of its incorporation, and qualify and remain qualified, and cause each subsidiary to qualify and remain qualified, as a foreign corporation in each jurisdiction in which such qualification is necessary or desirable in view of its business and operations or the ownership or lease of its properties. The Company will secure, preserve and maintain, and cause each subsidiary to secure, preserve and maintain, all licenses and other rights to use patents, processes, licenses, permits, trademarks, trade names, inventions, intellectual property rights or copyrights owned or possessed by it and deemed by the Company to be necessary to the conduct of its business or the business of any subsidiary.

3.12 Payment of Taxes. The Company shall pay and discharge, and cause each subsidiary to pay and discharge, all taxes, assessments and governmental charges or levies imposed upon it or upon its income, profits or business, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims which, if unpaid, might become a lien or charge upon any properties of the Company or any subsidiary, *provided* that neither the Company nor any subsidiary shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings if the Company or any subsidiary shall have set aside on its books sufficient reserves, if any, with respect thereto.

3.13 Maintenance of Properties. The Company shall maintain and preserve, and cause each subsidiary to maintain and preserve, all of its properties and assets, necessary for the proper conduct of its business, in good repair, working order and condition, ordinary wear and tear excepted.

3.14 Compliance with Laws. The Company shall comply, and cause each subsidiary to comply, with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, noncompliance with which could materially adversely affect its business or condition, financial or otherwise.

3.15 Regulatory Compliance. The Company shall comply, and cause each subsidiary to comply, with all minimum funding requirements applicable to any pension, employee benefit plans or employee contribution plans which are subject to the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), or to the Code, and comply, and cause each subsidiary to comply, in all other material respects with the provisions of ERISA and the Code, and the rules and regulations thereunder, which are applicable to any such plan. Neither the Company nor any subsidiary will permit any event or condition to exist which could permit any such plan to be terminated under circumstances which would cause the lien provided for in Section 4068 of ERISA to attach to the assets of the Company or any subsidiary.

3.16 Financing. The Company shall keep the Board of Directors regularly advised as to the status of significant discussions, or the receipt of bona fide offers or commitments relating to material equity or debt financing or refinancing for the Company or its subsidiaries, whether initiated by the Company or any other person, and obtain the prior approval of the Board of Directors prior to finalizing any of the foregoing, except for (A) financing of up to an aggregate in any year of Fifty Thousand Dollars (\$50,000), accomplished in the ordinary course of business which does not include as a feature thereof any right to acquire any of the equity securities of the Company, (B) arrangements with trade creditors, and (C) utilization by the Company or any subsidiary of commercial lending arrangements with financial institutions previously approved by the Board of Directors.

3.17 Election of Officers; Officer Compensation. The Company shall cause all officers of the Company to be only persons elected and approved by the Board of Directors. Officer salaries must be approved by the Board of Directors or a Compensation Committee formed thereby.

3.18 Board of Directors Meetings. The Company shall cause the Board of Directors to meet no less frequently than once per calendar quarter.

3.19 Scientific Advisory Board. The Company shall provide to one designee of FCPR Genavent (“**Genavent**”) notice of, and the right to attend and observe, all meetings of the Company’s Scientific Advisory Board and copies of all written materials provided to members of the Scientific Advisory Board and furnish to Genavent copies of the minutes of such Scientific Advisory Board meetings as soon as practicable after adjournment thereof. The notice required pursuant to this Agreement shall be sent at substantially the same time and manner as notice is sent to the members of the Scientific Advisory Board.

3.20 Replacement of Lost Certificates. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of any stock certificate(s) evidencing the Common Stock, or Preferred Stock, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to the Company, and upon surrender and cancellation of such stock certificate(s) if mutilated, the Company will issue and deliver to such person new stock certificate(s) to replace such lost, stolen, destroyed or mutilated certificates.

3.21 Negative Covenants. The Company covenants and agrees that, unless it obtains the prior written consent of the holders of at least a majority of the Registrable Securities, it will not, and will cause each subsidiary of the Company, if and when such subsidiary exists, not to:

(a) Take any action that, directly or indirectly, is reasonably likely to result in the recapitalization, reorganization, or change in legal structure of the Company or any subsidiary of the Company.

(b) Declare or pay any dividend or distribution with respect to the Common Stock or any other class of capital stock of the Company (other than as required by law or in the exercise of repurchase rights granted elsewhere herein or in any agreement referenced herein).

(c) Purchase or otherwise acquire, or hold any stock or obligations of, or make or permit to exist any loans or advances to, or investments in, any person or organization (other than a wholly-owned subsidiary), except that the Company or any such subsidiary may (A) invest in direct obligations of the United States of America, or in tax-exempt municipal bonds, certificates of deposit of banks with assets of at least \$100,000,000 or money market funds with assets of at least \$100,000,000, (B) purchase commercial paper rated prime by any national rating organization, (C) extend normal credit in the ordinary course of business in connection with the sale of its products or services, or (D) invest in other securities or obligations pursuant to a money management policy approved by the Board of Directors.

(d) Assume, guarantee, endorse or otherwise become liable for the obligations of any person or organization, except (A) the endorsement of negotiable instruments for deposit or collection and similar transactions in the normal course of business, (B) obligations assumed by the Company in connection with an acquisition or merger permitted hereunder, (C) obligations of any wholly owned subsidiaries (D) in the ordinary course of the Company's business, or (E) loans to employees outstanding on 7 December 2011.

3.22 Termination of Covenants. All covenants of the Company contained in Section 3 of this Agreement (other than the provisions of Section 3.3, 3.7 and 3.9) shall expire and terminate as to each Investor upon the earlier of (i) the effective date of the registration statement pertaining to an underwritten public offering of Common Stock that results in all of the Preferred Stock being converted into Common Stock, or (ii) upon (a) the sale, lease or other disposition of all or substantially all of the assets of the Company or (b) an acquisition of the Company by another corporation or entity by consolidation, merger or other reorganization in which the holders of the Company's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than fifty percent (50%) of the voting power of the corporation or other entity surviving such transaction, *provided* that this Section 3.22(ii)(b) shall not apply to a merger effected exclusively for the purpose of changing the domicile of the Company (a "**Change in Control**").

SECTION 4. RIGHTS OF FIRST REFUSAL.

4.1 Subsequent Offerings. Subject to applicable securities laws, each Preferred Stock Investor shall have a right of first refusal to purchase its *pro rata* share of all Equity Securities, as defined below, that the Company may, from time to time, propose to sell and issue after the date of this Agreement, other than the Equity Securities excluded by Section 4.7 hereof. Each Preferred Stock Investor's *pro rata* share is equal to the ratio of (a) the number of shares of the Company's Common Stock (including (i) all shares of Common Stock issuable or issued upon conversion of outstanding Preferred Stock, (ii) all shares of Common Stock issuable or

issued upon exercise of warrants issued or issuable pursuant to the Note Purchase Agreements and (iii) all shares of Common Stock issuable or issued upon the exercise of any other outstanding warrants or options or convertible securities) which such Investor is deemed to be a holder immediately prior to the issuance of such Equity Securities to (b) the total number of shares of the Company's outstanding Common Stock (including (i) all shares of Common Stock issued or issuable upon conversion of outstanding Preferred Stock, (ii) all shares of Common Stock issuable or issued upon exercise of warrants issued or issuable pursuant to the Note Purchase Agreements, and (iii) all shares of Common Stock issuable or issued upon the exercise of any other outstanding warrants or options or convertible securities) immediately prior to the issuance of the Equity Securities. The term "**Equity Securities**" shall mean (i) any Common Stock, Preferred Stock or other security of the Company, (ii) any security convertible into or exercisable or exchangeable for, with or without consideration, any Common Stock, Preferred Stock or other security (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock, Preferred Stock or other security or (iv) any such warrant or right.

4.2 Exercise of Rights. If the Company proposes to issue any Equity Securities, it shall give each Preferred Stock Investor written notice of its intention, describing the Equity Securities, the price and the terms and conditions upon which the Company proposes to issue the same. Each Preferred Stock Investor shall have fifteen (15) days from the giving of such notice to agree to purchase its *pro rata* share of the Equity Securities for the price and upon the terms and conditions specified in the notice by giving written notice to the Company and stating therein the quantity of Equity Securities to be purchased. Notwithstanding the foregoing, the Company shall not be required to offer or sell such Equity Securities to any Preferred Stock Investor who would cause the Company to be in violation of applicable federal securities laws by virtue of such offer or sale.

4.3 Issuance of Equity Securities to Other Persons. If not all of the Preferred Stock Investors elect to purchase their *pro rata* share of the Equity Securities, then the Company shall promptly notify in writing the Preferred Stock Investors who do so elect and shall offer such Preferred Stock Investors the right to acquire such unsubscribed shares. The Preferred Stock Investors shall have five (5) days after receipt of such notice to notify the Company of their respective elections to purchase all or a portion thereof of the unsubscribed shares. If the Preferred Stock Investors fail to exercise in full the rights of first refusal, the Company shall have one hundred twenty (120) days thereafter to sell the Equity Securities in respect of which the Preferred Stock Investors' rights were not exercised, at a price and upon general terms and conditions not materially more favorable to the purchasers thereof than specified in the Company's notice to the Preferred Stock Investors pursuant to Section 4.2 hereof. If the Company has not sold such Equity Securities within one hundred twenty (120) days of the notice provided pursuant to Section 4.2, the Company shall not thereafter issue or sell any Equity Securities, without first offering such securities to the Preferred Stock Investors in the manner provided above.

4.4 Sale Without Notice. In lieu of giving notice to the Preferred Stock Investors prior to the issuance of Equity Securities as provided in Section 4.2, the Company may elect to give notice to the Preferred Stock Investors within thirty (30) days after the issuance of Equity Securities. Such notice shall describe the type, price and terms of the Equity Securities. Each

Preferred Stock Investor shall have twenty (20) days from the date of receipt of such notice to elect to purchase up to the number of shares that would, if purchased by such Preferred Stock Investor, maintain such Preferred Stock Investor's *pro rata* share (as set forth in Section 4.1) of the Company's equity securities. The closing of such sale shall occur within sixty (60) days of the date of notice to the Preferred Stock Investors.

4.5 Termination and Waiver of Rights of First Refusal. The rights of first refusal established by this Section 4 shall not apply to, and shall terminate upon the earlier of (i) the effective date of the registration statement pertaining to an underwritten public offering of Common Stock which results in all the Preferred Stock being converted into Common Stock, or (ii) a Change in Control. The rights of first refusal established by this Section 4 may be amended, or any provision waived with the written consent of the Preferred Stock Investors holding at least sixty-five percent (65%) of the Registrable Securities then outstanding and held by all of the Preferred Stock Investors, or as permitted by Section 5.5.

4.6 Transfer of Rights of First Refusal. The rights of first refusal of each Preferred Stock Investor under this Section 4 may be transferred to a transferee or assignee that (a) is a subsidiary, parent, general partner, limited partner, retired partner, member or retired member, of such Preferred Stock Investor, or (b) is such Preferred Stock Investor's family member or trust for the benefit of such Preferred Stock Investor (if an individual) and his or her family members, or (c) acquires at least thirty thousand (30,000) shares of Registrable Securities (as adjusted for stock splits and combinations); *provided, however*, (i) the transferor shall, within ten (10) days after such transfer, furnish to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such registration rights are being assigned and (ii) such transferee shall agree to be subject to all restrictions set forth in this Agreement.

4.7 Excluded Securities. The rights of first refusal established by this Section 4 shall have no application to any of the following Equity Securities:

(a) shares of Common Stock issued to employees or directors of, or consultants to, the Company pursuant to a stock grant, stock option plan or stock purchase plan or other stock agreement or arrangement approved by the Board of Directors in an aggregate amount of not more than 5,218,536 shares or such higher number of shares as may be approved by the Board, appropriately adjusted for any stock split, stock dividend or other recapitalization effected after the Agreement Date; provided that any shares repurchased by the Company from employees, directors and consultants pursuant to the terms of stock repurchase agreements approved by the Board shall not, unless reissued, be counted as issued for purposes of this calculation;

(b) any Equity Securities issued or issuable pursuant to any rights or agreements, options, warrants or convertible securities outstanding as of Agreement Date; and any Equity Securities issued pursuant to any such rights or agreements granted after the Agreement Date, so long as the rights of first refusal established by this Section 4 were complied with or were inapplicable pursuant to any provision of this Section 4.7 with respect to the initial sale or grant by the Company of such rights or agreements;

(c) any Equity Securities issued for consideration other than cash pursuant to a merger, consolidation, strategic alliance, acquisition or similar business combination approved by the Board of Directors including the affirmative vote of the representatives designated by the holders of Series C Stock;

(d) shares of Common Stock issued in connection with any stock split, stock dividend or recapitalization by the Company;

(e) shares of Common Stock issued upon conversion of shares of the Company's Preferred Stock;

(f) any Equity Securities that are issued by the Company pursuant to a registration statement filed under the Securities Act.

SECTION 5. MISCELLANEOUS.

5.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and to be performed entirely within Delaware.

5.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors, and administrators and shall inure to the benefit of and be enforceable by each person who shall be a holder of Registrable Securities or Series A Registrable Securities from time to time; *provided, however*, that prior to the receipt by the Company of adequate written notice of the transfer of any Registrable Securities or Series A Registrable Securities specifying the full name and address of the transferee, the Company may deem and treat the person listed as the holder of such shares in its records as the absolute owner and holder of such shares for all purposes, including the payment of dividends.

5.3 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Purchase Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

5.4 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.5 Amendment and Waiver.

(a) Except as otherwise expressly provided, this Agreement may be amended or modified only upon the written consent of the Company and the Holders of at least sixty-five

percent (65%) of the then-outstanding Preferred Stock held by all of the Holders; *provided, however*, that (x) any amendment to or modification of this Agreement that will adversely affect the rights of the Holders of Series A Registrable Securities under this Agreement in a way that is different than the effect on the Holders of Registrable Securities, shall not be effective unless it is approved by the Holders of at least a majority of the Series A Registrable Securities then held by all of the Holders, (y) any amendment to or modification of this Agreement that will adversely affect the rights of a Holder of Registrable Securities under this Agreement in a way that is different than the effect on all other Holders of Registrable Securities, shall not be effective unless it is approved by such adversely affected Holder, and (z) any amendment to or modification of this Agreement that will adversely affect the rights of the Founders under this Agreement in a way that is different than the effect on the Holders of Registrable Securities, shall not be effective unless it is approved by at least a majority of the shares of Common Stock held by the Founders. For purposes of this Section 5.5, the addition of Holders of Registrable Securities to this Agreement as the result of issuance by the Company of additional shares of Preferred Stock pursuant to the Purchase Agreement shall be deemed not to adversely affect the rights of other Holders of Registrable Securities, the Holders of Series A Registrable Securities or the Founders. Notwithstanding the foregoing, Section 3.7(b) may not be amended without the written consent of Sanofi or any of its affiliates (other than Merial) and Section 3.7(c) may not be amended without the written consent of Merial or any of its affiliates.

(b) Except as otherwise expressly provided, the obligations of the Company and the rights of the Holders under this Agreement may be waived only with the written consent of the Holders of at least sixty-five percent (65%) of the then-outstanding Preferred Stock held by all of the Holders and, if such waiver adversely affects the rights of the Holders of Series A Registrable Securities, an individual Holder of Registrable Securities or the Founders in a way that is different than the effect on any Holder of Preferred Stock, then the written consent of the Holders of at least sixty-five percent (65%) of the Series A Registrable Securities then held by all of the Holders, the adversely affected Holder of Registrable Securities or at least sixty-five percent (65%) of the Common Stock held by the Founders, as applicable, shall also be required.

5.6 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any party's part of any breach, default or noncompliance under the Agreement or any waiver on such party's part of any provisions or conditions of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law, or otherwise afforded to any party, shall be cumulative and not alternative.

5.7 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of

receipt. All communications shall be sent to the party to be notified at the address as set forth on the signature pages hereof or Exhibit A hereto or at such other address or electronic mail address as such party may designate by ten (10) days advance written notice to the other parties hereto.

5.8 Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

5.9 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

5.10 Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. A signature delivered by facsimile, .pdf or other electronic transmission shall constitute an original; *provided, however*, that upon the request of any other party, the party delivering a signature by facsimile shall promptly deliver to such other party its original.

5.11 Aggregation of Stock. All shares of Registrable Securities or Series A Registrable Securities held or acquired by affiliated entities or persons or persons or entities under common management or control shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

5.12 Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

5.13 Additional Investors. Notwithstanding anything to the contrary contained herein, if the Company shall issue additional shares of its Series D-2 Stock pursuant to the Purchase Agreement, any purchaser of such shares of Preferred Stock shall become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and shall be deemed an "**Investor**," a "**Holder**" and a party hereunder.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

COMPANY:

SCYNEXIS, INC.

By: /s/ Yves Ribeill

Name: Yves Ribeill

Title: President and CEO

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

ALTA BIOPHARMA PARTNERS II, L.P.

By: /s/ Larry Randall

Name: Larry Randall

Title: _____

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**ALTA EMBARCADERO BIOPHARMA
PARTNERS II, LLC**

By: /s/ Larry Randall

Name: Larry Randall

Title: _____

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**BURRILL BIOTECHNOLOGY CAPITAL
FUND, L.P.**

By: /s/ G. Steven Burrill
Name: G. Steven Burrill
Title: Managing Member

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

S.R. ONE, LIMITED

By: /s/ Brian Gallagher

Print Name: Brian Gallagher

Title: Vice President and Partner

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

KBL HEALTHCARE, L.P.

By: _____
Print Name: _____
Title: _____

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

KBL PARTNERSHIP, L.P.

By: _____

Print Name: _____

Title: _____

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

VENTECH CAPITAL II

By: /s/ illegible
Print Name: /s/ illegible
Title: _____

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

F.C.P.R. GENAVENT

Its: Management Company

By: /s/ Stanislas Cuny

Print Name: Stanislas Cuny

Title: Manager

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

FCPR SGAM BIOTECHNOLOGY FUND

By: /s/ Jean Yves Nothias

Name: Jean Yves Nothias

Title: Managing Partner

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

**TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA**

By: _____
Name: _____
Title: _____

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

TORTELIER, VALERIE CLAUDE

By: _____
Name: _____

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

SANOFI

By: _____
Name: Jerome Contamine
Title: Executive Vice President, Chief Financial
Officer

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this **FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT** as of the date set forth in the first paragraph hereof.

MERIAL, LTD.

By: _____
Name: Jose Barella
Title: Global Chairman

FIFTH AMENDED AND RESTATED INVESTOR RIGHTS AGREEMENT
SIGNATURE PAGE

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Exhibit A

Founders:

Huber, Scot K.
Marquardt, Terry E.
Monnet, Pierre Bernard Jacques
Outcalt, Russell J.
Ribeill, Yves J.

Series A Investors:

Décor, Jean-Pierre and Colette, JT TEN
Gregoir, Olivier and Sylvie
Huber, Scot Kevin
Hutchison, Fred D.
Kreis, James D. and Sonia D., JT TEN
Lee, Shuliang
Lindsey & Lindsey Associates
Marquardt, Terry Eugene and Elisa R., JT TEN
Martensen, Elisabeth
Martensen, Martin Peter
Martensen, Peter Desmond
Monnet, Pierre Bernard Jacques
Mouries, Marie Annick and Bernard, JT TEN
Robbins, Janet
Sefcovic, Fred A. and Barbara
Shain, Joyce E. and Thelma W., Co-Trustees of Trust U/W Arthur Shain
Shain, Michael S., Co-Trustee of Trust U/W Arthur Shain
Swatzell, William C. and Leta D.
The William Clyde Swatzell Trust
Timmons, Philip R. and Martha M., JT TEN
Unsworth, John

Investors:

Series B Investors:

Bayer CropScience Holding*
Chauveau, Philippe
FCPR Genavent
FCPR SGAM Biotechnology Fund
Labrosse, Bruno
Ventech Capital II

Series C Investors:

Alta BioPharma Partners II, L.P.
Alta Embarcadero BioPharma Partners II, LLC
Burrill Biotechnology Capital Fund, L.P.

Dalton, Barbara J.
FCPR Genavent
FCPR SGAM Biotechnology Fund
Jones, Elaine V.
KBL Healthcare, L.P.
KBL Partnership, L.P.
S. R. One, Limited
SCIENCE ET INNOVATION 2001 FCPR*
Teachers Insurance and Annuity Association of America
Ventech Capital II
Whitaker, Raymond

Series C-1 Investors:

Aventis Agriculture*

Series C-2 Investors:

Merial Limited
S. R. One, Limited

Series D-1 Investors:

Alta BioPharma Partners II, L.P.
Alta Embarcadero BioPharma Partners II, LLC
Burrill Biotechnology Capital Fund, L.P.
FCPR Genavent
FCPR SGAM Biotechnology Fund
KBL Healthcare, L.P.
KBL Partnership, L.P.
S. R. One, Limited
Teachers Insurance and Annuity
Association of America
Tortelier, Valerie Claude
Ventech Capital II

Series D-2 Investors:

Alta BioPharma Partners II, L.P.
Alta Embarcadero BioPharma Partners II, LLC
Burrill Biotechnology Capital Fund, L.P.
FCPR Genavent
FCPR SGAM Biotechnology Fund
KBL Healthcare, L.P.
KBL Partnership, L.P.
S. R. One, Limited
Ventech Capital II
Pamela J. Kirby
Yves J. Ribeill
Amanda S. Mancuso
David Houck
DFC Langlois

* Converted to common stock in connection with 2011 Bridge Financing

INDUSTRIAL BUILDING LEASE

BETWEEN

DURHAM RESEARCH TRI-CENTER, LLC, AS LANDLORD

AND

SCYNEXIS, INC., AS TENANT

RESEARCH TRI-CENTER NORTH I

DURHAM, NORTH CAROLINA

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EXHIBIT A-OUTLINE AND LOCATION OF PREMISES

EXHIBIT A-1-LEGAL DESCRIPTION OF LAND

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EXHIBIT C-PAYMENT OF BASIC COSTS

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EXHIBIT F-USE OF PERMITTED HAZARDOUS MATERIALS

INDUSTRIAL BUILDING LEASE AGREEMENT

This Industrial Building Lease Agreement (the “Lease”) is made and entered into as of the 13th day of July, 2007 to be effective as of July 1, 2007, between **DURHAM RESEARCH TRICENTER, LLC**, a Delaware limited liability company (“Landlord”), and **SCYNEXIS, INC.**, a Delaware corporation (“Tenant”).

WITNESSETH

1. Definitions

The following are definitions of some of the defined terms used in this Lease. The definition of other defined terms are found throughout this Lease.

A. “**Building**” shall mean the industrial building known as Research Tri-Center North I currently located upon the real property described in **Exhibit A-1** attached hereto, which land is located in Durham, North Carolina, in the project currently known as Research Tri-Center North and Research Tri-Center South.

B. “**Base Rent**”: Base Rent shall be paid according to the following schedule, subject to the provisions of Section 4 hereof.

PERIOD	ANNUAL BASE RENT RATE PER SQUARE FOOT	ANNUAL BASE RENT	MONTHLY INSTALLMENTS OF BASE RENT
7/1/07 – 3/31/08	\$ 8.49	\$764,006.64	\$ 63,667.22
4/1/08 – 3/31/09	\$ 8.74	\$786,503.88	\$ 65,541.99
4/1/09 – 3/31/10	\$ 9.01	\$810,800.88	\$ 67,566.74
4/1/10 – 3/31/11	\$ 9.28	\$835,097.88	\$ 69,591.49
4/1/11 – 3/31/12	\$ 9.56	\$860,294.88	\$ 71,691.24
4/1/12 – 3/31/13	\$ 9.84	\$885,491.76	\$ 73,790.98
4/1/13 – 3/31/14	\$ 10.14	\$912,488.52	\$ 76,040.71

C. “**Additional Rent**” shall mean Tenant’s Pro Rata Share of Basic Costs (hereinafter defined) and any other sums (exclusive of Base Rent) that are required to be paid to Landlord by Tenant hereunder, which sums are deemed to be Additional Rent under this Lease.

D. “**Basic Costs**” are defined in **Exhibit C** attached hereto.

E. “**Security Deposit**” shall mean the sum of \$48,081.00.

F. “**Lease Term**” shall mean a period of eighty-one (81) months commencing on July 1, 2007 (the “**Commencement Date**”) and, unless sooner terminated as provided herein, ending on March 31, 2014 (the “**Expiration Date**”).

G. “**Premises**” shall mean the space located in the building known as Research Tri-Center North I, located at 3501 Tri-Center Boulevard, Durham, North Carolina 27713, and outlined on **Exhibit A** to this Lease.

H. “**Square Footage in the Premises**” shall mean 89,989 square feet.

I. “**Square Footage in the Building**” shall mean 158,856 square feet and “**Square Footage in the Project**” shall mean 1,532,585 square feet.

J. “**Tenant’s Pro Rata Share**” shall mean, with respect to the Building, fifty-six and 65/100 percent (56.65%), being the square footage of the Premises divided by the square footage of the Building, expressed as a percentage, and with respect to the Project, five and 87/100 percent (5.87%), being the square footage of the Premises divided by the square footage of the Project.

K. “**Permitted Use**” shall mean, subject to Tenant’s compliance with all applicable laws, general office use, general lab use, small scale manufacturing for the production of compounds or drugs, receiving, storing, shipping and selling (but limited to wholesale sales) products, materials and merchandise made and/or distributed by Tenant, such products being generally described as pharmaceuticals and software, and no other use or purpose.

L. “**Guarantor(s)**” shall mean any party that agrees in writing to guarantee Tenant’s obligations under the Lease. As of the date of this Lease, there are no Guarantor(s).

M. “**Broker**” shall mean, collectively, Colliers Pinkard, represented by Jim Allaire and Chris Norvell for Landlord, and Colliers Pinkard, represented by Sue Back for Tenant.

N. “**Business Day(s)**” shall mean Mondays through Fridays exclusive of the normal business holidays.

O. “**Common Areas**” shall mean those areas located within the Project designated by Landlord, from time to time, for the common use or benefit of tenants generally and/or the public.

P. **“Default Rate”** shall mean the lower of (i) fifteen percent (15%) per annum, or (ii) the highest rate of interest from time-to-time permitted under applicable federal and state law.

Q. **“Project”** shall mean the Building and the parcel(s) of land on which it is located, which land is described in **Exhibit A-1** attached hereto, other buildings and improvements located on such land, adjacent parcels of land that Landlord operates jointly with the Building, and other buildings and improvements located on such adjacent parcels of land.

R. **“Notice Addresses”** shall mean the following addresses for Tenant and Landlord, respectively:

Tenant:

Scynexis, Inc.
P.O. Box 12878
Research Triangle Park, North Carolina 27709-2878
Attn: David Smith

Landlord:

Colliers Pinkard
3110 Edwards Mill Road, Suite 210
Raleigh, NC 27612-5419
Attn: Becky Hanner

with a copy to:

Durham Research Tri-Center, LLC
c/o Grosvenor Investment Management US Inc.
1600 Market Street, Suite 1310
Philadelphia, PA 19103
Attn: IGIPT Manager

Payments of Rent only shall be made payable to the order of:

Durham Research Tri-Center, LLC

at the following address:

Colliers Pinkard
Attention: Asset Management/AR
100 Light Street, Suite 1400
Baltimore, MD 21202

or such other name and address as Landlord shall, from time to time, designate.

2. **Lease Grant/Possession**

A. Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises on an "as is" basis (except as otherwise expressly set forth herein), together with the right, in common with others, to use the Common Areas. By taking possession of the Premises, Tenant is deemed to have accepted the Premises and agreed that the Premises is in good order and satisfactory condition, except with respect to water leakage and roof leakage described in that certain Tenant Estoppel Certificate dated May 24, 2007 from Tenant to Landlord, a copy of which is attached hereto as **Exhibit D**, with no representation or warranty by Landlord as to the condition of the Premises or the Building or suitability thereof for Tenant's use. **NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE REGARDING THE CONDITION OR SUITABILITY OF THE PREMISES ON THE COMMENCEMENT DATE. FURTHER, TO THE EXTENT PERMITTED BY LAW, TENANT WAIVES ANY IMPLIED WARRANTY OF SUITABILITY OR OTHER IMPLIED WARRANTIES THAT LANDLORD WILL MAINTAIN OR REPAIR THE PREMISES OR ITS APPURTENANCES EXCEPT AS MAY BE CLEARLY AND EXPRESSLY PROVIDED IN THIS LEASE.** The foregoing provisions of this Section 2.A shall not modify Landlord's repair and maintenance obligations set forth in this Lease or relieve Landlord from performance thereof.

B. Tenant acknowledges that Tenant is currently in occupancy of the Premises under the terms of that certain Lease Agreement dated December 15, 1999 (the "**Original Lease**") by and between Tri-Center (KMWMDLHJ), LLC, a predecessor-in-interest to Landlord, and Scyrex, Inc., a predecessor-in-interest to Tenant, as amended by that certain First Amendment to Lease dated as of January 23, 2001, that certain Second Amendment to Lease dated as of September 5, 2001, and that certain Third Amendment to Lease dated February 21, 2005 (the Original Lease, as amended, the "**Existing Lease**"). Tenant's occupancy of the Premises prior to the Commencement Date shall be governed solely by the Existing Lease, except that Tenant shall not be entitled to exercise any options contained in the Existing Lease or to receive any allowances or leasehold improvement work described therein which has not been provided or performed by Landlord as of the date hereof. Upon the Commencement Date of this Lease, the Existing Lease shall terminate and Landlord and Tenant shall have no further obligations under the Existing Lease except for any obligations which expressly survive the termination thereof Landlord represents that as of the date hereof, to Landlord's knowledge, Tenant is not in default under the Existing Lease, and no event exists which with the giving of notice or the passage of time would constitute a default by Tenant. Tenant represents that as of the date hereof, to Tenant's knowledge, Landlord is not in default under the Existing Lease, and no event exists which with the giving of notice or the passage of time would constitute a default by Landlord.

3. **Use**

The Premises shall be used for the Permitted Use and for no other purpose. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale on the Premises. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal or, except as consistent with the Permitted Use and in accordance with **Exhibit F** attached hereto, dangerous, which creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. Tenant will conduct its business and control its agents, servants, employees, customers, licensees, and invitees in such a manner as not to interfere with or unreasonably disturb, other tenants or Landlord in the management of the Project. Tenant shall not permit any ongoing objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Project. Outside storage, excepting liquid nitrogen cylinders, gas cylinders, a generator and to the extent existing on the date hereof, a flammable chemical storage building in its existing location, but including without limitation, storage of trucks and other vehicles, is prohibited without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant will maintain the Premises in a clean and healthful condition, and comply with all laws, ordinances, orders, rules and regulations of any governmental entity with reference to the use, condition, configuration or occupancy of the Premises. Tenant shall not, and shall not allow its employees, agents, contractors or invitees, to bring into the Building or the Premises any dangerous or hazardous materials, except for customary office and cleaning supplies and those permitted under **Exhibit F** attached hereto, provided Tenant uses, stores and disposes of the same in compliance with all applicable law. Tenant, at its expense, will comply with the rules and regulations of the Building attached hereto as **Exhibit B** and such other rules and regulations adopted and altered by Landlord from time-to-time and delivered to Tenant in writing and will cause all of its agents, employees, invitees and visitors to do so. All such changes to rules and regulations will be reasonable and shall be sent by Landlord to Tenant in writing. In the event of a conflict between the rules and regulations and the terms of this Lease, the terms of this Lease shall control. Landlord shall not knowingly enforce the rules and regulations against Tenant in a discriminatory manner. Landlord acknowledges and agrees that Tenant's two existing HVAC units and the backup generator located in the back truck court as currently operated do not violate the provisions of this Section 3 with respect to the noise created by the same, and Tenant agrees to properly maintain the same so that the noise created by such HVAC units and generator does not increase in any material amount.

4. **Rent**

A. Tenant covenants to pay to Landlord during the Lease Term, without any setoff or deduction except as otherwise expressly provided herein, the full amount of all Base Rent and Additional Rent due hereunder and the full amount of all such other sums of money as shall become due under this Lease, all of which hereinafter may be collectively called "**Rent.**" In addition, Tenant shall pay, as Additional Rent, all rent, sales and use taxes or other similar taxes (excluding income taxes), if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under this Lease. Such payments shall be paid concurrently with the payments of the Rent on which the tax is

based. Base Rent and Additional Rent for each calendar year or portion thereof during the Lease Term, shall be due and payable in advance in monthly installments on the first day of each calendar month during the Lease Term, without demand. If the Lease Term commences on a day other than the first day of a month or terminates on a day other than the last day of a month, then the installments of Base Rent and Additional Rent for such month or months shall be prorated, based on the number of days in such month. All amounts received by Landlord from Tenant hereunder shall be applied first to the earliest accrued and unpaid Rent then outstanding. Tenant's covenant to pay Rent shall be independent of every other covenant set forth in this Lease.

B. To the extent allowed by law, all installments of Rent not paid when due shall bear interest at the Default Rate from the date due until paid, provided, Tenant shall be entitled to a grace period of five (5) Business Days after receipt of written notice from Landlord with respect to the first two (2) late payments in any calendar year. In addition, if Tenant fails to pay any installment of Base Rent and Additional Rent or any other item of Rent when due and payable hereunder, a "**Late Charge**" equal to five percent (5%) of such unpaid amount will be due and payable immediately by Tenant to Landlord, provided, Tenant shall be entitled to a grace period of five (5) Business Days after receipt of written notice from Landlord with respect to the first two (2) late payments in any calendar year.

C. The Additional Rent payable hereunder shall be adjusted from time-to-time in accordance with the provisions of **Exhibit C** attached hereto.

5. **Security Deposit**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of Tenant's liability for damages in case of default by Tenant. Landlord shall not be required to keep the Security Deposit separate from its other accounts, and Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee. Landlord may, from time-to-time, without prejudice to any other remedy and without waiving such default, use the Security Deposit to the extent necessary to cure or attempt to cure, in whole or in part, any default of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord within five (5) days after demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant within sixty (60) days thereafter. The foregoing sentence shall survive the termination of the Lease. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord shall assign the Security Deposit to the transferee and thereafter, provided that Tenant receives written notice of such transfer of the Security Deposit, shall have no further liability for the return of such Security Deposit. Notwithstanding the foregoing, Landlord acknowledges that Tenant has paid a security deposit in the amount of \$48,081.57 under the Existing Lease and that Landlord shall apply such previously paid security deposit to the Security Deposit required hereunder.

6. **Utilities**

Landlord agrees to provide Building standard water, gas and electricity service connections to the Building. Tenant shall pay to bring such utilities to the Premises and for all water, gas, heat, light, power, telephone, sewer, sprinkler charges and other utilities and services used on or from the Premises, together with any taxes, penalties, surcharges or the like pertaining thereto and any maintenance charges for utilities, as well as shall furnish all electric light bulbs and tubes. Landlord and Tenant acknowledge and agree that all utility services other than water serving some portions of the Premises are separately metered to the Premises and are in Tenant's name. All costs associated with the provision of any water to the Premises that is not billed directly to Tenant will, at Landlord's option, either: (a) be billed directly by Landlord to Tenant and paid by Tenant within 30 days after receipt of such billing; or (b) included as part of Basic Costs and paid by Tenant in accordance with the provisions of Exhibit C attached hereto. The failure by Landlord to any extent to furnish, or the interruption or termination of utilities in whole or in part, resulting from adherence to laws, regulations and administrative orders, wear, use, repairs, improvements alterations or any other cause shall not render Landlord liable in any respect nor be construed as a constructive eviction of Tenant, nor give rise to an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement hereof Tenant shall allow Landlord and such Electric Service Provider reasonable access to the Building's electric lines, feeders, wiring, and any other machinery within the Premises. Notwithstanding anything to the contrary contained in this Section 6, if (i) Landlord or its employees, agents or representatives is the sole and direct cause of any interruption of water, gas or electricity to the Premises which continues for five (5) consecutive Business Days, (ii) the restoration of such service is reasonably within the control of Landlord, (iii) as a result of such interruption, the Premises or a material portion thereof, is rendered untenable (meaning that Tenant is unable to use all or a material portion of the Premises in the normal course of its business), and (iv) Tenant in fact ceases to use the Premises, or material portion thereof, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Base Rent and Additional Rent payable with respect to such portion of the Premises which is untenable during the period beginning on the sixth (6th) consecutive Business Day of such interruption and ending on the day when the service in question has been restored.

7. **Signage**

Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent, which consent shall not be unreasonably withheld. All exterior signs installed by Tenant shall be subject to any applicable governmental laws, ordinances, regulations, the sign criteria for the Project, and Landlord's or other architectural controls and other requirements. Tenant shall maintain all of its signs located upon the Premises and the Building in good condition and repair. Tenant shall pay all costs associated with any signage installed by Tenant, including without limitation, installation expenses, maintenance and repair costs, utilities and insurance. Upon surrender or vacation of the Premises, Tenant shall remove all signs and repair, paint, and/or replace the building facia surface to which its signs are attached. All signs, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's

approval, not to be unreasonably withheld, and conform in all respects to Landlord's requirements. Landlord hereby approves all signage of Tenant existing on the date of this Lease.

8. **Maintenance, Repairs and Alterations**

A. Except to the extent such obligations are imposed upon Landlord hereunder, Tenant shall, at its sole cost and expense, maintain the Premises in good order, condition and repair throughout the entire Lease Term, ordinary wear and tear and loss by casualty and condemnation excepted, including but not limited to, windows, glass, plate glass doors, any special office entry, interior walls and finish work, floors and floor covering, heating and air conditioning systems, lighting, electrical systems, dock boards, truck doors, and door bumpers. Tenant agrees to keep the areas visible from outside the Premises in a neat, clean and attractive condition at all times. Tenant shall be responsible for repair, maintenance and replacement, if necessary, of the HVAC system and equipment serving the Premises; however, provided Tenant has maintained the preventive maintenance/service contract as required below, and further provided that Tenant is not otherwise in default under the terms of this Lease beyond applicable notice and cure periods, (i) in the event any HVAC unit serving the approximately 8,395 rentable square feet of the Premises identified as "Additional Space #3" on **Exhibit A-2** attached hereto and listed on **Schedule A-2-1** attached hereto requires repairs during the Lease Term and any Renewal Term, if applicable, Tenant shall not be responsible for any repair or replacement costs exceeding \$2,500.00 per such unit(s) per repair, and (ii) in the event any HVAC unit serving the approximately 26,768 rentable square feet of the Premises identified as "Additional Space #4" on **Exhibit A-2** attached hereto and listed on **Schedule A-2-1** attached hereto requires repairs during the Lease Term and any Renewal Term, if applicable, Tenant shall not be responsible for any repair costs exceeding \$1,000.00 per such unit(s) per repair or replacement. All such repairs, replacements or alterations shall be performed in accordance with Section 8.C below and the rules, policies and procedures reasonably enacted by Landlord from time to time for the performance of work in the Building. Tenant shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor or an in-house engineer for servicing all heating and air conditioning systems and equipment within or exclusively serving the Premises. For purposes of Tenant performing its HVAC maintenance obligations under this Section 8.A, Landlord agrees to allow Tenant access to the roof of the Building upon at least 24 hours prior notice to Landlord (which notice may be oral), except in the case of an emergency, in which event Tenant shall be allowed access to the roof concurrently with notification to Landlord by use of a key located in a lockbox. Tenant agrees that it will ensure that any Tenant employees or contractors performing services on its behalf carry the insurance required under the terms of this Lease and take precautions not to damage the roof or the Building. Tenant shall be solely liable, and will indemnify and hold Landlord harmless for its employees or contractors actions that result in any damage or injury while accessing or working on the roof of the Building. The maintenance contractor and the contract or the in-house engineer and the scope of services to be performed by such person must be approved by Landlord, which approval shall not be unreasonably withheld. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual and must become

effective (and a copy thereof delivered to Landlord) within thirty (30) days of the date Tenant takes possession of the Premises and provide for service not less than a quarterly basis. Additionally, the service contract must provide that a copy of all service reports shall be delivered to Landlord promptly after Landlord's request therefor. Landlord and Tenant acknowledge and agree that Tenant currently has an approved maintenance contract in place with respect to the heating and air conditioning systems and equipment within or exclusively serving the Premises and upon the execution of this Lease, Tenant will provide Landlord with a copy of such contract and the most recent quarterly inspection report. At least 14 days before the end of the Lease Term, Tenant shall deliver to Landlord a certificate from an engineer reasonably acceptable to Landlord certifying that the HVAC system is then in good repair and working order. Tenant shall, at Tenant's sole cost and expense, provide janitorial service to the Premises and contract for trash removal and pest control for the Premises. If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to perform such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently pursue it to its completion, then Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof to Landlord on demand as Additional Rent. Tenant shall, within thirty (30) days after Landlord's written demand therefor, reimburse Landlord for the cost of all repairs, replacements and alterations (collectively, "**Repairs**") in and to the Premises, Building and Project and the facilities and systems thereof; plus and administration charge of ten percent of such cost, the need for which Repairs arises out of (1) Tenant's use or occupancy of the Premises, (2) the installation, removal, use or operation of Tenant's Property (hereinafter defined) or Alterations (hereinafter defined), or (3) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

B. Landlord shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the roof, foundation and exterior walls of the Building, reasonable wear and tear excepted. The term "walls" as used herein shall not include windows, glass or plate glass, doors, special storefronts or office entries. Tenant shall immediately give Landlord written notice of the need for repairs, and Landlord shall commence to perform such repairs as soon as reasonably possible after receipt of such notice and thereafter diligently pursue the completion of same using commercially reasonable efforts. Landlord shall also maintain in good repair and condition the parking areas and other Common Areas of the Project, including, but not limited to driveways, alleys, landscape and grounds, including without limitation, snow and ice removal. Tenant will be responsible for the payment of all costs associated with Landlord's maintenance if the need therefor arises due to the fault or negligence of Tenant or its agents, employees, licensees or invitees. Except as otherwise expressly provided in this Section 8.B, Landlord will not at any time be required to make any improvements, repairs, replacements or alterations to the Premises. Notwithstanding any other provision hereof, if Landlord fails to perform its maintenance and repair obligations hereunder and if (i) the lack of such maintenance and repair by Landlord materially impairs Tenant's use of the Premises, (ii) the need for such maintenance and repair is not caused by Tenant or Tenant's contractors, agents, employees, customers, licensees or invitees, and (iii) Landlord fails to make any required repairs within thirty (30) days after the receipt of

Tenant's written notice or, in the event the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance and Landlord fails to commence performance within the thirty (30) day period and thereafter diligently pursue the completion of same using commercially reasonable efforts, Tenant may, at its option, make such repair or replacement on Landlord's behalf and recover from Landlord Tenant's reasonable out-of-pocket costs and expenses in connection with the exercise of such right and Landlord shall reimburse Tenant for such costs within thirty (30) days after receipt of an invoice from Tenant; provided that if the repair or replacement affects any portion of the Building which is the subject of any warranty or maintenance/service agreement (such as, without limitation, the roof), Tenant shall use Landlord's designated contractor for such repair and/or replacement so as not, to impair or invalidate the warranty or maintenance/service agreement provided that Tenant has received advance written notice of the existence of such warranties and the identities of such contractors. Subject to Section 11.E below, in the case of any damage to the Building or its components or systems caused by Tenant or Tenant's agents, employees, contractors, customers, licensees or invitees, the cost to repair the same shall be paid for by Tenant.

C. Tenant shall not make or allow to be made any alterations, additions or improvements to the Premises (collectively, "**Alterations**") costing more than \$20,000, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld so long as such Alterations will not (i) affect the structure of the Building, (ii) materially and adversely affect the mechanical, electrical and plumbing systems serving the Premises, and (iii) do not affect the exterior of the Premises. Prior to commencing any Alterations and as a condition to obtaining Landlord's consent, Tenant shall deliver to Landlord plans and specifications reasonably acceptable to Landlord; names and addresses of contractors reasonably acceptable to Landlord; copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in accordance with Section 11 hereof; and a payment bond or other security, all in form and amount reasonably satisfactory to Landlord. Tenant shall be responsible for ensuring that all such persons procure and maintain insurance coverage against such risks, in such amounts and with such companies as Landlord may reasonably require. All Alterations shall be constructed in a good and workmanlike manner using Building standard materials or other new materials of equal or greater quality. Landlord, to the extent reasonably necessary to avoid any disruption to the tenants and occupants of the Building, shall have the right to designate a reasonable time when any Alterations may be performed and to otherwise designate reasonable rules, regulations and procedures for the performance of work in the Building. Upon completion of the Alterations, Tenant shall deliver to Landlord "as-built" plans, contractor's affidavits and full and final waivers of lien covering all labor and materials. Within ninety (90) days from the date hereof, Tenant agrees to provide Landlord with a complete set of as-built plans for the Premises which include all alterations and improvements previously made by Tenant under the Existing Lease. All Alterations shall comply with the insurance requirements and with applicable codes, ordinances, laws and regulations. Tenant shall reimburse Landlord upon demand for all reasonable sums, if any, expended by Landlord for third party examination of the architectural, mechanical, electrical and plumbing plans for any Alterations up to a maximum amount of One Thousand and no/100 Dollars (\$1,000.00) per requested Alteration or series of Alterations.

In addition, if Landlord so requests, Landlord shall be entitled to oversee (but shall not be the project manager) the construction of any Alterations that may affect the structure of the Building or materially affect any of the mechanical, electrical, plumbing or life safety systems of the Building, but only to the extent that the same may affect the structure of the Building or may materially affect any of the mechanical, electrical, plumbing or life safety. Landlord's approval of Tenant's plans and specifications for any Alterations performed for or on behalf of Tenant shall not be deemed to be a representation by Landlord that such plans and specifications comply with applicable insurance requirements, building codes, ordinances, laws or regulations or that the Alterations constructed in accordance with such plans and specifications will be adequate for Tenant's use. Tenant may, without the consent of Landlord, but at its own cost and expense and in a good workmanlike manner, erect such shelves, bins, fume hoods, other lab furnishings, security cameras, machinery, and trade fixtures (together with any other personal property brought into the Premises by Tenant, collectively, "**Tenant's Property**") as it may deem advisable, without altering the basic character of the Building or improvements and without overloading or damaging such Building or improvements, and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. All Alterations and partitions erected by Tenant after the date of this Lease shall be and remain the property of Tenant during the term of this Lease, and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all Alterations and partitions erected by Tenant during the Term of this Lease and restore the Premises to its original condition under this Lease as of the date hereof (provided that any portion of the Premises which is warehouse space as of the date of this Lease shall be restored to office condition as opposed to its original condition) by the date of termination of this Lease or upon earlier vacating of the Premises; provided, however, that if Landlord so elects prior to termination of this Lease or upon earlier vacating of the Premises, such Alterations and/or partitions shall become the property of Landlord as of the date of termination of this Lease or upon earlier vacating of the Premises and shall be delivered up to the Landlord with the Premises. All of Tenant's Property may be removed by Tenant prior to the termination of this Lease, and all of Tenant's Property and all electronic, phone and data cabling exclusively serving the Premises installed after the date of this Lease (whether such cabling is located within or outside of the Premises) shall be removed by the date of termination of this Lease or upon earlier vacating of the Premises. Any removal by Tenant shall be accomplished in a good workmanlike manner so as not to damage the primary structure or structural qualities of the Building. If Tenant fails to remove any of the foregoing items or to perform any required repairs and restoration, (i) Landlord, at Tenant's sole cost and expense, may remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver such items to any other place of business of Tenant, or warehouse the same, and Tenant shall pay the reasonable cost of such removal, repair, delivery, or warehousing of such items within five (5) days after demand from Landlord and (ii) such failure shall be deemed a holding over by Tenant under Section 21 hereof until such failure is rectified by Tenant or Landlord. With respect to Alterations installed under the Existing Lease, unless specifically notified by Landlord in writing to the contrary at least nine (9) months prior to the expiration of this Lease, at the expiration or earlier termination of this Lease, Tenant shall at its expense restore the Premises to good, marketable, general office condition containing no laboratory

features. Such removal and restoration obligations of Tenant shall be governed by the terms of this Section S.C. Notwithstanding anything to the contrary set forth in this Lease, in connection with Tenant's obligation to restore the Premises to good, marketable, general office condition, Base Rent payable with respect to those portions of the Premises that are used for laboratory purposes shall be abated during the final three and one-half (3.5) months of the Lease Term, provided that Tenant shall be responsible for payment of all Additional Rent payable hereunder for such portions of the Premises during such final three and one-half (3.5) months.

9. **Assignment and Subletting**

A. Except in connection with a Permitted Transfer (defined in Section 9E below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent to an assignment or sublease shall not be unreasonably withheld; provided that Tenant shall have the right to permit Tenant's consultants and contractors performing work with or for Tenant to use and/or occupy up to twenty percent (20%) of the Premises without Landlord's consent, but with prior notice to Landlord. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition is not adequate in the reasonable opinion of Landlord for the obligations such transferee is assuming in connection with the proposed Transfer; (2) the transferee's business or reputation is not suitable for the Project considering the business and reputation of the other tenants and the Project's prestige, or would result in a violation of another tenant's rights under its lease at the Project; (3) the transferee is a governmental agency or occupant of the Project; (4) any portion of the Project or the Premises would likely become subject to additional or different laws as a consequence of the proposed Transfer; or (5) Landlord or its leasing agent is currently negotiating with the proposed transferee to lease space in the Project. Any attempted Transfer in violation of this Section 9, shall, exercisable in Landlord's sole and absolute discretion, be void. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. If Landlord withholds its consent to any Transfer contrary to the provisions of this Section 9, Tenant's sole remedy shall be to seek an injunction in equity to compel performance by Landlord to give its consent and Tenant expressly waives any right to damages in the event of such withholding by Landlord of its consent. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease or any liability hereunder.

B. If Tenant requests Landlord's consent to a Transfer, Tenant shall submit to Landlord (i) financial statements for the proposed transferee, (ii) a copy of the proposed assignment or sublease, and (iii) such other information as Landlord may reasonably request. Within ten (10) Business Days after Landlord's receipt of the required information and documentation, Landlord shall either: (1) consent or reasonably refuse consent to the Transfer in writing; (2) in the event of a proposed assignment of this Lease, terminate this Lease effective the first to occur of thirty (30) days following written notice of such termination or the date that the proposed Transfer would have come into effect; and (3) in

the event of a proposed subletting for substantially all of the remaining Lease Term, terminate this Lease with respect to the portion of the Premises which Tenant proposes to sublease effective the first to occur of thirty (30) days following written notice of such termination or the date the proposed Transfer would have come into effect. Tenant shall reimburse Landlord for its actual reasonable costs and expenses (including, without limitation, reasonable attorney's fees) incurred by Landlord in connection with Landlord's review of such proposed Transfer or Permitted Transfer.

C. Tenant shall pay to Landlord fifty percent (50%) of all cash and other consideration which Tenant receives as a result of a Transfer (after deducting all actual out-of-pocket third party expenses paid by Tenant in connection with such Transfer, including without limitation, marketing expenses, broker's commissions, construction costs and all unamortized tenant improvements costs paid for by Tenant) that is in excess of the rent payable to Landlord hereunder for the portion of the Premises and Lease Term covered by the Transfer within ten (10) days following receipt thereof by Tenant.

D. Except as provided below with respect to a Permitted Transfer and as otherwise set forth in this Section 9.D, if Tenant is a corporation, limited liability company, partnership or similar entity, and the person, persons or entity which owns or controls a majority of the voting interests at the time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a nationally recognized security exchange, or if at least eighty percent (80%) of its voting stock is owned by another entity, the voting stock of which is so listed. Further, the foregoing shall not apply in the event the change in ownership or control results solely from a debt or equity investment in Tenant so long as the Chief Executive Officer and President of Tenant do not change in connection with such debt or equity investment.

E. Tenant may assign its entire interest under this Lease or sublet the Premises (i) to any entity controlling or controlled by or under common control with Tenant or (ii) to any successor to Tenant by purchase, merger, consolidation or reorganization (hereinafter, collectively, referred to as "**Permitted Transfer**") without the consent of Landlord, provided: (1) Tenant is not in default under this Lease beyond any applicable notice and cure period; (2) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving entity shall own all or substantially all of the assets of Tenant; (3) with respect to a Permitted Transfer to a proposed transferee described in clause (ii), such proposed transferee shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization as evidenced to Landlord's reasonable satisfaction; and (4) Tenant shall give Landlord written notice at least thirty (30) days prior to the effective date of the proposed purchase, merger, consolidation or reorganization.

10. **Mechanic's Liens**

Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or the Project or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense (including without limitation, reasonable attorneys' fees) based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. If a lien is attached to the Project or any part thereof and Tenant fails to remove such lien of record within ten (10) days after receiving written notice of such lien, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same of record. Any amount paid by Landlord for any of the aforesaid purposes including, but not limited to, reasonable attorneys' fees, shall be paid by Tenant to Landlord within thirty (30) days after demand as Additional Rent. Tenant shall within ten (10) days of receiving such notice of lien or claim have such lien or claim released of record, by bonding or otherwise. Tenant's failure to comply with the provisions of the foregoing sentence shall be deemed an Event of Default entitling Landlord to exercise all of its remedies therefor without the requirement of any additional notice or cure period.

11. **Insurance**

A. Landlord shall, at all times during the Lease Term, procure and maintain: (i) policies of insurance covering loss or damage to the Project in an amount equal to the full replacement cost of the Building, excluding all property and improvements installed or placed in the Premises by Tenant at Tenant's expense (whether under the Existing Lease or this Lease), which shall provide protection against loss by fire and other all-risk casualties including earthquake and flood and such other property insurance as may be required by Landlord's mortgagee or as otherwise desired by Landlord, and such policy shall have a commercially reasonable deductible, and (ii) commercial general liability insurance applicable to the Building and the Common Areas, providing a minimum limit of \$3,000,000.00 per occurrence.

B. Tenant shall procure and maintain, at its expense, (i) all-risk (special form) property insurance in an amount equal to the full replacement cost of Tenant's Property located in the Premises and improvements installed or placed in the Premises by Tenant at Tenant's expense (whether under the Existing Lease or this Lease); (ii) a policy or policies of general liability and umbrella or excess liability insurance applying to Tenant's operations and use of the Premises, providing a minimum limit of \$3,000,000.00 per occurrence and in the aggregate, naming Landlord and Landlord's Project manager as additional insureds, (iii) automobile liability insurance covering owned, non-owned and hired vehicles in an amount not less than a combined single limit of \$1,000,000.00 per accident, (iv) workers' compensation insurance covering Tenant's employment of workers and anyone for whom Tenant may be liable for workers' compensation claims (workers'

compensation insurance is required and no alternative forms of insurance are permitted) and employer's liability insurance in an amount not less than \$1,000,000.00 each accident, \$1,000,000.00 disease-each employee and policy limit, with the insurance policies required under this clause (iv) to be endorsed to waive the insurance carriers' right of subrogation. Tenant shall maintain the foregoing insurance coverages in effect commencing on the earlier to occur of the Commencement Date and the date Tenant takes possession of the Premises, and continuing to the end of the Lease Term, and (v) if Tenant uses radioisotopes in the Premises, environmental pollution liability insurance applying to Tenant's operations and use of the Premises, providing a minimum limit of \$1,000,000.00 per occurrence and in the aggregate, naming Landlord and Landlord's Project manager as additional insureds.

C. The insurance requirements set forth in this Section 11 are independent of the waiver, indemnification, and other obligations under this Lease and will not be construed or interpreted in any way to restrict, limit or modify the waiver, indemnification and other obligations or to in any way limit any party's liability under this Lease. In addition to the requirements set forth in Sections 11 and 12, the insurance required of Landlord and Tenant under this Lease must be issued by an insurance company with a rating of no less than A-VIII in the current Best's Insurance Guide or that is otherwise acceptable to Landlord, and admitted to engage in the business of insurance in the state in which the Building is located; be primary insurance for all claims under it and provide that any insurance carried by Landlord, Landlord's Project manager, and Landlord's lenders is strictly excess, secondary and noncontributing with any insurance carried by Tenant; and provide that insurance may not be cancelled, nonrenewed or the subject of change in coverage of available limits of coverage, except upon thirty (30) days' prior written notice to Landlord and Landlord's lenders. Tenant will deliver to Landlord a legally enforceable certificate of insurance on all policies procured by Tenant in compliance with Tenant's obligations under this Lease on or before the date Tenant first occupies any portion of the Premises, at least ten (10) days before the expiration date of any policy and upon the renewal of any policy.

D. Notwithstanding anything to the contrary set forth herein, neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to any of the property of Landlord or Tenant, as the case may be, with respect to their respective property, the Building, the Project or the Premises or any addition or improvements thereto, or any contents therein, to the extent covered by insurance carried or required to be carried by a party hereto even though such loss might have been occasioned by the negligence or willful acts or omissions of the Landlord or Tenant or their respective employees, agents, contractors or invitees. Landlord and Tenant shall give each insurance company which issues policies of insurance, with respect to the items covered by this waiver, written notice of the terms of this mutual waiver, and shall have such insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such mutual waiver. For the purpose of the foregoing waiver, the amount of any deductible applicable to any loss or damage shall be deemed covered by, and recoverable by the insured under the insurance policy to which such deductible relates.

12. **Indemnity**

To the extent not expressly prohibited by law, Landlord and Tenant each (in either case, the “Indemnitor”) agree to hold harmless and indemnify the other and the other’s agents, partners, shareholders, members, officers, directors, beneficiaries and employees (collectively, the “Indemnitees”) from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against the Indemnitees, including without limitation reasonable attorneys’ fees and expenses, for death or injury to, or damage to property of, third parties, other than the Indemnitees, that may arise from the negligence or willful misconduct of Indemnitor or any of Indemnitor’s agents, members, partners or employees. Such third parties shall not be deemed third party beneficiaries of this Lease. If any action, suit or proceeding is brought against any of the Indemnitees by reason of the negligence or willful misconduct of Indemnitor or any of Indemnitor’s agents, members, partners or employees, then Indemnitor will, at Indemnitor’s expense and at the option of said Indemnitees, by counsel reasonably approved by said Indemnitees, resist and defend such action, suit or proceeding. In addition, to the extent not expressly prohibited by law, Tenant agrees to hold harmless and indemnify Landlord and Landlord’s Indemnitees from any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Landlord or Landlord’s Indemnitees, including reasonable attorneys’ fees and expenses, for death or injury to, or damage to property of, third parties (other than Landlord’s Indemnitees) that may arise from any act or occurrence in the Premises, except to the extent caused by the negligence or willful misconduct of Landlord or Landlord’s Indemnitees.

13. **Intentionally omitted**

14. **Casualty Damage**

If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the more than 50% of the Building is damaged or in the event there is less than one (1) year of the Lease Term remaining or in the event Landlord’s mortgagee should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of any material uninsured loss to the Building (other than an uninsured loss resulting from Landlord’s failure to carry the insurance required under Section 11.A above), Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of such casualty. If Landlord does not elect to terminate this Lease pursuant to the foregoing termination right, Landlord shall deliver to Tenant within sixty (60) days after the date of the damage, a reasonable estimate of the time required to repair and restore the Building (the “**Repair Estimate**”). If Landlord does not thus elect to terminate this Lease pursuant to the foregoing and Tenant does not elect to terminate this Lease as provided below, Landlord shall commence and proceed with reasonable diligence to restore the Building, excluding the improvements installed or placed in the Premises by Landlord or Tenant at Tenant’s expense (whether under the Existing Lease or this Lease) to substantially the same condition in which it was immediately prior to the happening of the casualty and shall use commercially reasonable efforts to complete such restoration within the time period set forth in the Repair Estimate. If as a result of such fire or casualty the Premises or any part thereof have been damaged, and provided that the Repair Estimate states that repair and

restoration thereof will not be completed within one hundred eighty (180) days after the date of the damage, Tenant may terminate this Lease by giving Landlord written notice of termination within ten (10) Business Days after the date Tenant receives the Repair Estimate. Notwithstanding the foregoing, Landlord's obligation to restore the Building, and the improvements located within the Premises shall not require Landlord to expend for such repair and restoration work more than the insurance proceeds actually received by Landlord as a result of the casualty; provided that if Landlord does not have sufficient insurance proceeds to substantially complete its restoration of the Premises as required hereunder, and Landlord elects not to fund any shortfall, Landlord shall so notify Tenant and Tenant, within 10 days thereafter (which notice shall not be later than 60 days after the date of the casualty), shall have the right to terminate this Lease by the giving of written notice to Landlord. When the repairs described in the preceding two sentences have been completed by Landlord, Tenant shall complete the restoration of all leasehold improvements in the Premises which were previously installed or placed in the Premises by Tenant or Landlord at Tenant's expense (whether under the Existing Lease or this Lease) and all furniture, fixtures and equipment which are necessary to permit Tenant's reoccupancy of the Premises. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that Tenant's Rent shall be abated from the date of the damage or destruction for any portion of the Premises that is unusable by Tenant until the date which is the earliest to occur of (i) seven (7) months after Landlord's completion of the Landlord's restoration obligations with respect to the Premises, (ii) the date Tenant's restoration obligations with respect to leasehold improvements in the Premises are completed, and (iii) Tenant's occupancy of the Premises for the conduct of business therein, which abatement shall be in the same proportion that the square footage of the Premises which is unusable by Tenant bears to the total square footage of the Premises; provided that Tenant shall not be entitled to any abatement of Rent if the damage or destruction within the Premises is restored within five (5) Business Days after Landlord's receipt of written notice from Tenant of the occurrence of the damage or destruction. Notwithstanding the foregoing, if Tenant was entitled to but elected not to exercise its right to terminate the Lease and Landlord does not substantially complete the repair and restoration of the Premises within the estimated period of time set forth in the Repair Estimate, which period shall be extended to the extent of any Reconstruction Delays (hereinafter defined), then Tenant may terminate this Lease by written notice to Landlord within ten (10) Business Days after the expiration of such period, as the same may be extended. For purposes of this Lease, the term "**Reconstruction Delays**" shall mean: (i) any delays caused by Tenant; and (ii) any delays caused by events of Force Majeure.

15. **Condemnation**

If the whole or any substantial part of the Premises or if the Building or any portion thereof which would leave the remainder of the Building unsuitable for use comparable to its use on the Commencement Date, or if the land on which the Building is located or any material portion thereof, shall be taken or condemned for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, then Landlord may, at its option, terminate this Lease and Rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Premises or said portion of the Building or land shall occur. If this Lease is not terminated, the rent for any portion of the Premises so taken or condemned shall be abated during the unexpired Lease Term effective when

the physical taking of said portion of the Premises shall occur. All compensation awarded for any taking or condemnation, or sale proceeds in lieu thereof, shall be the property of Landlord, and Tenant shall have no claim thereto, the same being hereby expressly waived by Tenant, except for any portions of such award or proceeds which are specifically allocated by the condemning or purchasing party for the taking of or damage to trade fixtures of Tenant and moving costs, which Tenant specifically reserves to itself.

16. **Events of Default**

The following events shall be deemed to be “**Events of Default**” under this Lease: (i) Tenant fails to pay any Rent when due; provided that the first (1st) such failure during any consecutive twelve (12) month period during the Term shall not be an Event of Default if Tenant pays the amount due within five (5) days after Tenant’s receipt of written notice from Landlord such payment was not made when due, (ii) Tenant fails to perform any other provision of this Lease not described in this Section 16, and such failure is not cured within thirty (30) days (or immediately if the failure involves a hazardous condition) after notice from Landlord, however, other than with respect to a hazardous condition, if Tenant’s failure to comply cannot reasonably be cured within thirty (30) days, Tenant shall be allowed additional time (not to exceed thirty (30) additional days) as is reasonably necessary to cure the failure so long as Tenant begins the cure within thirty (30) days and diligently pursues the cure to completion; (iii) Tenant fails to observe or perform any of the covenants with respect to (a) assignment and subletting as set forth in Section 9, (b) mechanic’s liens as set forth in Section 10, (c) insurance as set forth in Section 11, or (d) delivering estoppel certificates as set forth in Section 22; (iv) the leasehold interest of Tenant is levied upon or attached under process of law; (v) Tenant or any guarantor of this Lease dies or dissolves; (vi) Tenant fails to deliver subordination agreements as set forth in Section 22 and the continuance of such failure for five (5) days after Tenant’s receipt of written notice of such failure from Landlord; or (vii) any voluntary or involuntary proceedings are filed by or against Tenant or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within sixty (60) days after filing.

17. **Remedies**

A. Upon the occurrence of any Event of Default, Landlord shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised without further notice to or demand upon Tenant and which may be pursued successively or cumulatively as Landlord may elect:

- (1) Landlord may re-enter the Premises and attempt to cure any default of Tenant, in which event Tenant shall, upon demand, reimburse Landlord as Additional Rent for all reasonable costs and expenses which Landlord incurs to cure such default;
- (2) Landlord may terminate this Lease by giving to Tenant notice of Landlord’s election to do so, in which event the Lease Term shall end, and all right, title and interest of Tenant hereunder shall expire, on the date stated in such notice;

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- (3) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right to possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice; and
- (4) Landlord may enforce the provisions of this Lease by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease.

To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be disposed of by a judgment or by warrant of any court or judge. **TENANT KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT BROUGHT BY LANDLORD TO RECOVER POSSESSION OF THE PREMISES FOLLOWING LANDLORD'S TERMINATION OF THIS LEASE OR THE RIGHT OF TENANT TO POSSESSION OF THE PREMISES PURSUANT TO THE TERMS OF THIS LEASE AND ON ANY CLAIM FOR DELINQUENT RENT WHICH LANDLORD MAY JOIN IN ITS LAWSUIT TO RECOVER POSSESSION. LANDLORD IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER.**

B. If Landlord exercises either of the remedies provided in Sections 17A(2) or 17A(3), Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with process of law, and Landlord may remove all occupants and property therefrom, using such force as may be necessary to the extent allowed by law, without being deemed guilty in any manner of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

C. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay Rent hereunder for the full Lease Term, and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Rent accruing as it becomes due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Lease Term. In any such case, Landlord shall make reasonable efforts, in accordance with Section 17E hereof, to relet the Premises. In attempting to relet the Premises, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent reasonably deemed by Landlord necessary or desirable, and Tenant upon

demand shall pay the reasonable cost of all of the foregoing together with Landlord's reasonable expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting (including reasonable attorneys' fees and brokers' fees and commissions) and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder.

D. If this Lease is terminated by Landlord, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant, or for which Tenant is liable or for which Tenant has agreed to indemnify Landlord, which may be then owing and unpaid, and all reasonable costs and expenses, including court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder. In addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty (1) the unamortized portion of any concessions offered by Landlord to Tenant in connection with this Lease, including without limitation Landlord's contribution to the cost of tenant improvements, if any, installed by either Landlord or Tenant pursuant to this Lease or any work letter in connection with this Lease, provided that for purposes hereof, the \$525,000.00 payment made by Landlord to Tenant pursuant to Section 31 below shall be amortized over a five (5) year period commencing on the Commencement Date, (2) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate Rent which would have been payable after the termination date had this Lease not been terminated, including, without limitation, the amount projected by Landlord to represent Additional Rent for the remainder of the Lease Term, over the then present value of the then aggregate fair rent value of the Premises for the balance of the Lease Term, such present worth to be computed in each case on the basis of a ten percent (10%) per annum discount from the respective dates upon which such Rent would have been payable hereunder had this Lease not been terminated, and (3) any damages in addition thereto, including without limitation reasonable attorneys' fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of Rent.

E. To the extent required by applicable laws, Landlord shall use commercially reasonable efforts to mitigate any damages resulting from an Event of Default by Tenant under this Lease.

F. The receipt by Landlord of less than the full Rent due shall not be construed to be other than a payment on account of Rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the Rent due or to pursue any other remedies provided in this Lease. The acceptance by Landlord of Rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this Lease. No act or omission by Landlord or its employees or agents during the term of this Lease shall be

deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

G. In the event of any litigation between Tenant and Landlord to enforce or interpret any provision of this Lease or to enforce any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein.

H. All property of Tenant removed from the Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible in any event for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord with respect to such removal and storage so long as the same is in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Lease Term or termination of Tenant's right to possession of the Premises, however terminated, at Landlord's option, shall be conclusively deemed to have been conveyed by Tenant to Landlord by bill of sale with general warranty of title without further payment or credit by Landlord to Tenant.

18. **No Waiver**

Failure of either party to declare any default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of such default, nor shall it constitute an estoppel against the non-defaulting party, but the non-defaulting party shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Failure by non-defaulting party to enforce its rights with respect to any one default shall not constitute a waiver of its rights with respect to any subsequent default.

19. **Peaceful Enjoyment**

Tenant shall, and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof, provided that Tenant pays the Rent and other sums herein recited to be paid by Tenant and timely performs all of Tenant's covenants and agreements herein contained.

20. **Substitution**

Intentionally omitted.

21. **Holding Over**

If Tenant continues to occupy the Premises after the expiration or other termination of this Lease or the termination of Tenant's right of possession, such occupancy shall be that of a tenancy at sufferance. Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to one hundred fifty percent (150%) of the Base Rent and Additional Rent due under this Lease for the last full month

of the term hereof during the first thirty (30) days of such holdover, and two hundred percent (200%) of such Base Rent and Additional Rent thereafter during such holdover. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Lease Term shall be construed to extend the Lease Term or prevent Landlord from recovery of immediate possession of the Premises by summary proceedings or otherwise Tenant shall also be liable to Landlord for all direct and consequential damages which Landlord may suffer by reason of any holding over by Tenant.

22. **Subordination to Mortgage; Estoppel Certificate**

Tenant accepts this Lease subject and subordinate to any ground lease, mortgage, deed of trust or other lien presently existing or hereafter arising upon the Premises, or upon the Building or the Project and to any renewals, modifications, refinancings and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion; provided that the foregoing subordination in respect of any mortgage or deed of trust placed on the Premises, the Building or the Project after the date hereof shall not become effective until and unless the holder of such mortgage or deed of trust delivers to Tenant a subordination, non-disturbance and attornment agreement permitting Tenant, if Tenant is not then in default under, or in breach of any provision of, this Lease, to remain in occupancy of the Premises in the event of a foreclosure of any such mortgage or deed of trust. The provisions of the foregoing sentence shall be self-operative and no further instrument of subordination shall be required. However, Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Premises, or the Building or the Project and Tenant agrees within ten (10) Business Days after written demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. Tenant agrees that it shall from time-to-time furnish within ten (10) Business Days after so requested by Landlord, a certificate signed by Tenant certifying as to such matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any ground lessor, prospective purchaser, secured party, mortgagee or any beneficiary under any mortgage, deed of trust on the Building or the Project or any part thereof or interest of Landlord therein.

23. **Notice**

Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if it is written and delivered in person or mailed by Registered or Certified mail, postage prepaid, or sent by a nationally recognized overnight delivery service to the party who is to receive such notice at the address specified in Section 1 of this Lease (and, if no address is listed for Tenant, notices to Tenant shall be delivered to the Premises). When so mailed or sent by overnight delivery service, the notice shall be deemed to have been given on receipt or upon first attempted delivery if receipt is refused. The address specified in Section 1 of this Lease may be changed from time to time by giving written notice thereof to the other party.

24. **Surrender of Premises**

Upon the termination of the Lease Term, or upon any termination of Tenant's right to possession of the Premises, Tenant will at once surrender possession of the Premises to Landlord in good condition and repair, ordinary wear and tear excepted. Tenant shall surrender to Landlord all keys to the Premises and make known to Landlord the combination of all combination locks which Tenant is required to leave on the Premises.

25. **Rights Reserved to Landlord**

Landlord reserves the following rights, exercisable without notice, except as provided herein, and without liability to Tenant for damage or injury to property, person or business and without affecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent or affecting any of Tenant's obligations under this Lease: (1) upon thirty (30) days' prior notice to change the name or street address of the Building; (2) to install and maintain signs on the exterior and interior of the Building (excluding in the Premises); (3) to designate and approve window coverings to present a uniform exterior appearance; (4) to retain at all times and to use in appropriate instances, pass keys to the lock to the main entrance of the Premises; provided however, that except in the event of an emergency, Landlord shall not be permitted to enter into any restricted areas inside the Premises without being accompanied by a representative of Tenant so long as Tenant makes such representative available; (5) to approve the weight, size, or location of heavy equipment, or articles within the Premises; (6) to change the arrangement and location of public parts of the Project; (7) to enter the Premises to inspect the same or to show the Premises to prospective purchasers, mortgagees, insurers, or during the last twelve months of the Lease Term, to prospective tenants, or to clean or make repairs, alterations or additions thereto, provided that, except for any entry in an emergency situation, Landlord shall provide Tenant with at least 24 hour prior notice (which may be oral) of any entry into the Premises and shall be accompanied by a representative of Tenant at all times so long as Tenant makes such representative available; and (8) to temporarily close the Premises or the Building to perform repairs, alterations or additions in the Premises or the Building; provided that except in the event of an emergency, such closing will occur during periods other than Normal Business Hours and Landlord shall provide Tenant with at least seven (7) days advance written notice of such closing. In exercising its rights under this Section 25, Landlord shall make commercially reasonable efforts to avoid unreasonably interfering with Tenant's business operations in the Premises.

26. **Miscellaneous**

A. If any term or provision of this Lease, or the application thereof, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

B. This Lease shall not be recorded, but the parties agree to execute a memorandum of this Lease for recording purposes which shall set forth the Commencement Date, the Lease Term and any extensions, and the legal description

attached as **Exhibit A-1** hereto. If either party desires to record such memorandum, or any amended memorandum, such party shall do so at its own cost and expense. Upon expiration or termination of this Lease, if requested by Landlord, Tenant shall execute an instrument in recordable form terminating such memorandum.

C. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the Building is located.

D. The term "**Force Majeure**" shall mean strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Landlord or Tenant, as the case may be. Whenever a period of time is herein prescribed for the taking of any action by Landlord or Tenant (other than the payment of Rent and all other such sums of money as shall become due hereunder), such party shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to events of Force Majeure.

E. Except as expressly otherwise herein provided, with respect to all required acts of Landlord and Tenant, time is of the essence of this Lease.

F. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Building and Project referred to herein, and in such event and upon such written transfer and notice thereof to Tenant, Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations. Landlord agrees to provide Tenant with written notice of such transfer promptly after the occurrence thereof.

G. Tenant hereby represents to Landlord that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Landlord and Tenant hereby indemnify and hold each other harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed by any broker or finder other than the Broker on account of the execution and/or renewal of this Lease due to any action of the indemnifying party.

H. If there is more than one Tenant, or if Tenant as such is comprised of more than one person or entity, the obligations hereunder imposed upon Tenant shall be joint and several obligations of all such parties. All notices, payments, and agreements given or made by, with or to any one of such persons or entities shall be deemed to have been given or made by, with or to all of them.

I. Tenant acknowledges that the financial capability of Tenant to perform its obligations hereunder is material to Landlord and that Landlord would not enter into this Lease but for its belief, based on its review of Tenant's financial statements, that Tenant is capable of performing such financial obligations. Tenant hereby represents, warrants and

certifies to Landlord that its financial statements previously furnished to Landlord were at the time given true and correct in all material respects and that there have been no material subsequent changes thereto as of the date of this Lease. Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord requires the information in connection with a proposed financing or sale of the Building. Landlord will employ diligent efforts to keep the financial statements confidential; which diligent efforts shall be at least equivalent to that degree of care and protection Landlord exercises with regard to its own confidential information, but in no event less than ordinary care. Landlord shall not, without Tenant's prior written consent, disclose the contents of the financial statements to any person or entity other than to Landlord's employees, officers, directors, partners, investors, agents (including attorneys, accountants, financial advisors and property managers), lenders and prospective purchasers of the Project (collectively called "Representatives"), except as required by law; provided that such Representatives shall be informed of the terms of this Agreement and shall agree to be bound by the provisions hereof regarding non-disclosure of the contents of the financial statements.

J. Notwithstanding anything to the contrary contained in this Lease, the expiration of the Lease Term, whether by lapse of time or otherwise, shall not relieve either Landlord or Tenant from such party's obligations accruing prior to the expiration of the Lease Term, and such obligations shall survive any such expiration or other termination of the Lease Term.

K. Landlord and Tenant understand, agree and acknowledge that (i) this Lease has been freely negotiated by both parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

L. The headings and titles to the paragraphs of this Lease are for convenience only and shall have no affect upon the construction or interpretation of any part hereof. The term "including" shall be deemed to mean "including without limitation".

27. **No Offer**

Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option. This Lease shall not be effective until an original of this Lease executed by both Landlord and Tenant and an original Guaranty, if applicable, executed by each Guarantor is delivered to and accepted by Landlord, and this Lease has been approved by Landlord's mortgagee, if required.

28. **Entire Agreement**

This Lease, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Lease and supersedes all prior agreements and understandings between the parties related to the Premises, including all lease proposals, letters of intent and similar documents. Tenant expressly acknowledges and agrees that Landlord has not made and is not making, and Tenant, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant. LANDLORD AND TENANT EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, ALL OF WHICH ARE HEREBY WAIVED BY TENANT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

29. **Limitation of Liability**

Any liability of Landlord under this Lease shall be limited solely to its interest in the Project, and in no event shall any personal liability be asserted against Landlord, its members, or their respective members, partners, shareholders, officers, directors, agents or employees, in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord, its members, or their respective members, partners, shareholders, officers, directors, agents or employees.

30. **Hazardous Substances**

A. Except as otherwise set forth in **Exhibit F** attached hereto, Tenant hereby represents and covenants to Landlord the following: No toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, radon, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601-9657, as amended (“**CERCLA**”)) or any contaminant listed or defined as hazardous or toxic under any Environmental Law (hereinafter defined) (collectively, “**Hazardous Substances**”) other than customary office supplies and cleaning supplies stored and handled within the Premises in accordance with all applicable laws, will be generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Project, and no activity shall be taken on the Project, by Tenant, its agents, employees, invitees or contractors, that would cause or contribute to (i) the Project or any part thereof to become a generation, treatment, storage or disposal facility within the meaning of or otherwise bring the Project within the ambit of the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. 5901 et. seq., or any similar state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Project or any part thereof within the meaning of, or

otherwise result in liability in connection with the Project within the ambit of CERCLA, or any similar state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters, or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et. seq., or the Clean Air Act, 42 U.S.C. 7401 et. seq., or any similar state law or local ordinance.

B. Tenant agrees to indemnify and hold Indemnitees (as defined in Section 12) harmless from and against and to reimburse Indemnitees with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Landlord at any time and from time-to-time by reason of or arising out of the breach of any representation or covenant contained in Section 30.A above.

C. As used herein "Environmental Laws" mean all present and future federal, state and municipal laws, ordinances, rules and regulations applicable to environmental and ecological conditions, and the rules and regulations of the U.S. Environmental Protection Agency, and any other federal, state or municipal agency, or governmental board or entity relating to environmental matters.

31. Payment to Tenant

Within fifteen (15) Business Days after the full execution and delivery of this Lease by Tenant and Landlord, Landlord shall pay to Tenant the amount of \$525,000.00; provided that Landlord shall not be obligated to disburse any portion of such amount during the continuance of an uncured default under this Lease, and Landlord's obligation to disburse shall only resume when and if such default is cured.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

DURHAM RESEARCH TRI-CENTER, LLC, a
Delaware limited liability company

By: /s/ Kathleen M. Hands

Name: Kathleen M. Hands

Title: Senior Vice President

TENANT:

SCYNEXIS, INC., a Delaware corporation

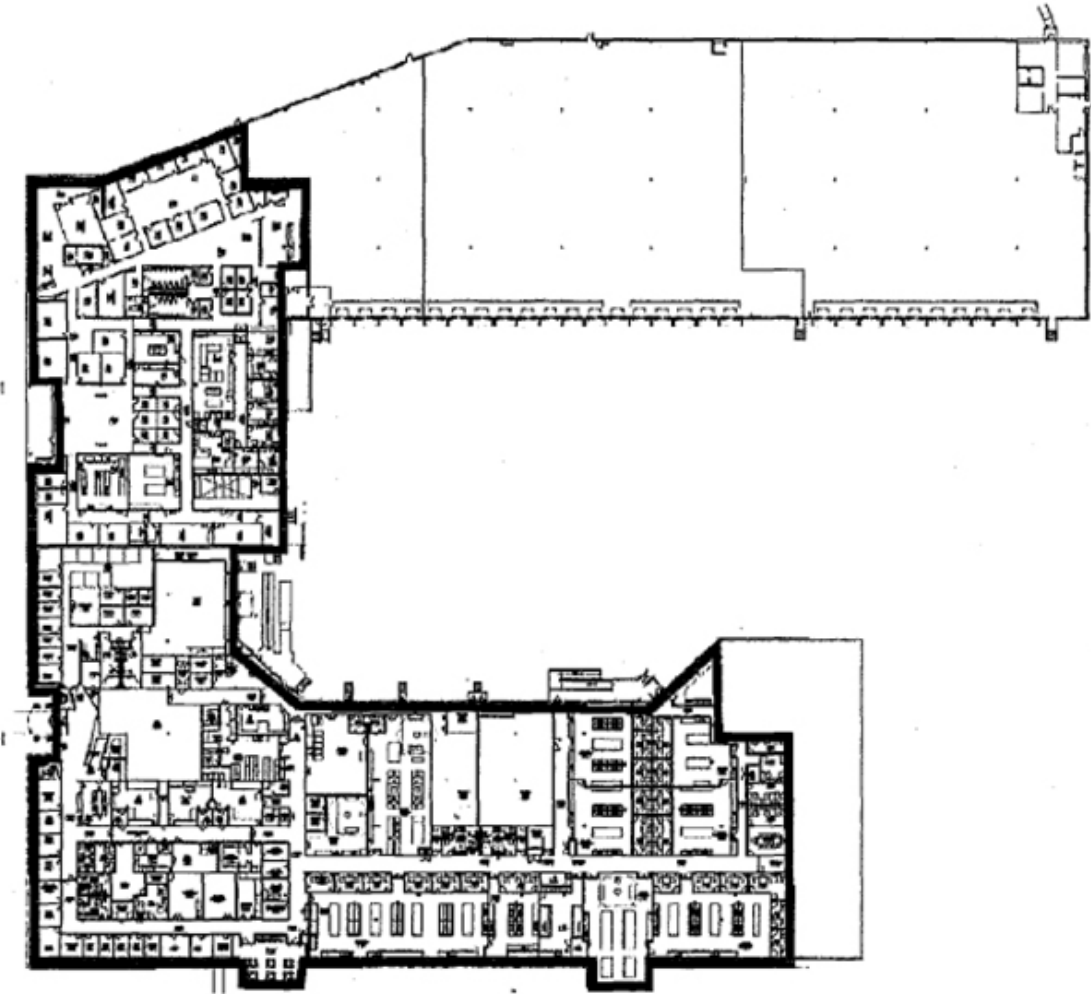
By: /s/ Yves Ribeill

Name: Yves Ribeill

Title: President

EXHIBIT A

OUTLINE AND LOCATION OF PREMISES



A-1

EXHIBIT A-1

LEGAL DESCRIPTION OF LAND

LEGAL DESCRIPTION (RESEARCH TRICENTER I)

BEGINNING AT AN EXISTING IRON PIN BEING LOCATED ON THE NORTHEASTERN RIGHT OF WAY OF CORNWALLIS ROAD, SAID ROAD HAVING A 150 FOOT PUBLIC RIGHT OF WAY AND ALSO BEING A COMMON CORNER WITH THE PROPERTY BELONGING TO BALLARD CAROLINA PARTNERS (DB 1864 PG 398) AND SAID IRON HAVING NORTH CAROLINA GRID COORDINATES (1927 MAD) N=792,904.62 AND E=2,034,193.55, THENCE RUNNING ALONG SAID CORNWALLIS ROAD RIGHT OF WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 11,384.16 FEET, AN ARC LENGTH OF 372.13 FEET, AND AN INTERIOR CHORD BEARING AND DISTANCE OF NORTH 33°51'18" WEST, 372.11 FEET TO AN EXISTING IRON PIN BEING A COMMON CORNER WITH THE PROPERTY BELONGING TO RESEARCH TRICENTER ASSOCIATES (DB 1542 PG 212) (PB 126 PG 164), THENCE LEAVING SAID RIGHT OF WAY OF CORNWALLIS ROAD AND RUNNING ALONG THE EASTERN PROPERTY LINE OF THE PROPERTY BELONGING TO RESEARCH TRICENTER ASSOCIATES THE FOLLOWING COURSES AND DISTANCES: NORTH 57°33'02" EAST, 9.12 FEET TO AN EXISTING IRON PIN, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 337.50 FEET, AN ARC LENGTH OF 157.18 FEET, AN EXTERIOR CHORD BEARING AND DISTANCE OF NORTH 25°41'45" EAST, 155.76 FEET TO AN EXISTING IRON PIN, NORTH 12°21'26" EAST, 15.36 FEET TO AN EXISTING IRON PIN, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.08 FEET, AN ARC LENGTH OF 131.34 FEET, AND AN INTERIOR CHORD BEARING AND DISTANCE OF NORTH 62°31'33" EAST, 115.19 FEET TO AN EXISTING IRON PIN, NORTH 27°15'55" EAST, 230.16 FEET TO AN EXISTING IRON PIN BEING LOCATED IN THE EASTERN PROPERTY LINE OF RESEARCH TRICENTER ASSOCIATES, AND ALSO BEING THE SOUTHWESTERN MOST CORNER OF RESEARCH TRICENTER V (PB 126 PG 164), THENCE RUNNING ALONG THE SOUTHERN PROPERTY LINE OF RESEARCH TRICENTER V AND RESEARCH TRICENTER ASSOCIATES (PB 126 PG 164) (DB 2179 PG 490) THE FOLLOWING COURSES AND DISTANCES: SOUTH 07°11'38" EAST, 448.22 FEET TO AN EXISTING IRON PIN, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 850.00 FEET, AN ARC LENGTH OF 144.42 FEET, AN EXTERIOR CHORD BEARING AND DISTANCE OF SOUTH 59°38'51" EAST, 144.25 FEET TO AN EXISTING IRON PIN, SOUTH 65°44'16" EAST, 69.24 FEET TO AN EXISTING IRON PIN, NORTH 48°47'29" EAST, 47.00 FEET TO AN EXISTING IRON PIN, SOUTH 84°48'04" EAST, 95.86 FEET TO A NEW IRON PIN BEING LOCATED ON THE WESTERN RIGHT OF WAY OF NORTHEAST CREEK

PARKWAY, SAID ROAD HAVING A VARIABLE WIDTH PUBLIC RIGHT OF WAY, THENCE RUNNING ALONG THE WESTERN RIGHT OF WAY OF NORTHEAST CREEK PARKWAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 11°23'48" WEST, 289.71 FEET TO A CONCRETE MONUMENT, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2501.48 FEET, AN ARC LENGTH OF 23.03 FEET, AN INTERIOR CHORD BEARING AND DISTANCE OF SOUTH 32°30'08" WEST, 23.03 FEET TO A CONCRETE MONUMENT, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1592.02 FEET, AN ARC LENGTH OF 439.73 FEET, AN INTERIOR CHORD BEARING AND DISTANCE OF SOUTH 40°18'54" WEST, 438.34 FEET TO A NEW IRON PIN BEING A COMMON PROPERTY CORNER OF THE PROPERTY BELONGING TO BALLARD CAROLINA PARTNERS, THENCE LEAVING SAID RIGHT OF WAY OF NORTHEAST CREEK PARKWAY AND RUNNING ALONG THE NORTHERN PROPERTY LINE OF BALLARD-CAROLINA-PARTNERS-NORTH-83°23'41" WEST, 492.14 FEET TO AN EXISTING IRON PIN, SAID IRON BEING THE POINT AND PLACE OF BEGINNING, CONTAINING 13.053 ACRES AND/OR 568,588 SQUARE FEET, MORE OR LESS, EXCLUDING THE RIGHT OF WAY TAKEN BY N.C.D.O.T. PER DEED BOOK 3232 PAGE 628.

LESS AND EXCEPT the parcel conveyed to North Carolina Department of Transportation by virtue of the deed recorded in Book 3232, page 628, Durham County Registry.

TOGETHER WITH all rights and privileges of Grantor in, to and under that certain Easement Agreement, dated May 16, 1990, and recorded in Book 1592, page 870 and Book 1598, page 191, Durham County Registry.

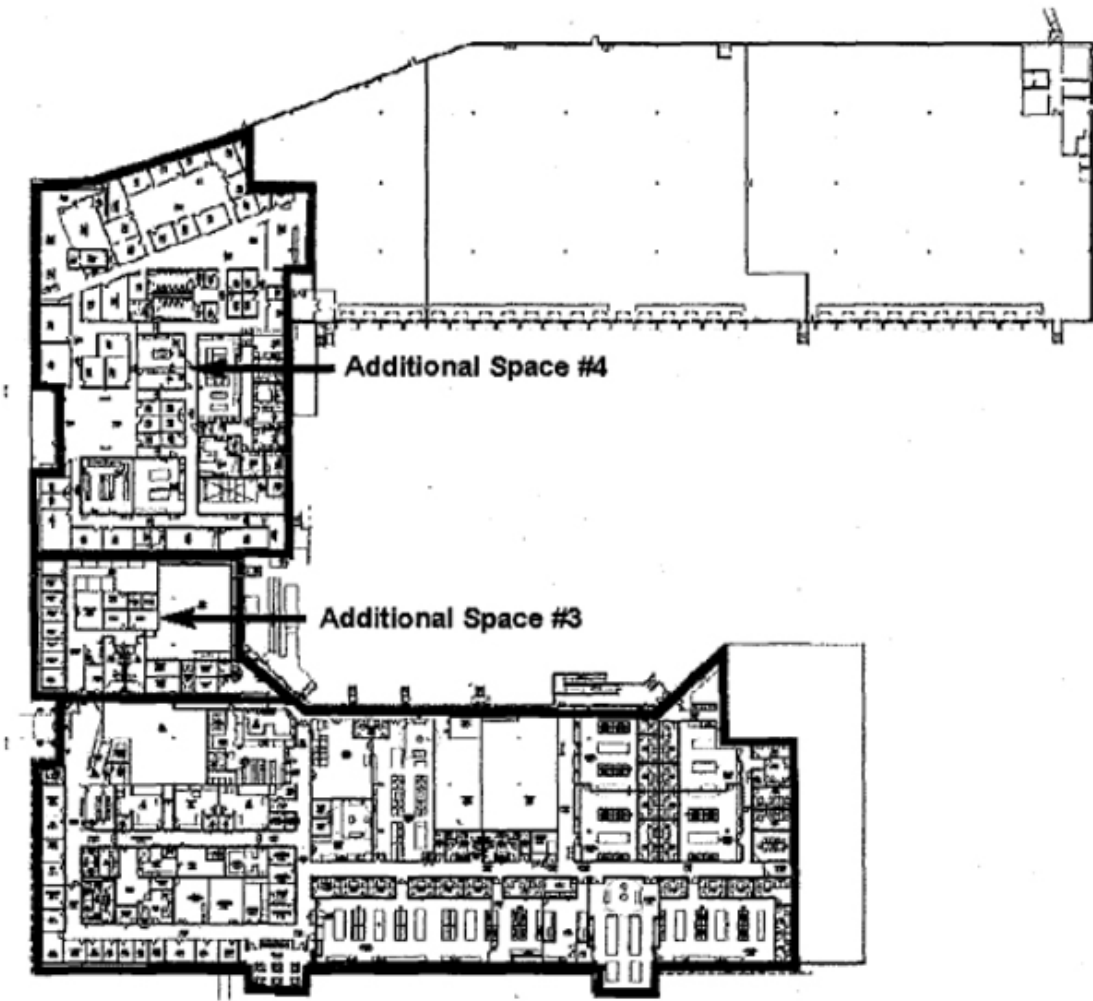
TOGETHER WITH all of Grantor's rights, privileges and easements pursuant to that certain Declaration of Easements, dated January 21, 1998, recorded in Book 2415, page 686, Durham County Registry.

TOGETHER WITH easements appurtenant to the land contained in that certain Cooperation Agreement Regarding Future Easements recorded in Book 4580, Page 680, Durham County Registry.

ALSO being a portion of the property described in the deed by and between Tri-Center (K0886LJ), L.L.C. and MLFC 1998-2 Alston Avenue, LLC dated August 17, 2004 and recorded on August 30, 2004 in Book 4525, Page 546, Durham County Registry.

EXHIBIT A-2

LOCATION AND OUTLINE OF
ADDITIONAL SPACE #3 AND ADDITIONAL SPACE #4



SCHEDULE A-2-1

**LIST OF HVAC UNITS SERVING
ADDITIONAL SPACE #3 AND ADDITIONAL SPACE #4**

ADDITIONAL SPACE #3	ADDITIONAL SPACE #4	UNIT	MODEL	LOCATION	FLOOR	TONnage	CARRIER	MECH	AC	PAC	DATE
		RTNHN-PAC13	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-PAC19	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-PAC1	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	2-10-2012
		RTNHN-PAC2	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	2-10-2012
		RTNHN-PAC3	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	2-10-2012
		RTNHN-PAC4	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	2-10-2012
		RTNHN-PAC5	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-PAC6	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-PAC7	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-PAC8	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-PAC9	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-PAC10	SCNED03	48LJ0012A6T1	LOWER ROOF	1/2 TON	CARRIER	MECH	AC	PAC	
		RTNHN-RT1	SCNED03	48LJ0012A6T1	UPPER ROOF	25000 BTU	CARRIER	MECH	HT	HT	

SCYNEXIS
NORTH 1

EXHIBIT B

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking areas associated therewith (if any), the Project and the appurtenances thereto:

1. Sidewalks, entrances, passageways and courts in and about the Project shall not be obstructed nor shall objects be placed against glass partitions, doors or windows which would be unsightly from the exterior of the Building.
2. Plumbing, fixtures and appliances shall be used for only the purpose for which they were designed and no foreign substance of any kind whatsoever shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid for by Tenant and Landlord shall not in any case be responsible therefor.
3. Any sign, lettering, picture, notice or advertisement installed within the Premises which is visible from the public corridors within the Building shall be installed in such manner, and be of such character and style, as Landlord shall approve, in writing in its reasonable discretion. No sign, lettering, picture, notice or advertisement shall be placed on any outside window or door or in a position to be visible from outside the Building.
4. Intentionally omitted.
5. Intentionally omitted.
6. Tenant shall cause all doors to the Premises to be closed and securely locked before leaving the Building at the end of the day.
7. Tenant shall keep all electrical and mechanical apparatus owned by Tenant free of vibration, noise and airwaves which may be transmitted beyond the Premises.
8. Canvassing, soliciting and peddling in or about the Building or Project is prohibited. Tenant shall cooperate to prevent the same.
9. Tenant shall not use the Premises in any manner which would overload the heating, ventilating or air conditioning systems.
10. Intentionally omitted.
11. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusements devices and machines for sale of beverages, foods, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees.

12. To the extent permitted by law, Tenant shall not permit picketing or other union activity involving its employees or agents in the Building or on the Project, except in those locations and subject to time and other constraints as to which Landlord may give its prior written consent, which consent may be withheld in Landlord's sole discretion.

13. Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises, the Building, the Project and their respective use or occupancy thereof. Tenant shall not make or permit any use of the Premises, the Building or the Project, respectively, which is directly or indirectly forbidden by law, ordinance, governmental regulation or order, or direction of applicable public authority, or which may be dangerous to person or property.

14. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Building or the Project; without limiting the foregoing, Tenant shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping or for any illegal purpose.

15. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises in a manner which will not interfere with the rights of other tenants in the Building.

16. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements thereto.

17. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's opinion may tend to impair the reputation of the Building or its desirability for Landlord or its other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately.

18. Neither Tenant nor any of its employees, agents, contractors, invitees or customers shall smoke in any area designated by Landlord (whether through the posting of a "no smoking" sign or otherwise) as a "no smoking" area. In no event shall Tenant or any of its employees, agents, contractors, invitees or customers smoke at the entrances to the Building. Landlord reserves the right to designate, from time to time, additional areas of the Building and the Project as "no smoking" areas and to designate the entire Building and the Project as a "no smoking" area.

19. Except in connection with Tenant's business operations, Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not bring into the Premises or keep on Premises any fish, fowl, reptile, insect or animal without the prior written consent of the Landlord.

20. Neither Tenant nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any Tenant shall go upon the roof of the Building, without the written consent of the Landlord, which consent shall not be unreasonably withheld.

21. Tenant shall not maintain armed security in or about the Premises.

22. Upon expiration or earlier termination of this Lease, in addition to the requirements under the terms the Lease, Tenant shall ensure that with respect to the Premises and except for normal wear and tear:

- a. All interior lights and bulbs are operational.
- b. All exhaust, ceiling and overhead fans are operational.
- c. Warehouse floor areas are broom swept and clean of all trash and materials.
- d. Warehouse floor areas are cleaned of oils, fluids and other foreign materials.
- e. All electrical, plumbing and other utilities which are terminated are disconnected, capped and/or terminated according to applicable building codes and all other governmental requirements.
- f. All electrical and telecommunications conduit and wiring installed by or for Tenant specifically for Tenant's equipment is removed to the originating panel if Landlord so requires.
- g. Overhead interior and exterior doors are operational and in good condition.
- h. Any bolts secured to the floor are cut off flush and sealed with epoxy.
- l. Warehouse fencing or partitions are removed if Landlord so requires.
- J. All furniture, trash and debris are removed.
- k. All signs and pictures, posters, signage, stickers and all similar items of Tenant and any other occupant of the Premises are removed from all walls, windows; doors and all other interior and exterior surfaces of the Premises and other locations of the Project.
1. All carpet areas are vacuumed.
- m. All uncarpeted office floors are swept, and any excess wax build-up on tile and vinyl floors is properly removed.
- n. All computer cable and conduit installed by or for Tenant is removed to point of origin.
- o. All windows and miscellaneous hardware are operational and in good condition.

-
- p. All HVAC and mechanical systems and equipment used by Tenant during the Lease Term are operational and in good condition.
 - q. Ceiling tiles, grid, light lenses, air grills and diffusers are in place with no holes or stains.
 - r. There are no broken windows or other broken glass items.
 - s. Bathroom walls, floors, and fixtures are clean and in good condition.
 - t. All plumbing fixtures are intact, operational free of leaks and in good condition.
 - u. Internal walls are clean and any holes are properly and permanently patched.

[END OF EXHIBIT B]

EXHIBIT C

PAYMENT OF BASIC COSTS

A. During each calendar year, or portion thereof, falling within the Lease Term, Tenant shall pay to Landlord as Additional Rent hereunder Tenant's Pro Rata Share of Basic Costs (as defined below) for the applicable calendar year. Prior to the Commencement Date, or as soon as practical thereafter, and prior to January 1 of each calendar year during the Lease Term, or as soon as practical thereafter, Landlord shall make a good faith estimate of Basic Costs for the applicable full or partial calendar year and Tenant's Pro Rata Share thereof. On or before the first day of each month during such calendar year, Tenant shall pay Landlord, as Additional Rent, a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of Basic Costs. Landlord shall have the right from time to time during any such calendar year to reasonably revise the estimate of Basic Costs for such year and provide Tenant with a revised statement therefor (provided, however, Landlord agrees that Landlord shall not issue a revised statement more than twice in any calendar year), and thereafter the amount Tenant shall pay each month shall be based upon such revised estimate. If Landlord does not provide Tenant with an estimate of the Basic Costs by January 1 of any calendar year, Tenant shall continue to pay a monthly installment based on the previous year's estimate until such time as Landlord provides Tenant with an estimate of Basic Costs for the current year. Upon receipt of such current year's estimate, an adjustment shall be made for any month during the current year with respect to which Tenant paid monthly installments of Additional Rent based on the previous year's estimate. Tenant shall pay Landlord for any underpayment within thirty (30) days after Landlord's written demand. Any overpayment of Additional Rent shall, at Landlord's option, be refunded to Tenant or credited against the installment(s) of Additional Rent next coming due under the Lease. Any amount paid by Tenant based on any estimate shall be subject to adjustment pursuant to Paragraph B below.

B. As soon as is practical following the end of each calendar year during the Lease Term, Landlord shall furnish to Tenant a statement of Landlord's actual Basic Costs for the previous calendar year. If for any calendar year the Additional Rent collected for the prior year, as a result of Landlord's estimate of Basic Costs, is in excess of Tenant's actual Pro Rata Share of Basic Costs for such prior year, then Landlord shall refund to Tenant any overpayment (or at Landlord's option apply such amount against Additional Rent due or to become due hereunder). Likewise, Tenant shall pay to Landlord, within thirty (30) days after Landlord's written demand, any underpayment with respect to the prior year whether or not the Lease has terminated prior to receipt by Tenant of a statement for such underpayment, it being understood that this clause shall survive the expiration of the Lease.

C. "**Basic Costs**" shall mean all direct and indirect costs, expenses paid and disbursements of every kind (subject to the limitations set forth below), which Landlord incurs, pays or becomes obligated to pay in each calendar year in connection with operating, maintaining, repairing, owning and managing the Building and the Project. Basic Costs shall include, without limitation, insurance premiums and reasonable deductibles, Taxes and the amortized cost of capital improvements made to the Building or the Project which are (i)

primarily for the purpose of reducing operating expense costs or otherwise improving the operating efficiency of the Project or Building; or (ii) required to comply with any laws, rules or regulations of any governmental authority or a requirement of Landlord's insurance carrier; or (iii) primarily for the purpose of improving security at the Project or the Building. The cost of such capital improvements that are required to be capitalized for federal income tax purposes shall be amortized on a straight line basis over a period equal to the lesser of the useful life thereof for federal income tax purposes or ten (10) years. With respect to Basic Costs which Landlord allocates to the entire Project, Tenant's Pro Rata Share shall be the percentage set forth in Section 1.J as Tenant's Pro Rata Share of the Project, and with respect to Basic Costs which Landlord allocates only to the Building, Tenant's Pro Rata Share shall be the percentage set forth in Section 1.J as Tenant's Pro Rata Share of the Building.

D. Basic Costs shall not include the following: (i) costs of alterations of tenant spaces (including all tenant improvements to such spaces); (ii) costs of capital improvements, except as provided in Paragraph C above; (iii) depreciation, interest and principal payments on mortgages, and other debt costs, if any; (iv) real estate brokers' leasing commissions or compensation and advertising and other marketing expenses; (v) costs or other services or work performed for the singular benefit of another tenant or occupant (other than for Common Areas); (vi) legal, space planning, construction, and other expenses incurred in procuring tenants for the Building or renewing or amending leases with existing tenants or occupants of the Building; (vii) costs of advertising and public relations and promotional costs and attorneys' fees associated with the leasing of the Building; (viii) any expense for which Landlord actually receives reimbursement from insurance, condemnation awards, other tenants (other than through the payment of additional rent under such tenants' leases) or any other source; (ix) costs incurred in connection with the sale, financing, refinancing, mortgaging, or other change of ownership of the Building; (x) rental under any ground or underlying lease or leases; and (xi) during the initial Lease Term, Project management fees in excess of four percent (4%) of the gross revenue from the Building and the Project.

E. "Taxes" shall mean (i) all real estate taxes and assessments on the Project, the Building or the Premises, and taxes and assessments levied in substitution or supplementation in whole or in part of such taxes, (ii) all personal property taxes for the Building's personal property, including license expenses, (iii) all taxes imposed on services of Landlord's agents and employees, (iv) all sales, use or other tax, excluding state and/or federal income tax now or hereafter imposed by any governmental authority upon rent received by Landlord, (v) all other taxes, fees or assessments now or hereafter levied by any governmental authority on the Project, the Building or its contents or on the operation and use thereof (except as relate to specific tenants), and (vi) all reasonable costs and fees incurred in connection with seeking reductions in or refunds in Taxes including, without limitation, any costs incurred by Landlord to challenge the tax valuation of the Building or Project, but excluding income taxes. Estimates of real estate taxes and assessments for any calendar year during the Lease Term shall be determined based on Landlord's good faith estimate of the real estate taxes and assessments. Taxes and assessments hereunder are those accrued with respect to such calendar year, as opposed to the real estate taxes and assessments paid or payable for such calendar year.

F. If the Building and the other buildings in the Project are not at least ninety-five percent (95%) occupied, in the aggregate, during any calendar year of the Lease Term, the cost of water used in the Project for purposes hereof shall, at Landlord's option, be determined as if the Building and such other buildings in the Project had been ninety-five percent (95%) occupied during such year.

G. Tenant shall have the right to inspect at Tenant's sole cost and expense, at reasonable times and in a reasonable manner, during the one hundred eighty (180) day period following the delivery of Landlord's statement of the actual amount of Basic Costs and Taxes, such of Landlord's books of account and records as pertain to and contain information concerning such costs and expenses in order to verify the amounts thereof. However, notwithstanding the foregoing, if Landlord and Tenant determine that Tenant's Pro Rata Share of Basic Costs and/or Taxes, as applicable, for the year in question were less than stated by more than five percent (5%), Landlord, within thirty (30) days after its receipt of paid invoices therefor from Tenant, shall reimburse Tenant for up to \$1,000.00 of the reasonable amounts paid by Tenant to third parties in connection with such audit by Tenant. Tenant agrees that any information obtained during an inspection by Tenant of Landlord's books of account and records shall be kept in confidence by Tenant and its agents and employees and shall not be disclosed to any other parties, except to Tenant's attorneys, accountants and other consultants. Any parties retained by Tenant to inspect Landlord's books of account and records shall not be compensated on a contingency fee basis. If Tenant shall not dispute any item or items included in the determination of Basic Costs and Taxes for a particular calendar year by delivering a written notice to Landlord generally describing in reasonable detail the basis of such dispute within one hundred eighty (180) days after the statement for such year was delivered to it, Tenant shall be deemed to have approved such statement. During the pendency of any dispute over Basic Costs, Tenant shall pay, under protest and without prejudice, Tenant's Pro Rata Share of Basic Costs as calculated by Landlord.

H. Notwithstanding the foregoing, for purposes of computing Tenant's Pro Rata Share of Basic Costs, the Controllable Basic Costs (hereinafter defined) shall not increase by more than five percent (5%) per calendar year over Controllable Basic Costs for the prior calendar year (determined on an annualized basis). "Controllable Basic Costs" shall mean all Basic Costs exclusive of the cost of snow removal, insurance, taxes, utilities, and capital improvements required by applicable law.

[END OF EXHIBIT C]

EXHIBIT D

ESTOPPEL CERTIFICATE

TENANT ESTOPPEL CERTIFICATE

May 24, 2007

Transwestern Research Tricenter North, L.P.
c/o Transwestern Investment Company, L.L.C.
150 North Wacker Drive, Suite 800
Chicago, IL 60606
Attention: Andrew Hess

**GROSVENOR INVESTMENT MANAGEMENT US
INC**
1600 Market Street, Suite 1310
Philadelphia, PA 19103
Fax: 215/446.8101
Attn: Gary P Lyon

Ladies and Gentlemen:

Scvnexis, Inc., as successor in interest to Scvnexis Chemistry and Automation, Inc (“**Tenant**”) acknowledges that (a) Transwestern Research Tricenter North, L.P. (“**Landlord**”) has entered into an agreement with **GROSVENOR INVESTMENT MANAGEMENT US INC** (“**Purchaser**”) for the sale and purchase of the building commonly known as Research Tricenter [**North I, South I, II, III, IV, V, VI, VII, VIII and XIV**] Durham, North Carolina (the “**Building**”), (b) Landlord has requested Tenant to execute and deliver this Tenant Estoppel Certificate to Purchaser and present and future lenders providing financing with respect to the Building and related property (each, a “**Lender**”), and (c) Purchaser, Lender and their respective successors and assigns, will rely upon the certifications by Tenant in this Tenant Estoppel Certificate in connection with the purchase and financing of the Building.

Tenant hereby certifies as follows:

1. Tenant currently leases in the Building the premises (the “**Premises**”) commonly known as “Suite B & C, 3501 Tri-Center Boulevard, Durham, NC” pursuant to the terms and conditions of the Lease, dated December 15, 1999, between Landlord and Tenant, [**as amended by 1st Amendment dated January 23, 2001, as amended by 2nd Amendment dated September 5, 2001 as amended by Third Amendment dated February 21, 2005**] (the “**Lease**”). A true, correct and complete copy of the Lease is attached hereto as **Exhibit A**. Except for the Lease, there are no agreements (written or oral) or documents that are binding on Landlord in connection with the lease of the Premises. The Lease is valid, binding and in full force and effect, and has not been modified or amended in any manner whatsoever except as shown on **Exhibit A**.
2. The term of the Lease commenced on August 11, 2000 and including any presently exercised option or renewal term, ends on March 31, 2008 for Suite C, The term of the Lease commenced on October 1, 2005 and including any presently exercised option or renewal term, ends on July, 31, 2011 for Suite B subject to any rights of Tenant to extend the term expressly set forth in the Lease. Tenant has no rights to extend the term of the Lease except to the extent expressly set forth in the Lease.
3. Landlord has delivered possession of the Premises to Tenant, and Tenant has accepted possession of, and currently occupies, the Premises.

4. The current monthly base rent payable under the Lease for Suite C is \$45,887.35 and the current monthly payment payable under the Lease on account of taxes and operating expenses payable under the Lease is \$7,791.31. Tenant's percentage share of operating expenses and real estate taxes is 39.80%. The current monthly base rent payable under the Lease for Suite B is \$17,756.11 and the current monthly payment payable under the Lease on account of taxes and operating expenses payable under the Lease is \$3,298.87. Tenant's percentage share of operating expenses and real estate taxes is 16.85%. Rent and all other charges payable under the Lease on or before the date hereof have been paid. No amounts of monthly base rent payable under the Lease have been prepaid except through the end of the current calendar month, and no other charges payable under the Lease have been prepaid for any period, other than estimated payments of operating expenses and taxes. There are no applicable abatements on rent or other charges now or hereafter existing under the lease.

5. All reconciliations of actual taxes and operating expenses for calendar year 2006 and all previous calendar years with payments made by Tenant therefor have been made and a report thereof delivered to Tenant.

6. Tenant has no options, rights of offer, rights of refusal or other rights to purchase all or any portion of the Building. Tenant has no options, rights of offer, rights of refusal or other rights to expand the Premises or lease any other premises in the Building, except to the extent expressly set forth in the Lease.

7. All obligations, if any, of Landlord under the terms of the Lease with respect to improvements or repairs to the Premises have been fully performed, with the exception of winter damage from changing issues under the slab (foundation), roof installation issues (leakage), and under damage to loading dock walls from the inadequate roof installation, and all allowances, reimbursements or other obligations of Landlord for the payment of monies to or for the benefit of Tenant have been fully paid, all in accordance with the terms of the Lease.

8. To Tenant's knowledge, neither Landlord nor Tenant is in default in the performance of any covenant, agreement or condition contained in the Lease, and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, would constitute a default by any party under the Lease.

9. Tenant is not the subject of any bankruptcy, insolvency or similar proceeding in any federal, state or other court or jurisdiction.

10. Tenant is in possession of the Premises and has not subleased any portion of the Premises or assigned or otherwise transferred any of its rights under the Lease.

11. Tenant has deposited Forty Eight Thousand Eighty One Dollars and 57/100 cents (\$48,081.57) with Landlord as a security deposit under the Lease. Tenant has provided no other security to Landlord with respect to the Lease.

12. Upon notice to Tenant that Purchaser has become the owner of Landlord's interest in the Premises under the Lease, Tenant will recognize Purchaser as the landlord under the Lease and will pay rent and other amounts due thereunder to Purchaser.

13. The individual executing this Tenant Estoppel Certificate has the authority to do so on behalf of Tenant and to bind Tenant to the terms hereof.

[Tenant Name]

/s/ Chuck Osborne, Jr.

By: Chuck Osborne, Jr.

Its: Chief Financial Officer

EXHIBIT E

ADDITIONAL PROVISIONS

I. Parking.

A. During the Lease Term, Tenant shall have the right to use, in common with other tenants of the Project, up to one hundred fifty-four (154) surface parking spaces in the parking area for the Building. Of said one hundred fifty-four (154) parking spaces, ten (10) of such parking spaces shall be located in the truck courtyard area behind the Premises and two (2) of such parking spaces shall be designated as "Emergency Vehicles Only" in front of the Premises; provided however, Landlord shall have no responsibility for enforcing such use of such parking spaces or liability for any violations thereof. If in the reasonable opinion of Landlord, Tenant and/or its employees, agents, visitors or customers are using more parking spaces than Tenant is entitled to use, Tenant shall immediately upon written notice from Landlord cause its employees, agents, visitors or customers to use only the number of parking spaces allocated to Tenant, and in the event Tenant or its employees, agents, visitors or customers continue to use more parking spaces than Tenant is entitled to use after Tenant's receipt of such written notice, an Event of Default shall be deemed to have occurred under the Lease. Tenant agrees to cooperate with Landlord in Landlord's management of the surface parking at the Project, including without limitation, providing the license plate numbers of Tenant's employees parking on the Project and/or the use of parking stickers.

B. Landlord shall not be responsible for any loss, theft or damage to any articles left in any vehicle while in or being driven to or from the parking area however caused unless due to gross negligence or willful misconduct of Landlord, its agents, servants or employees.

C. Landlord may designate the area in the parking area within which each vehicle may be parked and may make, modify and enforce reasonable rules and regulations relating to the parking of vehicles in the parking area, and Tenant agrees to abide by such rules and regulations. Overnight parking shall be restricted to Tenant's business vehicles parked in Tenant's designated loading spaces in the truck court or loading area, unless otherwise approved by Landlord in its reasonable discretion. To the extent permitted by applicable law, vehicles parking in violation of this Exhibit or the rules and regulations applicable to parking may be towed at the vehicle owner's sole cost and expense.

II. Renewal Option.

(a) Tenant shall have the right to extend the Lease Term (the "**Renewal Option**") for two additional periods of five (5) years each (each, a "**Renewal Term**") commencing on the day following the Expiration Date of the initial Lease Term or the expiration of the first Renewal Term, as applicable, provided that each of the following occurs:

- (i) Landlord receives notice of exercise of the Renewal Option ("**Initial Renewal Notice**") not less than nine (9) full calendar months prior to the expiration of the initial Lease Term or first Renewal Term, as applicable, and not more than fifteen

(15) full calendar months prior to the expiration of the initial Lease Term or first Renewal Term, as applicable; and

- (ii) Tenant is not in default under the Lease beyond any applicable notice and cure periods at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Renewal Notice (hereinafter defined), if applicable; and
- (iii) No part of the Premises is sublet at the time that Tenant delivers its Initial Renewal Notice or at the time Tenant delivers its Binding Renewal Notice, if applicable; and
- (iv) The Lease has not been assigned prior to the date that Tenant delivers its Initial Renewal Notice or prior to the date Tenant delivers its Initial Renewal Notice or Binding Renewal Notice, if applicable.

(b) The initial Base Rent rate per rentable square foot for the Premises during the first Renewal Term shall equal the Prevailing Market (hereinafter defined) rate per square foot for the Premises; provided that in no event shall the initial annual Base Rent during the first Renewal Term be less than \$12.00 per square foot of the Premises or more than \$14.50 per square foot of the Premises. The Base Rent rate payable by Tenant to Landlord during the second Renewal Term, if any, shall be the Base Rent rate applicable to the last year of the first Renewal Term, increased by three percent (3%), with three percent (3%) annual escalations of such augmented Base Rent to take effect on each twelve (12) months anniversary of the second Renewal Term.

(c) Tenant shall pay Additional Rent for the Premises during the applicable Renewal Term in accordance with **Exhibit C** to this Lease.

(d) Within thirty (30) days after receipt of Tenant's Initial Renewal Notice for the first Renewal Term, Landlord shall advise Tenant of the applicable Base Rent rate for the Premises for the first Renewal Term. Tenant, within fifteen (15) days after the date on which Landlord advises Tenant of the applicable Base Rent rate for the first Renewal Term, shall either (i) give Landlord final binding written notice ("**Binding Renewal Notice**") of Tenant's Exercise of its option, or (ii) if Tenant disagrees with Landlord's determination, provide Landlord with written notice of rejection (the "**Rejection Notice**"). If Tenant fails to provide Landlord with either a Binding Renewal Notice or Rejection Notice within such fifteen (15) day period, Tenant's Renewal Option shall be null and void and of no further force and effect. If Tenant provides Landlord with a Binding Renewal Notice, Landlord and Tenant shall enter into the Renewal Amendment (hereinafter defined) upon the terms and conditions set forth herein. If Tenant provides Landlord with a Rejection Notice, Landlord and Tenant shall work together to agree upon the Prevailing Market rate for the Premises during the first Renewal Term. Upon agreement Tenant shall provide Landlord with Binding Renewal Notice and Landlord and Tenant shall enter into the Renewal Amendment in accordance with the terms and conditions hereof. Notwithstanding the foregoing, if Landlord and Tenant are unable to agree upon the Prevailing Market rate for the Premises within thirty (30) days after the date Tenant provides Landlord with the Rejection Notice, Tenant, by written notice to Landlord (the "**Arbitration**")

Notice”) within ten (10) days after the expiration of such thirty (30) day period, shall have the right to have the Prevailing Market rate for the first Renewal Term determined in accordance with the arbitration procedures described in paragraph (f) below. If Landlord and Tenant are unable to agree upon the Prevailing Market rate for the Premises within the thirty (30) day period described and Tenant fails to timely exercise its right to arbitrate, Tenant’s Renewal Option shall be deemed to be null and void and of no further force and effect.

(e) If Tenant timely provides Landlord with an Initial Renewal Notice with respect to the second Renewal Term, such notice shall be binding on Landlord and Tenant and the parties effect. If Tenant provides Landlord with a Binding Renewal Notice, Landlord and Tenant shall enter into the Renewal Amendment (hereinafter defined) upon the terms and conditions set forth herein.

(f) If Tenant provides Landlord with an Arbitration Notice, Landlord and Tenant, within ten (10) days after the date of the Arbitration Notice, shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Prevailing Market rate for the Premises during the Renewal Term (collectively referred to as the “**Estimates**”) and shall each select an appraiser or broker (hereinafter, an “**appraiser**”) to determine which of the two Estimates most closely reflects the Prevailing Market rate for the Premises during the first Renewal Term. Each appraiser so selected shall be either (i) a member of the American Institute of Real Estate Appraisers or (ii) a licensed North Carolina commercial real estate broker, and (iii) have not less than ten (10) years’ experience in the field of commercial real estate appraisal and/or brokerage for buildings similar to the Building. Upon selection, Landlord’s and Tenant’s appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the Prevailing Market rate for the Premises. The Estimate chosen by such appraisers shall be binding on both Landlord and Tenant as the Base Rent rate for the Premises during the first Renewal Term. If either Landlord or Tenant fails to appoint an appraiser within the ten (10) day period referred to above, the appraiser appointed by the other party shall be the sole appraiser for the purposes hereof. If the two appraisers cannot agree upon which of the two Estimates most closely reflects the Prevailing Market rate within thirty (30) days after their appointment, then, within ten (10) days after the expiration of such thirty (30) day period, the two appraisers shall select a third appraiser meeting the aforementioned criteria. Once the third appraiser (i.e. arbitrator) has been selected as provided for above, then, as soon thereafter as practicable but in any case within fourteen (14) days, the arbitrator shall make his determination of which of the two Estimates most closely reflects the Prevailing Market rate and such Estimate shall be binding on both Landlord and Tenant as the Base Rent rate for the Premises. The parties shall share equally in the costs of the arbitrator. Any fees of any appraiser, counsel or experts engaged directly by Landlord or Tenant shall be borne by the party retaining such appraiser, counsel or expert.

(g) If the Prevailing Market rate has not been determined by the commencement date of the first Renewal Term, Tenant shall pay Base Rent upon the terms and conditions in effect during the last month of the immediately preceding Lease Term for the Premises until such time as the Prevailing Market rate has been determined. Upon such determination, the Base Rent for the Premises shall be retroactively adjusted to the commencement of the applicable Renewal Term. If such adjustment results in an underpayment of Base Rent by Tenant, Tenant shall pay

Landlord the amount of such underpayment within thirty (30) days after the determination thereof. If such adjustment results in an overpayment of Base Rent by Tenant, Landlord shall credit such overpayment against the next installment of Base Rent due under this Lease and, to the extent necessary, any subsequent installments, until the entire amount of such overpayment has been credited against Base Rent.

(h) If Tenant is entitled to and properly exercises its Renewal Option, Landlord and Tenant shall execute an amendment (the **"Renewal Amendment"**) to reflect changes in the Base Rent, Lease Term, Expiration Date and other appropriate terms; provided that an otherwise valid exercise of the Renewal Option shall be fully effective whether or not the Renewal Amendment is executed.

(i) For purpose hereof, **"Prevailing Market"** rate shall mean the arms length fair market annual rental rate per rentable square foot under renewal leases and amendments entered into on or about the date on which the Prevailing Market rate is being determined hereunder for space comparable to the Premises in the Building and buildings comparable to the Building in the RTP/140 corridor submarket of Raleigh/Durham. The determination of Prevailing Market rate shall take into account any material economic differences between the terms of this Lease and any comparison lease, such as rent abatements, construction costs and other concessions and the manner, if any, in which the Landlord under any such lease is reimbursed for operating expenses and taxes. Tenant shall be entitled to receive such allowances and concessions as are determined in connection with the determination of the Prevailing Market rate. The determination of Prevailing Market rate shall also take into consideration any reasonably anticipated changes in the Prevailing Market rate from the time such Prevailing Market rate is being determined and the time such Prevailing Market rate will become effective under this Lease.

III. Right of First Offer.

(a) **"Offered Space"** shall mean any demised portion of the Building which does not constitute the Premises.

(b) Subject to any pre-existing rights of existing Tenants within the Building, provided that as of the date of the giving of Landlord's Notice, (x) Tenant or Tenant affiliate is the Tenant originally named herein, (y) Tenant or Tenant affiliate actually occupies all of the Premises originally demised under this Lease and any premises added to the Premises, and (z) no Event of Default or event which but for the passage of time in the giving of notice, or both, would constitute an Event of Default has occurred and is continuing, if at any time during the Lease Term any lease for any portion of the Offered Space shall expire, then Landlord, upon offering such Offered Space to anyone via a bona fide written proposal and/or letter of intent, other than the Tenant then occupying such space (or as Tenant affiliates), shall offer to Tenant the right to include the Offered Space within the Premises at the same rental rate and Lease term as set forth in said proposal or letter of intent.

(c) Such offer shall be made by Landlord to Tenant in a written notice (hereinafter called the “**First Offer Notice**”) which offer shall designate the space being offered and shall specify the rental rate and lease term which Landlord intends to offer with respect to any such Offered Space. Tenant may accept the offer set forth in the First Offer Notice by delivering to Landlord an unconditional acceptance (hereinafter called “**Tenant’s Notice**”) of such offer within ten (10) Business Days after delivery by Landlord of the First Offer Notice to Tenant. Time shall be of the essence with respect to the giving of Tenant’s Notice. If Tenant does not accept (or fails to timely accept) an offer made by Landlord pursuant to the provisions of this Section III with respect to the Offered Space designated in the First Offer Notice, Landlord shall be under no further obligation with respect to such space by reason of this Section III of **Exhibit E**, unless a Lease is not executed thereafter by the prospective tenant, in which case Tenant’s rights under this Section III of **Exhibit E** shall continue as provided in Section (e) below.

(d) Tenant must accept all Offered Space offered by Landlord at any one time if it desires to accept any of such Offered Space and may not exercise its right with respect to only part of such space. In addition, if Landlord desires to lease more than just the Offered Space to one tenant, Landlord may offer to Tenant pursuant to the terms hereof all such space which Landlord desires to lease, and Tenant must exercise its rights hereunder with respect to all such space and may not insist on receiving an offer for just the Offered Space.

(e) While Tenant’s rights hereunder are recurring, if Tenant, on at least two occasions in any consecutive twelve month period beginning on the Commencement Date of this Lease, declines any Offered Space offered by Landlord, Tenant shall be deemed to have irrevocably waived all further rights to said Offered Space under this Section III for such twelve month period, and Landlord, during such period, shall be free to lease the Offered Space to third parties until the subsequent annual anniversary of the Commencement Date.

(f) Notwithstanding the aforesaid, Landlord hereby agrees to implement the terms of and Landlord’s obligations under this Right of First Offer upon the mutual execution by Landlord and Tenant of this Lease.

[END OF EXHIBIT E]

EXHIBIT F

USE OF PERMITTED HAZARDOUS MATERIALS

1. Permitted Hazardous Materials and Use.

Tenant has requested Landlord's consent to use Hazardous Substances listed below in its business at the Premises (the "**Permitted Hazardous Materials**"). Subject to the conditions set forth herein, Landlord hereby consents to the use of the Permitted Hazardous Materials. Landlord does not consent to the use of any Hazardous Substances not listed below and which are not identified to Landlord in writing and approved by Landlord prior to being placed at the Premises; provided that Tenant shall have the right to use such additional Hazardous Substances in the ordinary course of Tenant's business (subject to compliance with all of the terms and conditions regarding use, storage, transportation, disposal, etc. set forth herein) that are not identified in the listing attached hereto so long as Tenant delivers within 30 days after the end of each calendar quarter during the Lease Term an updated listing of all Hazardous Substances used by Tenant in the Premises. Any Permitted Hazardous Materials on the Premises will be generated, used, received, maintained, treated, stored, or disposed in a manner consistent with good engineering practice and in compliance with all Environmental Laws.

Permitted Hazardous Materials (including maximum quantities):

See attached listing

In addition to the foregoing, in a portion of the Premises, Tenant desires to obtain and analyze samples from Tenant's clients that contain small amounts of radioactive material. The samples will come from clinical trial volunteers that have ingested an investigational drug substance as part of a human drug study. Tenant will analyze urine samples (possibly blood samples as well) of the persons participating in the clinical trial after such person has taken the drug material. The radioisotope that Tenant will be detecting is Carbon 14 (C-14), which is a weak alpha emitter. Tenant represents that to Tenant's knowledge based on industry information the radioactivity of C-14 is not able to penetrate skin or paper and represents a health hazard only if ingested in large quantities. Tenant represents that the radioactive materials are regulated by the NCR (Nuclear Regulatory Commission) and DENR (Department of Environment and Natural Resources) and that Tenant agrees to provide notice to each of the foregoing agencies and well as any other agency required by applicable law to be notified of Tenant's intended use of the materials and provide Landlord with a copy of any permits or authorizations received by Tenant from such agencies with respect to the use of C-14 in the Premises. Further, Tenant shall comply with all applicable laws in connection with the use, handling, storage, and disposition of such radioactive material, including without limitation, maintenance of all applicable licenses, including licenses required from the NCR and DENR. All radioactive material will be analyzed and disposed of as waste at the end of the each drug analysis campaign (which is approximately

6 months). Therefore, Tenant will not have any long term storage of the radioactive material. Based on the representations of Tenant set forth in this paragraph, Landlord hereby approves Tenant's handling, use, storage and disposition of C-14 in the Premises in the following quantities, subject to compliance with the terms and conditions of Section 30 of the Lease and the provisions of this **Exhibit F**. For purposes of the Lease, C-14 shall be deemed to be a Permitted Hazardous Substance. Tenant shall not permit more than 1000 uCi (micro Curries) in the Premises at any one time.

2. No Current Investigation. Tenant represents and warrants that it is not currently subject to an inquiry, regulatory investigation, enforcement order, or any other proceeding regarding Tenant's generation, use, treatment, storage, or disposal of an Hazardous Substances.

3. Transport of Permitted Hazardous Materials. Tenant shall cause all Permitted Hazardous Materials removed from the Premises and the Project to be removed and transported solely by duly permitted and licensed transporters or haulers to duly permitted and licensed facilities for final disposal. All transporters and haulers shall name Landlord as an additional insured on such party's pollution liability insurance.

4. Notice and Reporting. Tenant immediately shall notify Landlord in writing of any spill, release, discharge, or disposal of any Hazardous Substances in, on or under the Premises or the Project. All reporting obligations imposed by Environmental Laws are strictly the responsibility of Tenant. As defined in Environmental Laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Permitted Hazardous Materials and Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors, or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. Tenant shall supply to Landlord within 5 Business Days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to Tenant's use of the Premises.

5. Remediation and Indemnification. If the release of any Hazardous Substances on the Premises or the Project caused or permitted by Tenant, its agents, employees, contractors or invitees, with or without Landlord's consent, results in any contamination, damage or injury to the Premises or the Project, the environment or human health, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises and the Project to the condition existing prior to the release of any such Hazardous Substances to the Premises or the Project and as may be required by Environmental Laws, provided that Landlord's written approval shall first be obtained in cases where the Premises or the Project are to be physically altered. Actual or threatened action or litigation by any governmental authority is not a condition prerequisite to Tenant's obligations under this paragraph. Within 10 days after notification from Landlord supported by reasonable documentation setting forth the breach of Tenant's obligations under this paragraph, Tenant, at no cost or expense to Landlord, shall immediately and diligently commence to cure such breach in compliance with all Environmental Laws.

Tenant's indemnity obligation under Section 30 of the Lease shall include indemnification for the liabilities, expenses and other damages described therein as a result of the use of the Hazardous Substances or the breach of Tenant's obligations or representations set

forth above. It is the intent of this provision that Tenant be strictly liable to Landlord as a result of the use of Hazardous Substances without regard to the fault or negligence of Tenant, Landlord or any third party; provided that Tenant's indemnity shall not apply to any liabilities, expenses or other damages resulting from the gross negligence of Landlord.

6. Disposal Upon Lease Termination. At the expiration or earlier termination of the Lease, Tenant, at its sole cost and expense, shall: (i) remove and dispose off-site any drums, containers, receptacles, structures, or tanks storing or containing Hazardous Substances (or which have stored or contained Hazardous Substances) and the contents thereof; (ii) remove, empty, and purge all underground and above ground storage tank systems, including connected piping, of all vapors, liquids, sludges and residues; and (iii) restore the Premises to its original condition. Such activities shall be performed in compliance with all Environmental Laws and to the satisfaction of Landlord. Landlord's satisfaction with such activities or the condition of the Premises does not waive, or release Tenant from, any obligations hereunder.

1913-12-8	BOC-ASP(OBUT)-OH DCHA	5.00 G
1985-12-2	4-BROMOPHENYL ISOTHIOCYANATE	25.00 G
1985-12-2	4-BROMOPHENYL ISOTHIOCYANATE 97% BRN: 878549; CORROSIVE; LACHRYMATOR;	25.00 g
1993-03-9	2-FLUOROPHENYLBORONIC ACID	1.00 G
1993-03-9	2-FLUOROPHENYLBORONIC ACID MAY CONTAIN UP TO 20% ANHYDRIDE; USED FOR	1.00 g
2003-10-3	2-BROMO-1-[3-(TRIFLUOROMETHYL)PHENYL]-1-ETHANONE	1.00 G
2038-03-1	4-(2-AMINOETHYL)MORPHOLINE	100.00 G
2040-07-5	2',4',6-TRIMETHYLACETOPHENONE	10.00
2052-01-9	2-BROMOISOBUTYRIC ACID	100.00 G
2052-01-9	2-BROMO-2-METHYLPROPIONIC ACID	100.00 G
2106-02-7	2-CHLORO-4-FLUOROANILINE	5.00 G
2109-04-9	2-CHLORO-3-FLUOROANILINE	1.00
2114-02-5	2-IMINO-4-THIOBIURET 99% IRRITANT; RTECS: YR8250000	25.00 g
2117-11-5	4-PENTYN-2-OL	5.00 G
2127-03-9	ALDRITHIOL(TM)-2	25.00 G
2127-10-8	2,2'-DITHIOBIS(5-NITROPYRIDINE)	10.00 G
2156-04-9	4-VINYLPHENYLBORONIC ACID	1.00 G
2232-08-8	1-(P-TOLUENESULFONYL)1 MIDAZOLE	5.00 G
2283-11-6	HEXAETHYLPHOSPHOROUS TRIAMIDE 97% BRN 636187; EINECS 218-920-8; IRRITA	5.00 g
2285-12-3	ALPHA,ALPHA,ALPHA-TRIFLUORO-O-TOLYL ISOCYANATE 97% LACHRYMATOR; MOISTU	5.00 g
2328-12-3	6,7-DIMETHOXY-12,3,4-TETRAHYDROISOQUINOLINE HYDROCHLORIDE	5.00 G
2388-10-5	LITHIUM ISOPROPDXIDE	1.00 G
2434-03-9	4,5-DIBROMO-2-FUROIC ACID	25.00
2439-04-5	5-HYDROXYISOQUINOLINE 90% IRRITANT; TECH	5.00 g
2459-09-8	METHYL ISONICOTINATE 98% IRRITANT	100.00 g
2493-02-9	4-BROMOPHENYL ISOCYANATE	10.00 G
2622-05-1	ALLYLMAGNESIUM CHLORIDE	100.00 ML
2622-08-4	TRIS(2-TOLYL)PHOSPHITE C 71.8%; H 6.1%; LIQUID	25.00 g
2632-10-2	3,4-DICHLOROPHENACYL BROMIDE 98% KEEP COLD; PLEASE ASK FOR BULK PRICES	25.00 g
2735-04-8	2,4-DIMETHOXYANILINE	5.00 G
2744-08-3	CIS-DECAHYDROISOQUINOLINE EXTRA PURE	5.00 ml
2744-09-4	TRANS-DECAHYDROISOQUINOLINE EXTRA PURE	5.00 ml
2749-07-7	ALPHA-METHYL-DL-METHIONINE	5.00 G
2906-12-9	3-ISOPROPDXYPROPYLAMINE >99% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; CO	25.00 ml
2906-12-9	3-ISOPROPDXYPROPYLAMINE EEC NO: 220-816-2	250.00 ml
2942-06-5	8-NITROBENZOTHAZOLE	5.00 G
2964-09-2	BENZOYLCHOLINE CHLORIDE 99% BRN 3919727; EINECS 221-000-9; KEEP COLD /	25.00 g
3010-04-6	(BUTYLAMINO)ACETONITRILE 97% IRRITANT	25.00 g
3048-01-9	2-(TRIFLUOROMETHYL)BENZYLAMINE	10.00 G
3054-01-1	H-CYS(BZL)-OH	100.00 G
3218-02-8	CYCLOHEXANEMETHYLAMINE	5.00 G
3218-02-8	(AMINOMETHYL)CYCLOHEXANE	25.00 ML
3218-02-8	CYCLOHEXANEMETHYLAMINE 98% BRN 635751; EINECS 221-741-8; FLAMMABLE / C	25.00 9
3218-02-8	CYCLOHEXANEMETHYLAMINE 98% IRRITANT	5.00 g
3228-02-2	3-METHYL-4-ISOPROPYLPHENOL	25.00 G
3228-03-3	5-ISOPROPYL-3-METHYLPHENOL 98% IRRITANT	100.00 g
3288-04-8	2-METHOXYPHENYL ISOTHIOCYANATE 98% BRN 638293; CORROSIVE / HARMFUL / L	25.00 g
3325-11-9	5-AMINOBENZOTRIAZOLE	1.00 G
3391-10-4	1-(4-CHLOROPHENYL)ETHANOL 98% IRRITANT	25.00 g
3392-07-2	BOC-GLY-OSU	5.00 G
3445-11-2	1-(2-HYDROXYETHYL)-2-PYRROLIDINONE	5.00 ML
3586-12-7	3-PHENOXYANILINE	5.00 G
3586-12-7	3-PHENOXYANILINE 98% IRRITANT	25.00 g
3637-01-2	3',4'-DIMETHYLACETOPHENONE	25.00 G
3637-01-2	3',4'-DIMETHYLACETOPHENONE 98%	100.00 g
3660-09-1	1,4-DIAMINO-2-BUTANONE DIHYDROCHLORIDE 99% IRRITANT	1.00 g
3737-09-5	DISOPYRAMIDE	5.00 G
3939-09-1	2,4-DIFLUOROBENZONITRILE 97% IRRITANT	5.00 g
3973-08-8	THIAZOLE-4-CARBOXYLIC ACID	1.00 G
4023-02-3	1 H-PYRAZOLE-1-CARBOXAMIDINE HYDROCHLORIDE	10.00 G
4112-03-2	METHYLSULFAMIC ACID	5.00 G
4152-09-4	N-BENZYLETHYLENEDIAMINE 97% CORROSIVE	5.00 ml
4393-09-3	2,3-DIMETHOXYBENZYLAMINE 99% IRRITANT	5.00 g
4421-08-3	4-HYDROXY-3-METHOXYBENZONITRILE	25.00 G
4426-11-3	CYCLOBUTANECARBONITRILE	5.00 G
4518-10-9	3-AMINOBENZOIC ACID METHYL ESTER	5.00 G
4518-10-9	METHYL 3-AMINOBENZOATE	5.00 G
4553-07-5	ETHYL PHENYLCYANOACETATE	25.00 G
4572-03-6	1-(3-AMINOPROPYL)-4-METHYLPIPEFLAZINE	5.00 G

4572-03-6	1-(3-AMINOPROPYL)-4-METHYLPIPERAZINE 98% BRN 105964; CORROSIVE /AIRS	5.00 g
4664-01-1	3,4-PYRIDINEDICARBOXIMI DE	5.00 G
4664-08-8	3,4-PYRIDINEDICARBOXYLIC ANHYDRIDE	5.00 G
4684-12-2	1-AMINO-4-CHLORONAPHTHALENE 98% IRRITANT	5.00 g
4752-10-7	1,4-DICHLOROPHTHALAZINE	1.00 G
4857-04-9	2-(CHLOROMETHYL)BENZIMIDAZOLE 96% IRRITANT	5.00 g
4857-06-1	2-CHLOROBENZIMIDAZOLE 98% MOISTURE-SENSITIVE	25.00 g
4885-02-3	ALPHA,ALPHA-DICHLOROMETHYL METHYL ETHER	25.00 G
4885-02-3	ALPHA,ALPHA-DICHLOROMETHYL METHYL ETHER 98% AVAILABILITY MAY BE AFFECT	25.00 g
4892-02-8	METHYL THIOSALICYLATE 97% IRRITANT	25.00 g
5004-07-9	4-(1-PYRROL IDINYL)PI PERIDINE	1.00 G
5098-11-3	4(5)-AMINO-1H-IMIDAZOLE-5(4)-CARBONITRILE	10.00 G
5118-06-9	METHYL 3- HYDROXYTHIOPHE NE-2-CARBOXYLATE	1.00 G
5188-07-8	SODIUM THIOMETHOXIDE	5.00 G
5188-07-8	METHYL MERCAPTAN SODIUM SALT	25.00 G
5192-04-1	7-AMINOINDOLE	100.00 MG
5193-03-3	2-CHLORO-6-HYDRAZINOPYRIDINE	10.00 G
5332-06-9	4-BROMOBUTYRONITRILE 97% IRRITANT	5.00 g
5407-04-5	3-(DIMETHYLAMINO)PROPYL CHLORIDE HYDROCHLORIDE	100.00 G
5407-04-5	3-(DIMETHYLAMINO)PROPYL CHLORIDE HYDROCHLORIDE 96% HYGROSCOPIC; IRRITA	25.00 g
5413-05-8	ETHYL 2-PHENYLACETOACETATE	5.00 G
5433-01-2	1-BROMO-3-ISOPROPYLBENZENE	5.00
5464-11-9	2-METHYLTHIO-2-IMIDAZOLINE HYDRIODIDE	25.00 G
5470-11-1	HYDROXYLAMINE HYDROCHLORIDE	0.00
5470-11-1	HYDROXYLAMINE HYDROCHLORIDE 99% ACS REAGENT; ASSAY: =>96.0%; CLARITY (100.00 g
5470-11-1	HYDROXYLAMINE HYDROCHLORIDE 99%	100.00 g
5551-11-1	4-CHLORO-2-NITROBENZALDEHYDE >95% ASSAY METHOD: BY TITRIMETRIC ANALYSI	5.00 g
5623-04-1	O-AMINOBENZOHYDROXAMIC ACID	1.00 G
5674-02-2	ISOBUTYLMAGNESIUM CHLORIDE	100.00 ML
5720-05-8	TOLUENE-4-BORONIC ACID	5.00 G
5720-05-8	4-TOLYBORONIC ACID	25.00 G
5720-05-8	P-TOLYLBORONIC ACID	10.00 G
5720-05-8	P-TOLYLBORONIC ACID RTECS NO: XS7400000	10.00 g
5814-05-1	2-CHLOROBENZOIC HYDRAZIDE	5.00 G
5814-06-2	2,4-DICHLOROBENZHYDRAZIDE	5.00 G
5815-08-7	TERT-BUTOXYBIS(DIMETHYLAMINO)METHANE	10.00 G
5872-08-2	10-CAMPORSULFONIC ACID	5.00 G
5872-08-2	(+/-)-CAMPHOR-10-SULFONIC ACID (BETA)	100.00 G
5872-08-2	10-CAMPORSULFONIC ACID 98% BRN: 3205973; CORROSIVE; EC NUMBER: 227527	100.00 g
5872-08-2	DL-10-CAMPORSULFONIC ACID 98%	5.00 g
5872-08-2	10-CAMPORSULFONIC ACID 98% CORROSIVE	100.00 g
6011-10-5	2-AMINO-4-ANILINO-1,3,5-TRIAZINE HYDROCHLORIDE	5.00 G
6094-02-6	2-METHYL-1-HEXENE	5.00 G
6230-11-1	O-METHYL-L-TYROSINE	1.00 G
6230-11-1	O-METHYL-L-TYROSINE 98% BRN: 2212726; EC NUMBER: 2283339; OPTICAL ROTA	250.00 mg
6232-11-7	METHYL 4-(AMINOMETHYL)BENZOATE HYDROCHLORIDE	5.00 G
6232-11-7	METHYL 4-(AMINOMETHYL)BENZOATE HYDROCHLORIDE 97%	5.00 g
6285-05-8	4'-CHLOROPROPIOPHENONE	25.00 G
6290-05-7	DIETHYL IMINODIACETATE	5.00 ML
6299-02-1	4-CHLORO-ALPHA-METHYLBENZYLAMINE 90%	5.00 g
6320-02-1	2-BROMOBENZENETHIOL 97% IRRITANT; STENCH	10.00 g
6320-03-2	2-CHLOROTHIOPHENOL	100.00 G
6351-10-6	1-INDANOL 98% BRN 2042960; EINECS 228-755-3; HARMFUL / IRRITANT; UN 28	10.00 g
6373-11-1	ACEANTHRENEQUINONE	1.00 G
6493-05-6	PENTOXIFYLLINE	10.00 G
6556-12-3	D-GLUCURONIC ACID	10.00 G
6556-12-3	D-GLUCURONIC ACID 98%	10.00 g
6575-09-3	2-CHLORO-6-METHYLBENZONITRILE	10.00 G
6628-04-2	4-AMINOQUINALDINE	25.00 G
6705-03-9	2-AMINO-5-METHOXYBENZOIC ACID	5.00 G
6872-06-6	2-METHYLINDOLINE	5.00 ML
7021-09-2	(+/-)-ALPHA-METHOXYPHENYLACETIC ACID	1.00 G
7035-02-1	2-METHOXYBENZYL CHLORIDE	5.00 ML
7035-02-1	2-METHOXYBENZYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 ml
7035-03-2	(2-METHOXYPHENYL)ACETONITRILE	50.00 G
7143-01-3	METHANESULFONIC ANHYDRIDE	25.00 G
7143-01-3	METHANESULFONIC ANHYDRIDE 97% CORROSIVE; MOISTURE-SENSITIVE	5.00 g

7149-10-2	VANILLYLAMINE HYDROCHLORIDE 98% AVAILABILITY: NORMALLY NOT A STOCK ITE	25.00 g
7440-09-7	POTASSIUM	50.00 G
7446-08-4	SELENIUM DIOXIDE	100.00

7446-08-4	SELENIUM(IV)OXIDE	100.00 G
7446-09-5	SULFUR DIOXIDE 99.9+“A AVAILABILITY MAY BE AFFECTED BY REGULATIONS; COR	908.00 g
7446-09-5	SULFUR DIOXIDE	454.00 G
7446-11-9	SULFUR TRIOXIDE	20.00 ML
7647-10-1	PALLADIUM(II) CHLORIDE	5.00 G
7647-10-1	PALLADIUM(II) CHLORIDE 99% CORROSIVE; EINECS 231-596-2; IN COMBINATION	5.00 g
7698-05-7	DEUTERIUM CHLORIDE	50.00 G
7705-07-9	TITANIUM(III) CHLORIDE	25.00
7705-07-9	TITANIUM (III) CHLORIDE	250.00 G
7719-09-7	THIONYL CHLORIDE	0.00
7719-09-7	THIONYL CHLORIDE =>99.0% EC NUMBER: 2317488; PURUM; RTECS: XM5150000	500.00 ml
7719-12-2	PHOSPHORUS TRICHLORIDE	50.00 G
7758-02-3	POTASSIUM BROMIDE	100.00 G
7758-11-4	POTASSIUM PHOSPHATE, DIBASIC	500.00 G
7783-03-1	TUNGSTIC ACID	100.00 G
7791-03-9	LITHIUM PERCHLORATE	100.00 G
7791-07-3	SODIUM PERCHLORATE MONOHYDRATE	100.00 G
7791-07-3	SODIUM PERCHLORATE, MONOHYDRATE	500.00 G
000050-00-0	FORMALDEHYDE	450.00 ML
000050-30-6	2,6-DICHLOROBENZOIC ACID	10.00 G
000051-35-4	4-HYDROXY-L-PROLINE	100.00 G
000051-35-4	TRANS-4-HYDROXY-L-PROLINE	25.00 G
000051-65-0	DL-4-FLUOROPHENYLALANINE 97%	5.00 g
000052-52-8	1-AMINO-1-CYCLOPENTANECARBOXYLIC ACID 97%	10.00 g
000052-66-4	DL-PENICILLAMINE 99+%	100.00 g
000052-89-1	L-CYSTEINE HYDROCHLORIDE 98% ANHYDROUS	100.00 g
000052-90-4	L-CYSTEINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000054-96-6	3,4-DIAMINOPYRIDINE	1.00 G
000055-10-7	4-HYDROXY-3-METHOXYMANDELIC ACID 98%	5.00 g
000056-23-5	CARBON TETRACHLORIDE	3.00 KG
000056-37-1	BENZYLTRIETHYLAMMONIUM CHLORIDE	100.00 G
000056-40-6	GLYCINE 99+%	50.00 g
000056-41-7	L-ALANINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000056-45-1	L-SERINE 98.5+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000056-84-8	L-(+)-ASPARTIC ACID 98+%	100.00 g
000056-85-9	L-GLUTAMINE 98.5-101% THIS AMINO ACID IS SUITABLE FOR USE IN TISSUE CU	100.00 g
000056-86-0	L-GLUTAMIC ACID 99%	100.00 g
000056-87-1	L-(+)-LYSINE 97+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000056-92-8	HISTAMINE DIHYDROCHLORIDE	25.00 G
000057-14-7	1,1-DIMETHYLHYDRAZINE	5.00 G
000057-41-0	5,5-DIPHENYLHYDANTOIN	500.00 G
000057-55-6	1,2-PROPANEDIOL	500.00 ML
000057-83-0	PROGESTERONE	25.00 G
000057-94-3	D-TUBOCURARINE CHLORIDE	500.00 MG
000059-48-3	OXINDOLE 97%	25.00 g
000059-51-8	DL-METHIONINE 99%	500.00 g
000059-92-7	L-DOPA	25.00 G
000060-23-1	CYSTEAMINE	1.00 G
000060-56-0	2-MERCAPTO-1-METHYLIMIDAZOLE 99+%	5.00 g
000061-12-1	DIBUCAINE HYDROCHLORIDE	25.00 G
000061-54-1	TRYPTAMINE 98%	10.00g
000061-68-7	MEFENAMIC ACID	10.00 G
000061-80-3	2-AMINO-5-CHLOROBENZOXAZOLE 97%	25.00 g
000061-90-5	L-LEUCINE 99% 97+% EE/GLC	500.00g
000062-23-7	4-NITROBENZOIC ACID	250.00 G
000062-53-3	ANILINE	100.00 G
000062-57-7	2-AMINOISOBUTYRIC ACID 99%	100.00 g
000083-91-2	L-PHENYLALANINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 9
000063-91-2	L-PHENYLALANINE	100.00 G
000063-99-0	M-TOLYLUREA	25.00 G
000064-67-5	DIETHYL SULFATE	1.00 L
000065-85-0	BENZOIC ACID	25.00 G
000067-21-0	DL-ETHIONINE 99%	5.00 g
000067-56-1	METHYL ALCOHOL 99.8% ANHYDROUS	1.00 I
000067-68-5	DIMETHYL SULFOXIDE	500.00 ML
000068-12-2	N,N-DIMETHYLFORMAMIDE	500.00 ML

000070-23-5	ETHYL BROMOPYRUVATE 90% TECH	5.00 G
000070-34-8	2,4-DINITROFLUOROBENZENE	25.00 G
000070-47-3	L-ASPARAGINE	500.00 G

000070-47-3	L-ASPARAGINE 99%	500.00 g
000070-53-1	DL-LYSINE MONOHYDROCHLORIDE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000070-70-2	4'-HYDROXYPROPIOPHENONE 98%	500.00 g
000070-78-0	3-IODO-L-TYROSINE >99% ASSAY METHOD: HPLC	5.00 g
000071-00-1	L-HISTIDINE 99+% FREE BASE	25.00 g
000071-30-7	CYTOSINE	5.00 G
000071-30-7	CYTOSINE 97%	1.00 g
000071-36-3	1-BUTANOL	1.00 L
000072-18-4	L-VALINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000072-19-5	L-(-)-THREONINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000073-22-3	L-(-)-TRYPTOPHAN 98.5+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000073-31-4	MELATONINE	1.00 0
000073-32-5	L-ISOLEUCINE 99% 99% EE/GLC	100.00 g
000074-88-4	IODOMETHANE	200.00 G
000074-88-4	METHYL IODIDE	1,000.00 G
000074-96-4	BROMOETHANE	500.00 G
000074-97-5	BROMOCHLOROMETHANE	5.00 ML
000075-04-7	ETHYLAMINE	100.00 ML
000075-05-8	ACETONITRILE	250.00 ML
000075-08-1	ETHANETHIOL	100.00 ML
000075-09-2	DICHLOROMETHANE >99.5% PURISSIMUM	1.001
000075-11-6	METHYLENE IODIDE	25.00 ML
000075-12-7	FORMAMIDE	250.00 ML
000075-15-0	CARBON DISULFIDE	473.00 ML
000075-44-5	PHOSGENE PURUM	100.00 ml
000075-45-6	CHLORODIFLUOROMETHANE	600.00 G
000075-69-4	FLUOROTRICHLOROMETHANE	25.00 G
000075-85-4	TERT-AMYL ALCOHOL	250.00 ML
000075-86-5	ACETONE CYANOHYDRIN	100.00 G
000075-98-9	TRIMETHYLACETIC ACID	5.00 ML
000076-29-9	(+)-3-BROMOCAMPHOR	25.00 G
000076-93-7	BENZILIC ACID 99+%	500.00 g
000077-24-7	DIETHYL ISOAMYLETHYLMALONATE TECH	5.00 g
000077-25-8	DIETHYL DIETHYLMALONATE 98%	100.00 g
000077-49-6	2-NITRO-2-METHYL-1,3-PROPANEDIOL	500.00 G
000077-79-2	BUTADIENE SULFONE	100.00 G
000077-84-9	2-ETHYL-2-METHYL-1,3-PROPANEDIOL	100.00 G
000077-92-9	CITRIC ACID	2.00 KG
000077-95-2	(1R,3R,4R,5R)-(-)-QUINIC ACID 98%	100.00 g
000078-26-2	2-METHYL-2-PROPYL-1,3-PROPANEDIOL	25.00 G
000078-39-7	TRIETHYL ORTHOACETATE 97%	2.00 I
000078-70-6	LINALOOL	100.00 ML
000078-80-8	2-METHYLBUT-1-EN-3-YNE	5.00 G
000078-84-2	ISOBUTYRALDEHYDE	100.00 ML
000078-94-4	METHYL VINYL KETONE	100.00 ML
000078-96-6	1-AMINO-2-PROPANOL	5.00 ML
000078-98-8	PYRUVIC ALDEHYDE	25.00 ML
000079-06-1	ACRYLAMIDE	500.00 G
000079-07-2	2-CHLOROACETAMIDE	5.00 G
000079-08-3	BROMOACETIC ACID	100.00 G
000079-14-1	GLYCOLIC ACID 99% DUPONT PRODUCT	100.00 g
000079-24-3	NITROETHANE >97% PURUM	1.00 I
000079-44-7	DIMETHYLCARBAMYL CHLORIDE	100.00 G
000079-46-9	2-NITROPROPANE	250.00 ML
000079-52-7	1,1,3-TRICHLOROTRIFLUOROACETONE	10.00 G
000080-32-0	SULFACHLOROPYRIDAZINE	250.00 g
000080-68-2	DL-THREONINE 99%	100.00 g
000081-14-1	4-TERT-BUTYL-2,6-DIMETHYL-3,5-DINITROACETOPHENONE 98%	50.00 g
000081-50-5	1-AMINO-4-BROMO-2-METHYLANTHRAQUINONE	5.00 G
000081-81-2	WARFARIN	1.00 G
000082-86-0	ACENAPHTHENEQUINONE TECH	100.00 g
000083-13-6	DIETHYL PHENYLMALONATE 98%	500.00 g
000083-27-2	DIETHYL SEC-BUTYLMALONATE 96%	25.00 g
000084-58-2	2,3-DICHLORO-5,6-DICYANO-1,4-BENZOQUINONE	10.00 G
000085-18-7	8-CHLOROTHEOPHYLLINE 98%	100.00 g
000085-29-0	2,4'-DICHLOROBENZOPHENONE	5.00 G
	PHTHALIC ANHYDRIDE	

000085-44-9	2-BENZOYLBENZOIC ACID	25.00 G
000085-54-1	2-(4-CHLORO-3-NITROBENZOYL)BENZOIC ACID	1.00 G
000085-55-2	2-(P-TOLUOYL)BENZOIC ACID	500.00 G

000085-56-3	2-(4-CHLOROBENZOYL)BENZOIC ACID	50.00 G
000085-57-4	2-(P-HYDROXYBENZOYL)BENZOIC ACID	100.00 G
000085-58-5	BENZOPHENONE-2,4'DICARBOXYLIC ACID	25.00 G
000085-81-4	6-METHOXY-8-NITROQUINOLINE 99%	1.00 g
000086-48-6	1-HYDROXY-2-NAPHTHOIC ACID	5.00 G
000086-90-8	4-BROMOPHTHALIC ANHYDRIDE	25.00 G
000086-98-6	4,7-DICHLOROQUINOLINE	25.00 G
000086-99-7	7-CHLORO-4-HYDROXYQUINOLINE 99%	25.00 g
000087-20-7	SALICYLIC ACID ISOAMYL ESTER CONTAINS 2-METHYLBUTYL SALICYLATE	25.00 ml
000087-69-4	L-TARTARIC ACID 99.5% ACS REAGENT	500.00 g
000088-05-1	2,4,6-TRIMETHYLANILINE	100.00 G
000088-21-1	ANILINE-2-SULFONIC ACID 95%	25.00 g
000088-23-3	2-AMINO-4-CHLOROPHENOL-6-SULFONIC ACID	25.00 G
000088-60-8	2-TERT-BUTYL-5-METHYLPHENOL 95%	250.00 ml
000088-65-3	2-BROMOBENZOIC ACID	25.00 G
000088-74-4	2-NITROANILINE	250.00 G
000089-55-4	5-BROMOSALICYLIC ACID	25.00 G
000089-77-0	2-AMINO-4-CHLOROBENZOIC ACID	100.00 G
000089-84-9	2A-DIHYDROXYACETOPHENONE	50.00 G
000089-91-8	METHYL DIMETHOXYACETATE 97%	25.00 g
000089-97-4	2-CHLOROBENZYLAMINE	25.00 G
000090-02-8	SALICYLALDEHYDE	100.00 G
000090-59-5	3,5-DIBROMOSALICYLALDEHYDE 98%	10.00 g
000090-60-8	3,5-DICHLOROSALICYLALDEHYDE 99%	25.00 g
000090-96-0	4,4'-DIMETHOXYBENZOPHENONE	25.00 G
000091-02-1	2-BENZOYLPYRIDINE 99+%	25.00 g
000091-10-1	2,6-DIMETHOXYPHENOL	25.00 G
000091-15-6	1,2-DICYANO BENZENE	5.00 G
000091-17-8	DECAHYDRONAPHTHALENE 99+% MIXTURE OF CIS AND TRANS	1.00 I
000091-21-4	1,2,3,4-TETRAHYDROISOQUINOLINE	25.00 G
000091-22-5	QUINOLINE	100.00 G
000091-40-7	N-PHENYLANTHRANILIC ACID	25.00 G
000091-55-4	2,3-DIMETHYLINDOLE	5.00 G
000091-60-1	2-NAPHTHALENETHIOL	5.00 G
000092-91-1	4-ACETYLBIPHENYL	25.00 G
000093-15-2	4-ALLYL-1,2-DIMETHOXYBENZENE	100.00 G
000093-40-3	(3,4-DIMETHOXYPHENYL)ACETIC ACID	25.00 G
000093-89-0	ETHYL BENZOATE	5.00 G
000093-90-3	2-(N-METHYLANILINO)ETHANOL	25.00 ML
000093-91-4	1-BENZOYLACETONE	50.00 G
000093-97-0	BENZOIC ANHYDRIDE	100.00 G
000094-02-0	ETHYL BENZOYLACETATE 90% TECH	500.00 ml
000094-02-0	ETHYL BENZOYLACETATE >97% PURUM	100.00 ml
000094-05-3	ETHYL 2-CYANO-3-ETHOXYACRYLATE	100.00 G
000094-48-4	2,4-DIMETHYLBENZYLAMINE	5.00 G
000094-52-0	5-NITROBENZIMIDAZOLE	25.00 G
000094-53-1	PIPERONYLIC ACID	5.00 G
000094-59-7	SAFROLE	100.00 G
000095-24-9	2-AMINO-6-CHLOROBENZOTHIAZOLE 99%	25.00 g
000095-48-7	0-CRESOL	100.00 G
000095-51-2	2-CHLOROANILINE 98%	100.00 ml
000095-56-7	2-BROMOPHENOL	10.00 G
000095-84-1	2-AMINO-P-CRESOL	50.00 G
000095-85-2	2-AMINO-4-CHLOROPHENOL	5.00 G
000095-89-6	3-CHLORO-2,5-DIMETHYLPYRAZINE	25.00 G
000095-92-1	DIETHYL OXALATE 99+%	1.00 kg
000096-21-9	1,3-DIBROMO-2-PROPANOL	25.00G
000096-31-1	1,3-DIMETHYLUREA	5.00 G
000096-33-3	ACRYLIC ACID, METHYL ESTER	1.00 KG
000096-35-5	METHYL GLYCOLATE	5.00 G
000096-41-3	CYCLOPENTANOL	100.00 ML
000096-43-5	2-CHLOROTHIOPHENE 96%	100.00 g
000096-43-5	2-CHLOROTHIOPHENE	100.00 G
000096-48-0	GAMMA-BUTYROLACTONE	25.00 G
000097-39-2	1,3-DI-O-TOLYLGUANIDINE	100.00 G
000097-50-7	5-CHLORO-2,4-DIMETHOXYANILINE 95+% ASSAY METHOD: BY TITRIMETRIC ANALY	25.00 g
	2-HYDROXY-5-NITROBENZALDEHYDE 99% FREE OF 3-NITRO ISOMER	

000097-59-8	ALLANTOIN	2500gG
000097-67-6	L-MALIC ACID 97% 99% EE/GLC	100.00 g
000097-69-8	N-ACETYL-L-ALANINE	5.00 G

000097-99-4	TETRAHYDROFURFURYL ALCOHOL	500.00 ML
000098-01-1	2-FURALDEHYDE	500.00 ML
000098-03-3	THIOPHENE-2-CARBOXALDEHYDE	25.00 ML
000098-37-3	2-AMINOPHENOL-4-SULFONIC ACID	250.00 G
000098-66-8	4-CHLOROBENZENESULFONIC ACID	25.00 G
000098-71-5	4-HYDRAZINOBENZENESULFONIC ACID CORROSIVE	25.00 g
000098-71-5	4-HYDRAZINOBENZENESULPHONIC ACID	25.00 G
000098-98-6	PICOLINIC ACID	5.00 G
000099-05-8	3-AMINOBENZOIC ACID	25.00 G
000099-30-9	2,6-DICHLORO-4-NITROANILINE	100.00 G
000099-58-1	3-BROMO-4-METHOXYBENZOIC ACID 98+% PLEASE ASK FOR BULK PRICES (250G-5K	25.00 g
000099-65-0	1,3-DINITROBENZENE 97%	5.00 g
000099-87-6	P-CYMENE	1.00 L
000099-90-1	4'-BROMOACETOPHENONE 98%	25.00 g
000099-94-5	P-TOLUIC ACID	5.00 G
000099-98-9	N,N-DIMETHYL-1,4-PHENYLENEDIAMINE	5.00 G
000100-02-7	4-NITROPHENOL	50.00 G
000100-06-1	4-METHOXYACETOPHENONE	100.00 G
000100-09-4	P-ANISIC ACID	5.00 G
000100-10-7	4-DIMETHYLAMINOBENZALDEHYDE	10.00 G
000100-17-4	4-NITROANISOLE	5.00 G
000100-48-1	4-CYANOPYRIDINE	100.00 G
000100-58-3	PHENYLMAGNESIUM BROMIDE	800.00 ML
000100-63-0	PHENYLHYDRAZINE	100.00 ML
000100-66-3	ANISOLE	800.00 ML
000100-72-1	TETRAHYDROPYRAN-2-METHANOL	1.00 G
000100-75-4	1-NITROSOPIPERIDINE	5.00 ML
000100-79-8	SOLKETAL	100.00 G
000100-83-4	3-HYDROXYBENZALDEHYDE 97%	100.00 g
000101-54-2	N-PHENYL-1,4-PHENYLENEDIAMINE	100.00 G
000102-06-7	1,3-DIPHENYLGUANIDINE	25.00 G
000102-07-8	CARBANILIDE	90.00 G
000102-08-9	THIOCARBANILIDE 98%	25.00 g
000102-50-1	4-METHOXY-2-METHYLANILINE	25.00 G
000102-52-3	MALONALDEHYDE BIS(DIMETHYL ACETAL)	100.00 G
000102-56-7	2,5-DIMETHOXYANILINE	50.00 G
000102-79-4	2,2'-(N-BUTYLIMINO)DIETHANOL	25.00 ML
000102-82-9	TRIBUTYLAMINE	50.00 ML
000102-92-1	CINNAMOYL CHLORIDE 98% PREDOMINANTLY TRANS	5.00 g
000103-80-0	PHENYLACETYL CHLORIDE	100.00 G
000103-85-5	PHENYLTHIOUREA	50.00 G
000104-03-0	4-NITROPHENYLACETIC ACID	100.00 G
000104-42-7	4-DODECYLANILINE	1.00 G
000104-47-2	(4-METHOXYPHENYL)ACETONITRILE	5.00 G
000104-75-6	2-ETHYLHEXYLAMINE	5.00 ML
000104-83-6	4-CHLOROBENZYL CHLORIDE	100.00 G
000104-88-1	4-CHLOROBENZALDEHYDE	250.00 G
000104-92-7	4-BROMOANISOLE	50.00 G
000104-98-3	UROCANIC ACID	1.00 G
000105-45-3	METHYL ACETOACETATE 99+%	100.00 g
000105-50-0	DIETHYL 1,3-ACETONEDICARBOXYLATE 96%	50.00 g
000105-53-3	DIETHYL MALONATE 99%	500.00 g
000105-56-6	ETHYL CYANOACETATE	1.00 KG
000105-58-8	DIETHYL CARBONATE	250.00 ML
000106-23-0	(+/-)-CITRONELLAL	100.00 ML
000106-40-1	4-BROMOANILINE	5.00 G
000106-41-2	4-BROMOPHENOL	5.00 G
000106-47-8	4-CHLOROANILINE	100.00 G
000106-48-9	4-CHLOROPHENOL	100.00 G
000106-51-4	1,4-BENZOQUINONE	100.00 G
000107-04-0	1-BROMO-2-CHLOROETHANE	600.00 ML
000107-06-2	1,2-DICHLOROETHANE	1.00 L
000107-10-8	PROPYLAMINE	50.00 ML
000107-16-4	GLYCOLONITRILE	25.00 G
000107-29-9	ACETALDOXIME	25.00 G
000107-86-8	3-METHYL-2-BUTENAL	5.00 ML

000107-88-0	1,3-BUTANEDIOL	100.00 ML
000108-00-9	N,N-DIMETHYLETHYLENEDIAMINE	25.00 G
000108-01-0	N,N-DIMETHYLETHANOLAMINE	100.00 ML
000108-24-7	ACETIC ANHYDRIDE	1.00 L

000108-30-5	SUCCINIC ANHYDRIDE	50.00 G
000108-43-0	3-CHLOROPHENOL	25.00 G
000108-59-8	DIMETHYL MALONATE	1.00 LT
000108-67-8	MESITYLENE	500.00 ML
000108-79-2	4,6-DIMETHYL-2-HYDROXYPYRIMIDINE	25.00 G
000108-94-1	CYCLOHEXANONE	25.00 ML
000109-04-6	2-BROMOPYRIDINE	25.00 G
000109-77-3	MALONONITRILE	100.00 G
000109-85-3	2-METHO(YETHYLAMINE	50.00 ML
000109-92-2	ETHYL VINYL ETHER	250.00 ML
000110-13-4	ACETONYLACETONE	100.00 G
000110-52-1	1,4-DIBROMOBUTANE	100.00 G
000110-61-2	SUCCINONITRILE	500.00 G
000110-85-0	PIPERAZINE	90.00 G
000110-86-1	PYRIDINE	250.00 ML
000111-24-0	1,5-DIBROMOPENTANE	100.00 G
000111-42-2	DIETHANOLAMINE	500.00 G
000114-03-4	DL-5-HYDROXYTRYPTOPHAN 99%	5.00 g
000114-38-5	2-CHLOROPHENYLUREA	1.00 G
000116-76-4	2,2-DIETHYL-1,3-PROPANEDIOL	100.00 G
	2-BUTYL-2-ETHYL-1,3-PROPANEDIOL	10.00 G
000116-63-2	4-AMINO-3-HYDROXY-1-NAPHTHALENESULFONIC ACID	5.00 G
000117-57-7	3-HYDROXY-2-METHYL-4-QUINOLINECARBOXYLIC ACID 97%	5.00 g
000118-04-7	2-(3-AMINO-4-CHLOROBENZOYOBENZOIC ACID	50.00 G
000118-45-6	4-CHLOROPHTHALIC ANHYDRIDE	25.00 G
000118-71-8	3-HYDROXY-2-METHYL-4-PYRONE	25.00 G
000119-61-9	BENZOPHENONE 99%	25.00 g
000119-63-1	4'-AMINO-N-METHYLACETANILIDE	100.00 G
000119-65-3	ISOQUINOLINE 90-92% TECH	100.00 ml
000120-14-9	3,4-DIMETHOXYBENZALDEHYDE	5.00 G
000120-53-6	6-ETHOXY-2-MERCAPTOBENZOTHIAZOLE	10.00 G
000120-82-1	1,2,4-TRICHLOROBENZENE	1.00 L
000121-02-8	2-METHYL-5-NITROBENZENESULPHONYL CHLORIDE 97%	5.00 g
000121-17-5	4-CHLORO-3-NITROBENZOTRIFLUORIDE	100.00 G
000121-32-4	3-ETHOXY-4-HYDROXYBENZALDEHYDE 99%	100.00 g
000121-44-8	TRIETHYLAMINE	100.00 ML
000121-50-6	2-CHLORO-5-(TRIFLUOROMETHYL)ANILINE	100.00 G
000121-89-1	3'-NITROACETOPHENONE 99%	500.00 g
000122-20-3	TRIISOPROPANOLAMINE	1.00 KG
000122-51-0	TRIETHYL ORTHOFORMATE	2.00 L
000122-80-5	4'-AMINOACETANILIDE	100.00 G
000123-09-1	4-CHLOROTHIOANISOLE	5.00 G
000123-30-8	4-AMINOPHENOL	100.00 G
000123-31-9	HYDROQUINONE	100.00 G
000123-34-2	3-ALLYLOXY-1,2-PROPANEDIOL	100.00 G
000123-38-6	PROPIONALDEHYDE	25.00 ML
000123-54-6	ACETYLACETONE	1.00 L
000123-90-0	THIOMORPHOLINE 98%	5.00 g
000124-30-1	OCTADECYLAMINE	25.00 G
000124-68-5	2-AMINO-2-METHYL-1-PROPANOL	500.00 ML
000126-30-7	NEOPENTYL GLYCOL	25.00 G
000126-33-0	TETRAMETHYLENE SULFONE	500.00 G
000126-38-5	1-BROMO-2,2-01METHOXYPROPANE	10.00 G
000127-18-4	TETRACHLOROETHYLENE	1.00 L
000127-21-9	1,3-DICHLOROTETRAFLUOROACETONE	15.00 G
000127-66-2	2-PHENYL-3-BUTYN-2-OL	5.00 G
000127-79-7	SULPHAMERAZINE	25.00 G
000129-64-6	CIS-5-NORBORNENE-ENDO-2,3-DICARBOXYLIC ANHYDRIDE	5.00 G
000130-95-0	QUININE	10.00 G
000131-58-8	2-METHYLBENZOPHENONE	5.00 G
000133-08-4	DIETHYL N-BUTYLMALONATE	1.00 LT
000133-11-9	PHENYL 4-AMINOSALICYLATE	100.00 G
000133-37-9	DL-TARTARIC ACID 99+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	500.00 g
000134-32-7	1-AMINONAPHTHALENE	25.00 G
000134-96-3	SYRINGALDEHYDE	5.00 G
000134-96-3	SYRINGALDEHYDE 98%	25.00 G

000135-02-4	2-METHOXYBENZALDEHYDE	100.00 G
000137-06-4	O-THIOCRE SOL	5.00 G
000137-32-6	2-METHYL-1-BUTANOL	100.00 ML
000137-97-3	1,3-DI-O-TOLYL-2-THIOUREA 97%	5.00 g

000138-15-8	L-(+)-GLUTAMIC ACID HYDROCHLORIDE 99%	500.00 g
000138-37-4	P-AMINOMETHYLBENZENESULFONAMIDE HYDROCHLORIDE	25.00 G
000138-37-4	HOMOSULFAMINE HYDROCHLORIDE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000139-59-3	4-PHENOXYANILINE	25.00 G
000140-87-4	CYANOACETOHYDRAZIDE	25.00 G
000141-30-0	3,6-DICHLOROPYRIDAZINE 97%	100.00 g
000141-43-5	ETHANOLAMINE	25.00 ML
000141-91-3	2,6-DIMETHYLMORPHOLINE	25.00 G
000141-97-9	ETHYL ACETOACETATE 99+%	100.00 g
000142-26-7	N-ACETYLETHANOLAMINE	25.00 G
000143-27-1	1-HEXADECYLAMINE	5.00 G
000144-19-4	2,2,4-TRIMETHYL-1,3-PENTANEDIOL	250.00 G
000144-24-1	DL-ALPHA-METHYLLEUCINE 96%	5.00 g
000144-48-9	IDOACETAMIDE	25.00 G
000144-62-7	OXALIC ACID	40.00 G
000147-71-7	D-TARTARIC ACID 99% 99% EE/GLC	100.00 g
000147-82-0	2,4,6-TRIBROMOANILINE	100.00 G
000148-53-B	O-VANILLIN 99%	100.00 g
000150-30-1	DL-PHENYLALANINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000154-41-6	(+/-)-PHENYLPROPANOLAMINE	1.00 VI
000156-06-9	PHENYLPYRUVIC ACID 98%	25.00 g
000156-39-8	4-HYDROXYPHENYLPYRUVIC ACID	5.00 G
000156-43-4	P-PHENETIDINE 98%	100.00 g
000156-51-4	PHENELZINE SULFATE SALT	5.00 G
000156-83-2	6-CHLORO-2,4-DIAMINOPYRIMIDINE IRRITANT	25.00 g
000253-82-7	QUINAZOLINE 99%	5.00 g
000273-53-0	BENZOXAZOLE	25.00 G
000280-57-9	1,4-DIAZABICYCLO(2.2.2)OCTANE	25.00 G
000280-57-9	1,4-DIAZABICYCLO(2.2.2)OCTANE	25.00 G
000288-88-0	1,2,4-TRIAZOLE	100.00 G
000294-93-9	12-CROWN-4	5.00 G
000298-06-6	DIETHYL DITHIOPHOSPHATE	5.00 G
000298-12-4	GLYOXYLIC ACID	250.00 ML
000300-39-0	3,5-DIIODO-L-TYROSINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000302-01-2	HYDRAZINE	500.00 G
000302-72-7	DL-ALANINE 98.5+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	600.00 g
000302-84-1	DL-SERINE 98.5+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000311-28-4	TETRABUTYLAMMONIUM IODIDE	25.00 G
000312-84-5	D-SERINE 99%	25.00 G
000319-03-9	4-FLUOROPHTHALIC ANHYDRIDE	5.00 G
000319-78-8	D-ISOLEUCINE MIN 98% MAY CONTAIN UP TO 10% ALLO-ISOMER	1.00 g
000325-50-8	5-FLUORO-2-METHYLPHENYLHYDRAZINE HYDROCHLORIDE	1.00 G
000327-57-1	L-(+)-NORLEUCINE 98+%	5.00 g
000328-38-1	D-LEUCINE 99% 97% EE/GLC	25.00 g
000328-39-2	DL-LEUCINE >99% PURISSIMUM	100.00 g
000328-50-7	2-KETOGLUTARIC ACID 98%	100.00 g
000328-51-8	2-OXOOCTANOIC ACID	5.00 G
000328-70-1	3,5-BIS(TRIFLUOROMETHYL)BROMOBENZENE	10.00 G
000328-74-5	3,5-BIS(TRIFLUOROMETHYL)ANILINE	10.00 G
000329-15-7	4-(TRIFLUOROMETHYL)BENZOYL CHLORIDE	5.00 G
000330-12-1	4-(TRIFLUOROMETHOXY)BENZOIC ACID	1.00 G
000333-27-7	METHYL TRIFLUOROMETHANESULFONATE	10.00 G
000335-48-8	1,4-DIBROMOPERFLUOROBUTANE	5.00 G
000335-48-8	1,4-DIBROMOOCTAFLUOROBUTANE	5.00 G
000338-69-2	D-ALANINE 99+% 99% EE/GLC	25.00 g
000339-59-3	4-TRIFLUOROMETHYLBENZHYDRAZIDE	1.00 G
000344-38-7	5-BROMO-2-NITROBENZOTRIFLUORIDE	5.00 G
000346-06-5	2-(TRIFLUOROMETHYL)BENZYL ALCOHOL	5.00 G
000347-63-7	3-(3-FLUORO-4-METHOXYBENZOYL)PROPIONIC ACID	5.00 G
000348-52-7	1-FLUORO-2-10DOBENZENE	25.00 G
000348-54-9	2-FLUOROANILINE 99+%	25.00 g
000348-67-4	D-METHIONINE 99+% 98% EE/GLC	25.00 g
000349-46-2	D-CYSTINE 98%	1.00 g
000349-55-3	3-METHOXY-5-(TRIFLUOROMETHYL)ANILINE 99%	5.00 g
000349-75-7	3-(TRIFLUOROMETHYL)BENZYL ALCOHOL	5.00 G
000349-88-2	4-FLUOROBENZENESULFONYL CHLORIDE 98%	5.00 g
000349-95-1	4-(TRIFLUOROMETHYL)BENZYL ALCOHOL	5.00 G

000350-03-8	3-ACETYLPIRIDINE	25.00 G
000351-50-8	D-HISTIDINE	25.00 G
000351-50-8	D-HISTIDINE 99% PLEASE ASK FOR BULK PRICES (100G-10KG+)	25.00 g

000353-83-3	2-IODO-1,1,1-TRIFLUOROETHANE	25.00 G
000354-28-9	2-CHLORO-2,2-DIFLUOROACETAMIDE	25.00 G
000356-42-3	PENTAFLUOROPROPIONIC ANHYDRIDE	10.00 ML
000363-58-6	ETHYL 2-CHLORO-4,4,4-TRIFLUOROACETOACETATE	10.00 G
000364-74-9	2,5-DIFLUORONITROBENZENE	5.00 G
000364-83-0	2',4'-DIFLUOROACETOPHENONE	10.00 G
000386-18-7	2,2'-DIPYRIDYL	10.00 G
000367-21-5	3-CHLORO-4-FLUOROANILINE	25.00 G
000367-24-8	4-BROMO-2-FLUOROANILINE	10.00 G
000367-25-9	2,4-DIFLUOROANILINE	20.00 G
000367-57-7	1,1,1-TRIFLUORO-2,4-PENTANEDIONE	25.00 G
000367-86-2	4-FLUORO-3-NITROBENZOTRIFLUORIDE	60.00 G
000368-39-8	TRIETHYLOXONIUM TETRAFLUOROBORATE	100.00 ML
000368-90-1	4-(TRIFLUOROMETHYL)PHENYLHYDRAZINE	5.00 G
000372-09-8	CYANOACETIC ACID	100.00 G
000372-19-0	3-FLUOROANILINE	25.00 G
000372-29-2	ETHYL 3-AMINO-4,4,4-TRIFLUOROCROTONATE	10.00 G
000372-39-4	3,5-DIFLUOROANILINE	5.00 G
000372-64-5	BIS(TRIFLUOROMETHYL) DISULFIDE	10.00 G
000373-88-6	2,2,2-TRIFLUOROETHYLAMINE HYDROCHLORIDE	1,000.00 G
000378-77-8	SODIUM PENTAFLUOROPROPIONATE	10.00 G
000387-45-1	2-CHLORO-6-FLUOROBENZALDEHYDE	25.00 G
000391-02-6	ETHYL 4-HYDROXY-7-TRIFLUOROMETHYL-3-QUINOLINECARBOXYLATE 95%	25.00 g
000392-12-1	INDOLE-3-PYRUVIC ACID	1.00 G
000392-95-0	2-CHLORO-3,5-DINITROBENZOTRIFLUORIDE	5.00 G
000394-32-1	5'-FLUORO-2'-HYDROXYACETOPHENONE 98%	5.00 g
000394-47-8	2-FLUOROBENZONITRILE	5.00 G
000395-33-5	4-FLUOROMANDELIC ACID 98+%	5.00 g
000395-33-5	4-FLUOROMANDELIC ACID	5.00 G
000395-35-7	4-(TRIFLUOROMETHYL)MANDELIC ACID 98%	5.00 g
000400-74-8	2-FLUORO-5-NITROBENZOTRIFLUORIDE	25.00 G
000401-78-5	3-BROMOBENZOTRIFLUORIDE	25.00 G
000402-45-9	ALPHA,ALPHA,ALPHA-TRIFLUORO-P-CRESOL	5.00 G
000403-42-9	4'-FLUOROACETOPHENONE	25.00 G
000404-72-8	3-FLUOROPHENYL ISOTHIOCYANATE	10.00 G
000405-50-5	4-FLUOROPHENYLACETIC ACID	25.00 G
000407-14-7	1-BROMO-4-(TRIFLUOROMETHOXY)BENZENE	5.00 G
000407-25-0	TRIFLUOROACETIC ANHYDRIDE 99+%	100.00 g
000407-41-0	L-O-PHOSPHOSERINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000421-06-7	2-BROMO-1,1,1-TRIFLUOROETHANE 99%	5.00 g
000421-50-1	1,1,1-TRIFLUOROACETONE	5.00 G
000433-06-7	P-TOLUENESULFONIC ACID 2,2,2-TRIFLUOROETHYL ESTER	25.00 G
000433-97-6	ALPHA,ALPHA,ALPHA-TRIFLUORO-O-TOLUIC ACID	1.00 G
000434-45-7	2,2,2-TRIFLUOROACETOPHENONE	100.00 G
000443-79-8	DL-ISOLEUCINE 99%	50.00 g
000445-02-3	4-BROMO-2-(TRIFLUOROMETHYL)ANILINE	5.00 G
000445-03-4	4-CHLORO-2-(TRIFLUOROMETHYL)ANILINE	25.00 G
000451-02-5	ETHYL 3-FLUOROBENZOATE	10.00 G
000451-40-1	DEOXYBENZOIN	25.00 G
000451-82-1	2-FLUOROPHENYLACETIC ACID	10.00 G
000452-63-1	2-BROMO-5-FLUOROTOLUENE	25.00 G
000452-71-1	4-FLUORO-2-METHYLANILINE	25.00 G
000453-13-4	1,3-DIFLUORO-2-PROPANOL	10.00 G
000454-29-5	DL-HOMOCYSTEINE 95%	5.00 g
000454-89-7	3-TRIFLUOROMETHYLBENZALDEHYDE	5.00 G
000455-18-5	ALPHA,ALPHA,ALPHA-TRIFLUORO-P-TOLUNITRILE	25.00 G
000455-24-3	4-(TRIFLUOROMETHYL)BENZOIC ACID	5.00 G
000455-91-4	3'-FLUORO-4'-METHOXYACETOPHENONE	1.00 G
000456-04-2	2-CHLORO-4'-FLUOROACETOPHENONE 99%	5.00 g
000458-05-9	3-FLUOROPHENYLTHIOUREA	1.00 G
000458-05-9	1-(3-FLUOROPHENYL)-2-THIOUREA	5.00 G
000459-19-8	4-FLUOROPHENETHYLAMINE HYDROCHLORIDE 97%	1.00 g
000459-22-3	4-FLUOROPHENYLACETONITRILE	5.00 G
000459-46-1	4-FLUOROBENZYL BROMIDE	50.00 ML
000461-58-5	DICYANDIAMIDE	1.00 KG
000461-82-5	4-(TRIFLUOROMETHOXY)ANILINE	25.00 G
000462-08-8	3-AMINOPYRIDINE	25.00 G

000471-25-0	PROPIOLIC ACID	5.00 G
000471-46-5	OXAMIDE	100.00 G
000473-75-6	2-AMINO-3-METHYL-1-BUTANOL	5.00 G

000484-31-1	DILLAPIOLE	1.00 G
000484-51-5	KHELLINONE	25.00 G
000484-65-1	2,3,4,5,6-PENTAMETHYLBENZYL CHLORIDE	5.00 G
000486-73-7	1-ISOQUINOLINECARBOXYLIC ACID 99%	5.00 g
000486-74-8	4-QUINOLINECARBOXYLIC ACID 97%	1.00 g
000487-79-6	KAINIC ACID	100.00 MG
000490-83-5	DEHYDROASCORBIC ACID	5.00 g
000491-30-5	ISOCARBOSTYRIL 98%	5.00 g
000491-38-3	CHROMONE 99%	5.00 g
000492-41-1	(1R,2S)-(-)-NOREPHEDRINE	10.00 G
000492-88-6	3-ETHOXY-SALICYLIC ALDEHYDE 97%	50.00 g
000492-94-4	FURIL	25.00 G
000495-71-6	1,2-DIBENZOYLETHANE	1.00 G
000496-15-1	INDOLINE	100.00 G
000497-38-1	NORCAMPHOR	25.00 G
000498-02-2	4-HYDROXY-3-METHOXYACETOPHENONE >97% PURUM	100.00 g
000498-40-8	L-CYSTEIC ACID 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000498-60-2	3-FURALDEHYDE	5.00 G
000498-74-8	4-METHOXYMETANILYL FLUORIDE	10.00 G
000499-80-9	2,4-PYRIDINEDICARBOXYLIC ACID	25.00 G
000500-44-7	MIMOSINE 95+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	1.00 g
000501-24-6	3-PENTADECYLPHENOL	5.00 G
000503-30-0	TRIMETHYLENE OXIDE	5.00 G
000504-24-5	4-AMINOPYRIDINE	5.00 G
000504-33-6	DL-HOMOCYSTEIC ACID 97%	5.00 g
000504-63-2	1,3-PROPANEDIOL	100.00 G
000504-78-9	THIAZOLIDINE 95%	5.00 g
000510-20-3	DIETHYLMALONIC ACID 98%	100.00 g
000516-05-2	METHYLMALONIC ACID 99%	25.00 g
000516-12-1	N-IODOSUCCINIMIDE	25.00 G
000517-23-7	2-ACETYLBUTYROLACTONE 99+%	25.00 ml
000520-45-6	DEHYDROACETIC ACID 98%	5.00 g
000524-38-9	N-HYDROXYPHTHALIMIDE 97%	100.00 g
000524-42-5	1,2-NAPHTHOQUINONE 92% TECH	10.00 g
000531-81-7	COUMARIN-3-CARBOXYLIC ACID 99%	25.00 g
000532-24-1	TROPINONE	10.00 G
000534-16-7	SILVER CARBONATE	25.00 G
000534-59-8	BUTYLMALONIC ACID 99%	25.00 g
000534-85-0	N-PHENYL-O-PHENYLENEDIAMINE	5.00 G
000535-32-0	D-ETHIONINE 98%	5.00 g
000536-74-3	PHENYLACETYLENE	25.00 ML
000536-89-0	M-TOLYLHYDRAZINE	1.00 G
000537-47-3	4-PHENYLSEMICARBAZIDE	10.00 G
000538-32-9	N-BENZYLUREA	25.00 G
000540-36-3	1,4-DIFLUOROBENZENE	25.00 G
000540-51-2	2-BROMOETHANOL	100.00 ML
000540-69-2	AMMONIUM FORMATE 97%	1.00 kg
000540-69-2	FORMIC ACID, AMMONIUM SALT	500.00 G
000541-41-3	ETHYL CHLOROFORMATE	100.00 G
000542-05-2	1,3-ACETONEDICARBOXYLIC ACID TECH	100.00 g
000542-32-5	DL-2-AMINOADIPIC ACID	10.00 G
000543-24-8	N-ACETYLGLYCINE >99% PURISSIMUM	100.00 g
000544-16-1	BUTYL NITRITE 95%	25.00 g
000548-93-6	3-HYDROXYANTHRANILIC ACID	1.00 G
000551-93-9	2'-AMINOACETOPHENONE	25.00 G
000552-41-0	2'-HYDROXY-4'-METHOXYACETOPHENONE	10.00 G
000552-89-6	2-NITROBENZALDEHYDE	10.00 G
000552-94-3	SALICYLSALICYLIC ACID	25.00 G
000555-16-8	4-NITROBENZALDEHYDE	10.00 G
000555-57-7	N-METHYL-N-PROPARGYLBENZYLAMINE	5.00 G
000556-02-5	D-TYROSINE 99% 99% EE/GLC	5.00 g
000556-03-6	DL-TYROSINE 99%	100.00 g
000556-50-3	GLYCYLGLYCINE 98%	10.00 g
000556-61-6	METHYL ISOTHIOCYANATE	25.00 G
000557-66-4	ETHYLAMINE HYDROCHLORIDE	100.00 G
000560-27-0	ETHANAL MONOHYDRATE FREE ACID	25.00 g

000563-63-3	SILVER ACETATE	50.00 g
000570-23-0	DIETHYL ACETYLMALONATE TECH	5.00 g
000571-55-1	3-AMINOSALICYLIC ACID 96+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	10.00 g
	ETHYL 2-(ETHOXYMETHYLENE)-4,4,4-TRIFLUORO-3-OXOBUTYRATE 96% MIXTURE O	

000573-17-1	9-BROMOPHENANTHRENE	10.00 G
000574-19-6	2'-HYDROXY-1'-ACETONAPHTHONE 99%	25.00 g
000574-98-1	N-(2-BROMOETHYL)PHTHALIMIDE	25.00 G
000577-56-0	2-ACETYLBenZOIC ACID	25.00 G
000577-59-3	2'-NITROAcETOPHENONE	1.00 G
000578-67-6	5-HYDROXYQUINOLINE 99%	1.00 g
000579-75-9	2-METHOXYBenZOIC ACID	100.00 G
000580-16-5	6-HYDROXYQUINOLINE	5.00 G
000583-05-1	1-PHENYL-1,4-PENTANEDIONE	5.00 G
000583-60-8	2-METHYLCYCLOHEXANONE	100.00 ML
000583-75-5	4-BROMO-2-METHYLANILINE 97%	25.00 g
000584-02-1	3-PENTANOL	25.00 ML
000584-03-2	1,2-BUTANEDIOL	50.00 G
000585-70-6	5-BROMO-2-FUROIC ACID 99%	100.00 g
000585-71-7	(1-BROMOETHYL)BENZENE	25.00 G
000585-76-2	3-BROMOBENZOIC ACID	5.00 G
000585-76-2	3-BROMOBENZOIC ACID 99%	25.00 g
000586-76-5	4-BROMOBENZOIC ACID	25.00 G
000586-77-6	4-BROMO-N,N-DIMETHYLANILINE	25.00 G
000586-89-0	4-ACETYLBenZOIC ACID	1.00 G
000587-04-2	3-CHLOROBENZALDEHYDE	10.00 ML
000590-17-0	BROMOACETONITRILE	5.00 G
000591-35-5	3,5-DICHLOROPHENOL	10.00 G
000591-54-8	4-AMINOPYRIMIDINE	250.00 MG
000593-51-1	METHYLAMINE HYDROCHLORIDE	250.00 G
000593-56-6	METHOXYLAMINE HYDROCHLORIDE	25.00 G
000594-61-6	2-HYDROXYISOBUTYRIC ACID 98%	100.00 g
000595-46-0	DIMETHYLMALONIC ACID	50.00 G
000597-09-1	2-ETHYL-2-NITRO-1,3-PROPANEDIOL	100.00 G
000598-10-7	1,1-CYCLOPROPANEDICARBOXYLIC ACID 97%	5.00 g
000598-10-7	1,1-CYCLOPROPANEDICARBOXYLIC ACID	5.00 G
000598-21-0	BROMOACETYL BROMIDE 98+%	100.00 g
000598-72-1	2-BROMOPROPIONIC ACID	250.00 G
000600-05-5	2,3-DIBROMOPROPIONIC ACID 98%	100.00 g
000600-14-6	2,3-PENTANEDIONE 97%	100.00 g
000600-18-0	2-KETOBUTYRIC ACID 99%	25.00 g
000601-75-2	ETHYLMALONIC ACID 97%	50.00 g
000601-79-6	ISOPROPYLMALONIC ACID	25.00 g
000603-67-8	DIETHYL NITROMALONATE 97%	100.00 g
000603-69-0	ETHYL DIACETOACETATE	25.00 G
000603-69-0	ETHYL DIACETOACETATE 97%	25.00 g
000603-85-0	2-AMINO-3-NITROPHENOL	5.00 G
000606-00-8	METHYL 3,5-DIBROMOANTHRANILATE	100.00 G
000606-26-8	2-NITROBenZOIC HYDRAZIDE	5.00 G
000606-26-8	2-NITROBenZHYDRAZIDE	25.00 G
000606-28-0	2-BenZOYLBenZOIC ACID METHYL ESTER	25.00 G
000606-31-5	2,6-DINITROBenZALDEHYDE	1.00 G
000607-32-9	5-NITROISOQUINOLINE 98%	5.00 g
000607-66-9	2-HYDROXY-4-METHYLQUINOLINE 97%	25.00 g
000607-97-6	ETHYL 2-ETHYLACETOACETATE 90%	100.00 g
000608-31-1	2,6-DICHLOROANILINE	100.00 G
000608-68-4	DIMETHYL L-TARTRATE	25.00 G
000609-02-9	DIMETHYL METHYLMALONATE 99%	5.00 ml
000609-08-5	DIETHYL METHYLMALONATE 99%	500.00 g
000609-09-6	DIETHYL KETOMALONATE	1.00 G
000609-14-3	ETHYL 2-METHYLACETOACETATE 90%	100.00 g
000609-14-3	ETHYL 2-METHYLACETOACETATE	25.00 G
000609-15-4	ETHYL 2-CHLOROACETOACETATE 95%	500.00 g
000609-36-9	DL-PROLINE 99%	5.00 g
000610-99-1	2'-HYDROXYPROPIOPHENONE 97%	100.00 g
000611-10-9	ETHYL 2-OXOCYCLOPENTANECARBOXYLATE 95%	100.00 g
000611-20-1	2-CYANOPHENOL 99%	25.00 g
000611-32-5	8-METHYLQUINOLINE 97%	5.00 g
000611-34-7	5-AMINOQUINOLINE	1.00 G
000611-71-2	(R)-(-)-MANDELIC ACID 99.0+% ASSAY METHOD: BY GAS CHROMATOGRAPHY AND T	25.00 g
000611-72-3	DL-MANDELIC ACID 99.0+% ASSAY METHOD: BY GAS CHROMATOGRAPHY AND TITRIM	500.00 g
000611-73-4	BenZOYLFoRMIC ACID	100.00 G

000611-91-6	2,3-DIBROMO-3-PHENYLPROPIOPHENONE	25.00 g
000612-25-9	2-NITROBENZYL ALCOHOL	5.00 G
000613-84-3	2-HYDROXY-5-METHYLBENZALDEHYDE 98%	5.00 g

000613-92-3	BENZAMIDE OXIME	5.00 G
000613-94-5	BENZOIC HYDRAZIDE	25.00 G
000614-21-1	BENZOYLNITROMETHANE	5.00 G
000614-23-3	BENZOYLTHIOUREA	5.00 G
000614-77-7	O-TOLYLUREA	25.00 G
000614-78-8	1-(2-METHYLPHENYL)THIOUREA	10.00 g
000614-78-8	O-TOLYLTHIOUREA TOXIC	25.00 g
000615-09-8	ETHYL 2-(FUR-2-OYL)ACETATE	5.00 g
000615-20-3	2-CHLOROBENZOTHAZOLE 99%	25.00 g
000615-21-4	2-HYDRAZINOBENZOTHAZOLE	10.00 G
000615-47-4	1,2,4-TRIAMINOBENZENE DIHYDROCHLORIDE	5.00 G
000618-06-8	DL-NORLEUCINE 98.0+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000616-24-0	1-ETHYLPROPYLAMINE	25.00 G
000616-45-5	2-PYRROLIDINONE 99+%	50.00 g
000616-75-1	BENZYLMALONIC ACID 99%	25.00 g
000616-83-1	4-METHYL-3-NITROBENZENESULPHONYL CHLORIDE	5.00 g
000616-86-4	4-ETHOXY-2-NITROANILINE	5.00 G
000617-35-6	ETHYL PYRUVATE	100.00 ML
000617-48-1	DL-MALIC ACID 99+%	50.00 g
000617-48-1	DL-MALIC ACID	50.00 G
000617-65-2	DL-GLUTAMIC ACID MIN 98% ALSO AVAILABLE AS PART OF A KIT	100.00 g
000617-89-0	FURFURYLAMINE	5.00 G
000617-90-3	2-FURONITRILE	5.00 G
000618-46-2	3-CHLOROBENZOYL CHLORIDE 97%	100.00 g
000619-08-9	2-CHLORO-4-NITROPHENOL	10.00 G
000619-21-6	3-CARBOXYBENZALDEHYDE 97%	5.00 g
000619-65-8	4-CYANOBENZOIC ACID	5.00 G
000619-72-7	4-NITROBENZONITRILE	25.00 G
000619-73-8	4-NITROBENZYL ALCOHOL	25.00 G
000620-02-0	5-METHYL-2-FURALDEHYDE	25.00 ML
000620-19-9	3-METHYLBENZYL CHLORIDE	25.00 G
000620-23-5	3-METHYLBENZALDEHYDE	10.00 ML
000620-30-4	DL-ALPHA-METHYLTYROSINE 98%	25.00 g
000620-79-1	ETHYL 2-BENZYLACETOACETATE 97%	100.00 g
000621-44-3	3-NITRO-L-TYROSINE 99%	25.00 g
000621-59-0	3-HYDROXY-4-METHOXYBENZALDEHYDE 99%	25.00 g
000622-47-9	P-TOLYLACETIC ACID	25.00 G
000622-51-5	P-TOLYLUREA	5.00 G
000622-52-6	4-METHYLPHENYLTHIOUREA	1.00 G
000622-76-4	1-PHENYL-1-BUTYNE	10.00 G
000623-00-7	4-BROMOBENZONITRILE	10.00 G
000623-03-0	4-CHLOROBENZONITRILE	25.00 G
000623-05-2	4-HYDROXYBENZYL ALCOHOL	5.00 G
000623-47-2	ETHYL PROPIOLATE	5.00 G
000624-28-2	2,5-DIBROMOPYRIDINE	10.00 G
000624-48-6	DIMETHYL MALEATE	100.00 G
000624-49-7	DIMETHYL FUMARATE	25.00 G
000624-73-7	1,2-DIIODOETHANE	5.00 G
000624-75-9	IODOACETONITRILE	5.00 G
000624-83-9	METHYL ISOCYANATE	25.00 G
000624-95-3	3,3-DIMETHYL-1-BUTANOL	10.00 G
000625-43-4	N-METHYLISOBUTYLAMINE 98+% ASSAY METHOD: BY GAS CHROMATOGRAPHY	25.00 ml
000625-69-4	2,4-PENTANEDIOL	10.00 G
000626-29-9	MYRISTIC ANHYDRIDE	10.00 G
000626-35-7	ETHYL NITROACETATE	5.00 G
000626-43-7	3,5-DICHLOROANILINE	100.00 G
000626-60-8	3-CHLOROPYRIDINE 99%	25.00 g
000626-62-0	CYCLOHEXYL IODIDE	25.00 G
000626-87-9	1,4-DIBROMOPENTANE	25.00 G
000626-95-9	1,4-PENTANEDIOL	5.00 G
000627-03-2	ETHOXYACETIC ACID	800.00 ML
000627-31-6	1,3-DIIODOPROPANE	100.00 G
000627-45-2	N-ETHYLFORMAMIDE	250.00 ML
000627-63-4	FUMARYL CHLORIDE	25.00 G
000628-12-6	CHLOROFORMIC ACID 2-METHOXYETHYL ESTER 80+% ASSAY METHOD: BY TITRIMETR	25.00 ml
000628-36-4	1,2-DIFORMYLHYDRAZINE	100.00 G
000630-08-0	CARBON MONOXIDE	56.00 L

000631-22-1	DIETHYL DIBROMOMALONATE 97%	25.00 ml
000632-20-2	D-(+)-THREONINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000632-79-1	TETRABROMOPHTHALIC ANHYDRIDE	100.00 G

000634-47-9	2-CHLOROLEPIDINE	5.00 G
000634-60-6	2-AMINORESORCINOL HCL	1.00 G
000634-97-9	PYRROLE-2-CARBOXYLIC ACID	5.00 G
000636-30-6	2,4,5-TRICHLOROANILINE	100.00 G
000636-61-3	D-MALIC ACID 99% 95% EE/GLC	5.00 g
000636-99-7	4-NITROPHENYLHYDRAZINE HYDROCHLORIDE >99% PURISSIMUM	10.00 g
000638-07-3	ETHYL 4-CHLOROACETOACETATE 95%	250.00 g
000638-41-5	CHLOROFORMIC ACID N-AMYL ESTER CORROSIVE	25.00 g
000640-68-6	D-VALINE 98+% 99% EE/GLC	25.00 g
000645-36-3	AMINOACETALDEHYDE DIETHYL ACETAL	100.00 ML
000852-39-1	3-FLUOROPHTHALIC ANHYDRIDE	5.00 G
000652-40-4	3,6-DIFLUOROPHTHALIC ANHYDRIDE	0.50 G
000653-35-0	PENTAFLUOROBENZYL CHLORIDE	1.00 g
000656-32-6	2-FLUOROPHENYLTHIOUREA	1.00 G
000657-27-2	L-(+)-LYSINE MONOHYDROCHLORIDE 98.5+% ASSAY METHOD: BY TITRIMETRIC ANA	500.00 g
000658-79-7	N-GLYCYL-L-TYROSINE HYDRATE 97%	1.00 g
000672-15-1	L-HOMOSERINE	5.00 g
000672-87-7	L-ALPHA-METHYLTYROSINE 98%	1.00 g
000673-06-3	D-PHENYLALANINE 99+% 98% EE/GLC	25.00 g
000675-20-7	DELTA-VALEROLACTAM 99%	25.00 g
000682-30-4	DIETHYL VINYLPHOSPHONATE	10.00 G
000685-87-0	DIETHYL BROMOMALONATE 92% CONTAINS VARYING AMOUNTS OF DIETHYL MALONATE	100.00 g
000685-87-0	DIETHYL BROMOMALONATE	25.00 G
000685-88-1	FLUOROMALONIC ACID DIETHYL ESTER 95+% ASSAY METHOD: BY GAS CHROMATOGRA	5.00 g
000691-64-5	DI-TERT-BUTYL OXALATE 99%	25.00 g
000692-50-2	HEXAFLURO-2-BUTYNE	25.00 G
000694-83-7	1,2-DIAMINOCYCLOHEXANE	50.00 ML
000696-23-1	2-METHYL-4(5)-NITROIMIDAZOLE	25.00 G
000697-86-9	2-BROMO-4,6-DICHLOROANILINE	100.00 G
000699-98-9	2,3-PYRIDINEDICARBOXYLIC ANHYDRIDE 97%	5.00 g
000700-96-9	3,4-DIMETHOXYTHIOPHENOL 95%	5.00 g
000701-99-5	PHENOXYACETYL CHLORIDE 98%	10.00 g
000703-80-0	3-ACETYLINDOLE	5.00 G
000704-10-9	2',4'-DICHLORO-5'-FLUROACETOPHENONE 90%	5.00 g
000707-07-3	TRIMETHYL ORTHOBENZOATE	50.00 G
000708-06-5	2-HYDROXY-1-NAPHTHALDEHYDE TECH	25.00 g
000709-63-7	4'-(TRIFLUOROMETHYL)ACETOPHENONE	25.00 G
000711-79-5	1'-HYDROXY-2'-ACETONAPHTHONE 99%	100.00 g
000719-59-5	2-AMINO-5-CHLOROBENZOPHENONE	25.00 G
000719-64-2	5-CHLORO-3-PHENYLANTHRANIL 98+%	250.00 g
000722-92-9	2-(4'-AMINOPHENYL)-1,1,1,3,3,3-HEXAFLURO-2-PROPANOL	1.00 G
000726-25-0	1-BENZYL-3-PHENYL-2-THIOUREA 98%	10.00 g
000753-90-2	2,2,2-TRIFLUOROETHYLAMINE	1.00 G
000758-16-7	N,N-DIMETHYLTHIOFORMAMIDE	25.00 G
000759-36-4	DIETHYL ISOPROPYLMALONATE 98+%	50.00 g
000759-36-4	DIETHYL ISOPROPYLMALONATE	100.00 ML
000759-65-9	DIETHYL 2-OXALYLPROPIONATE	100.00 G
000759-65-9	DIETHYL OXALPROPIONATE	100.00 g
000760-67-8	2-ETHYLHEXANOYL CHLORIDE	25.00 G
000760-78-1	DL-NORVALINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
000760-93-0	METHACRYLIC ANHYDRIDE	5.00 ML
000762-42-5	DIMETHYL ACETYLENEDICARBOXYLATE 96%	100.00 ml
000762-42-5	DIMETHYL ACETYLENEDICARBOXYLATE	1.00 G
000764-42-1	FUMARONITRILE	25.00 G
000765-30-0	CYCLOPROPYLAMINE	10.00 G
000765-70-8	3-METHYL-1,2-CYCLOPENTANEDIONE 99%	50.00 g
000765-87-7	1,2-CYCLOHEXANEDIONE	5.00 G
000767-00-0	4-CYANOPHENOL	25.00 G
000768-32-1	PHENYLTRIMETHYLSILANE 99%	5.00 g
000768-35-4	3-FLUROBENZENEBOSONIC ACID 97%	5.00 g
000768-35-4	3-FLUROBENZENEBOSONIC ACID	1.00 G
000769-28-8	3-CYANO-4,6-DIMETHYL-2-HYDROXYPYRIDINE 97%	25.00 g
000769-92-6	4-TERT-BUTYLANILINE	5.00 G
000772-33-8	2-HYDROXY-5-NITROBENZYL BROMIDE	5.00 G
000773-76-2	5,7-DICHLORO-8-HYDROXYQUINOLINE 99%	5.00 g
000775-06-4	DL-M-TYROSINE 99%	5.00 g
000775-16-6	1-BENZYL-3-PYRROLIDINONE	10.00 G

000784-57-6	N-[2-AMINO-4-(TRIFLUOROMETHYL)PHENYL]MORPHOLINE	1.00 G
000785-56-8	3,5-BIS(TRIFLUOROMETHYL)BENZOYL CHLORIDE	5.00 G
000814-49-3	DIETHYL CHLOROPHOSPHATE	100.00 G

000815-60-1	2,4-DIBROMO-3-PENTANONE	10.00 G
000819-83-0	BETA-GLYCEROPHOSPHATE DISODIUM SALT	25.00 G
000821-06-7	1,4-DIBROMO-2-BUTENE	25.00 G
000822-36-6	4-METHYLIMIDAZOLE	25.00 G
000824-42-0	2-HYDROXY-3-METHYLBENZALDEHYDE 98%	5.00 g
000825-83-2	4-(TRIFLUOROMETHYL)THIOPHENOL	1.00 G
000827-54-3	2-VINYLNAPHTHALENE	5.00 G
000828-00-2	2,6-DIMETHYL-1,3-DIOXAN-4-OL ACETATE	250.00 ML
000832-58-6	2,4,6-TRIMETHOXYACETOPHENONE	5.00 G
000836-43-1	4-BENZYLOXYBENZYL ALCOHOL	10.00 G
000837-95-6	2-NITRO-4-(TRIFLUOROMETHYL)BENZENESULFONYL CHLORIDE 98%	5.00 g
000838-57-3	ETHYL 4-NITROBENZOYLACETATE	25.00 g
000865-86-1	1H,1H,2H,2H-PERFLUORODODECANOL	25.00 G
000868-26-8	DIMETHYL BROMOMALONATE 90% TECH	25.00 ml
000868-59-7	L-CYSTEINE ETHYL ESTER HYDROCHLORIDE	25.00 G
000868-63-3	N,N'-(1,2-DIHYDROXYETHYLENE)BISACRYLAMIDE	5.00 G
000869-19-2	GLYCYL-L-LEUCINE 99%	5.00 g
000872-31-1	3-BROMOTHIOPHENE 97%	100.00 g
000872-31-1	3-BROMOTHIOPHENE	5.00 G
000872-50-4	1-METHYL-2-PYRROLIDONE	250.00 ML
000872-50-4	1-METHYL-2-PYRROLIDINONE	1.00 L
000872-85-5	4-PYRIDINECARBOXALDEHYDE	25.00 G
000873-74-5	4-AMINOBENZONITRILE	10.00 G
000873-75-6	4-BROMOBENZYL ALCOHOL	10.00 G
000874-17-9	2,6-DIBROMO-4-CHLOROANILINE	100.00 G
000875-59-2	4'-HYDROXY-2'-METHYLACETOPHENONE 99%	25.00 g
000875-74-1	(R)-(-)-2-PHENYLGLYCINE 99%	100.00 g
000877-43-0	2,6-DIMETHYLQUINOLINE 98%	10.00 g
000879-18-5	1-NAPHTHOYL CHLORIDE	10.00 G
000881-07-2	8-NITROQUINALDINE 98%	5.00 g
000884-35-5	METHYL SYRINGATE	5.00 G
000886-35-1	3,5-BIS(TRIFLUOROMETHYL)PHENYLHYDRAZINE	5.00 G
000917-61-3	SODIUM CYANATE	5.00 G
000920-66-1	1,1,1,3,3,3-HEXAFLUORO-2-PROPANOL	25.00 G
000928-90-5	5-HEXYN-1-OL	5.00 G
000930-21-2	2-AZETIDINONE	5.00 G
000931-49-7	1-ETHYNYLCYCLOHEXENE	5.00 G
000932-16-1	2-ACETYL-1-METHYLPYRROLE	10.00 G
000932-66-1	1-ACETYL-1-CYCLOHEXENE	5.00 G
000937-20-2	2,4'-DICHLOROACETOPHENONE 99%	25.00 g
000937-39-3	PHENYLACETIC HYDRAZIDE	25.00 G
000937-62-2	P-TOLYL CHLOROFORMATE	5.00 G
000938-09-0	2-CHLOROETHYL PHENYL SULFONE	5.00 G
000939-26-4	2-(BROMOMETHYL)NAPHTHALENE	1.00 G
000940-31-8	2-PHENOXYPROPIONIC ACID	50.00 G
000941-69-5	N-PHENYLMALEIMIDE	25.00 G
000942-06-3	4,5-DICHLOROPHTHALIC ANHYDRIDE	25.00 G
000943-14-6	2-BROMO-5-NITROBENZOIC ACID	5.00 G
000947-84-2	2-BIPHENYLCARBOXYLIC ACID	5.00 G
000949-99-5	4-NITRO-L-PHENYLALANINE	5.00
000949-99-5	(S)-4-NITROPHENYLALANINE 98%	5.00 g
000951-55-3	5-METHYL-DL-TRYPTOPHAN	1.00 G
000951-55-3	5-METHYL-DL-TRYPTOPHAN HYDRATE 98%	1.00 g
000956-02-5	4'-CHLOROCHALCONE	5.00 G
001003-03-8	CYCLOPENTYLAMINE	25.00 ML
001003-09-4	2-BROMOTHIOPHENE 98%	250.00 g
001003-29-8	PYRROLE-2-CARBOXALDEHYDE	5.00 G
001003-98-1	2-BROMO-4-FLUORANILINE	40.00 G
001005-38-5	4-AMINO-6-CHLORO-2-(METHYLTHIO)PYRIMIDINE 97%	25.00 g
001006-23-1	5-NITROSO-2,4,6-TRIAMINOPYRIMIDINE	25.00 G
001007-15-4	3'-BROMO-4'-FLUOROACETOPHENONE	1.00 G
001009-11-6	4'-HYDROXYBUTYROPHENONE	5.00 G
001012-05-1	DL-HOMOPHENYLALANINE	2.50 g
001016-19-9	3,4,5-TRIMETHOXYPHENYL ISOCYANATE	1.00 G
001066-54-2	(TRIMETHYLSILYL)ACETYLENE	25.00 G
001067-74-9	METHYL DIETHYLPHOSPHONOACETATE	100.00 G
001068-57-1	ACETIC HYDRAZIDE	100.00 G

001068-90-2	DIETHYL ACETAMIDOMALONATE 98%	500.00 g
001069-31-4	DL-ORNITHINE MONOHYDROCHLORIDE 98+% ASSAY METHOD: BY TITRIMETRIC ANALY	25.00 g
001072-67-9	3-AMINO-5-METHYLISOXAZOLE	50.00 G

001072-82-8	3-ACETILPYRROLE	0.25 G
001072-83-9	2-ACETILPYRROLE	1.00 G
001072-97-5	2-AMINO-5-BROMOPYRIDINE	25.00 G
001072-98-6	2-AMINO-5-CHLOROPYRIDINE	25.00 G
001074-89-1	6-METHOXPURINE	1.00 G
001075-35-0	5-CHLORO-2-METHYLINDOLE 98% PLEASE ASK FOR BULK PRICES (1000-10KG+)	25.00 g
001075-49-6	4-VINYLBENZOIC ACID	5.00 G
001087-97-4	BENZOYLMALONIC ACID DIETHYL ESTER 95+% ASSAY METHOD: BY GAS CHROMATOGR	25.00 g
001099-45-2	(CARBETHOXYMETHYLENE)TRIPHENYLPHOSPHORANE	25.00 G
001100-88-5	BENZYLTRIPHENYLPHOSPHONIUM CHLORIDE	25.00 G
001112-67-0	TETRABUTYLAMMONIUM CHLORIDE	10.00 G
001113-59-3	3-BROMOPYRUVIC ACID HYDRATE 98%	25.00 g
001113-59-3	BROMOPYRUVIC ACID	10.00 G
001115-30-6	DIETHYL ACETYLSUCCINATE 95%	100.00 g
001115-30-6	DIETHYL ACETYLSUCCINATE	25.00 G
001116-98-9	TERT-BUTYL CYANOACETATE	100.00 G
001117-71-1	METHYL 4-BROMOCROTONATE	5.00 G
001117-86-8	1,2-OCTANEDIOL	10.00 G
001118-90-7	L-ALPHA-AMINOADIPIC ACID	5.00 g
001120-99-6	3-AMINO-1,2,4-TRIAZINE	10.00 G
001121-92-2	HEPTAMETHYLENEIMINE	10.00 G
001122-17-4	DICHLOROMALEIC ANHYDRIDE	100.00 G
001122-91-4	4-BROMOBENZALDEHYDE	25.00 G
001123-19-9	ALPHA-ACETYL-ALPHA-METHYL-GAMMA-BUTYROLACTONE 95%	50.00 g
001123-54-2	8-AZAADENINE	1.00 G
001125-60-6	5-AMINOISOQUINOLINE 99%	1.00 g
001126-81-4	4-ACETAMIDOTHIOPHENOL	1.00 G
001129-35-7	METHYL 4-CYANOENZOATE	5.00 G
001131-17-5	5-CHLORO-3-METHYL-1-PHENYLPYRAZOLE	10.00 g
001132-05-4	3-ALLYL-4-HYDROXYACETOPHENONE 99%	5.00 g
001132-26-9	ALPHA-METHYL-DL-PHENYLALANINE 98%	1.00 g
001134-36-7	2-AMINO-4-PHENYLPHENOL	1.00 G
001137-41-3	4-AMINOBENZOPHENONE	10.00 G
001147-43-9	2-AMINOBENZOPHENONE-2'-CARBOXYLIC ACID	1.00 G
001187-42-4	DIAMINOMALEONITRILE	100.00 G
001187-84-4	S-METHYL-L-CYSTEINE 97%	25.00 g
001191-99-7	2,3-DIHYDROFURAN	100.00 ML
001192-53-6	4,5-DICHLORO-1-METHYLIMIDAZOLE	10.00 g
001193-21-1	4,6-DICHLOROPYRIMIDINE 97% PURUM	25.00 g
001193-72-2	1-BROMO-2,4-DICHLOROBENZENE	5.00 G
001194-98-5	2,5-DIHYDROXYBENZALDEHYDE 98%	5.00 g
001197-19-9	4-(DIMETHYLAMINO)BENZONITRILE 98%	25.00 g
001198-51-2	3-(BROMOMETHYL)-5-CHLOROBENZO[B] THIOPHENE	10.00 g
001214-79-5	AMILORIDE, 5-(N,N-DIMETHYL)-, HYDROCHLORIDE	25.00 MG
001226-42-2	ANISIL	25.00 G
001305-78-8	CALCIUM OXIDE	100.00 G
001309-37-1	IRON(III) OXIDE	10.00 G
001314-80-3	PHOSPHORUS PENTASULFIDE	1.00 KG
001317-70-0	TITANIUM(IV) OXIDE	5.00 G
001318-93-0	MONTMORILLONITE KSF	100.00 G
001330-43-4	SODIUM TETRABORATE	2.00 KG
001398-61-4	CHITIN	100.00 G
001423-27-4	2-(TRIFLUOROMETHYL)PHENYLBORONIC ACID	10.00 G
001443-80-7	4-ACETYLBENZONITRILE	5.00 G
001444-05-9	DIETHYL BIS(2-CYANOETHYL)MALONATE 98+%	100.00 g
001445-69-8	PHTHALHYDRAZIDE	25.00 G
001445-73-4	1-METHYL-4-PIPERIDONE	100.00 ML
001448-98-2	CYANOACETYLUREA	5.00 G
001450-72-2	2'-HYDROXY-5'-METHYLACETOPHENONE 98%	50.00 g
001450-74-4	5'-CHLORO-2'-HYDROXYACETOPHENONE 99%	25.00 g
001450-75-5	5'-BROMO-2'-HYDROXYACETOPHENONE 98%	10.00 g
001454-53-1	ETHYL 1-BENZYL-4-OXO-3-PIPERIDINECARBOXYLATE HYDROCHLORIDE 95%	25.00 g
001457-47-2	3-ALLYLRHODANINE	5.00 G
001460-34-0	DL-3-METHYL-2-OXOVALERIC ACID	5.00 G
001462-12-0	DIETHYL ETHYLIDENEMALONATE 99%	25.00 g
001464-53-5	1,3-BUTADIENE DIEPDXIDE	5.00 G
001466-82-6	O-ACETYLSALICYLIC ANHYDRIDE 1,3-DIBROMOPYRONE 98%	5.00 G

001469-94-9	1-(2-HYDROXYPHENYL)-3-PHENYL-1,3-PROPANEDIONE 98%	10.00 g
001477-49-2	3-INDOLEGLYOXYLIC ACID	1.00 G
001477-55-0	OMEGA,OMEGA'-DIAMINO-M-XYLENE	100.00 G

001481-27-2	4-FLUORO-2-HYDROXYACETOPHENONE 98%	5.00 g
001483-07-4	ALBIZZIIN WHITE POWDER	1.00 g
001484-50-0	DESYL BROMIDE 97%	1.00 g
001489-69-6	CYCLOPROPANECARBOXALDEHYDE 98%	5.00 g
001492-24-6	(S)-(+)-2-AMINO-N-BUTYRIC ACID 99.0+% ASSAY METHOD: BY TITRIMETRIC ANA	5.00 g
001501-05-9	4-BENZOYLBUTYRIC ACID	5.00 G
001501-06-0	DIETHYL 2-ACETYLGLUTARATE 98%	100.00 g
001503-49-7	4-CYANOBENZOPHENONE	1.00 G
001515-75-9	METHYL 1,3-BUTADIENE-1-CARBOXYLATE	5.00 ML
001516-37-6	1-(2-METHOXYPHENYL)-2-THIOUREA	10.00 G
001519-21-7	2-PHENYLBUTYRIC ACID ANHYDRIDE	5.00 ML
001522-13-0	1,1,3-TRIPHENYLPROPARGYL ALCOHOL	5.00 G
001522-22-1	1,1,1,5,5,5-HEXAFLUORO-2,4-PENTANEDIONE	25.00 G
001522-46-9	ETHYL 2-ISOPROPYLACETOACETATE >90% PRACTICAL	100.00 ml
001522-88-9	PENTAERYTHRITOL TETRAIODIDE	10.00 G
001532-84-9	1-AMINOISOQUINOLINE 99%	1.00 g
001540-29-0	ETHYL 2-N-BUTYLACETOACETATE	25.00 g
001544-85-0	2,2-DIFLUORO-5-AMINOBENZODIOXOLE	25.00 G
001546-80-1	4-HYDROXY-2-TRIFLUOROMETHYLPYRIMIDINE	1.00 G
001551-06-0	2-ETHYLPYRROLE	1.00 G
001568-70-3	4-METHOXY-2-NITROPHENOL	5.00 G
001570-95-2	2-PHENYL-1,3-PROPANEDIOL	5.00 G
001571-08-0	METHYL 4-FORMYLBENZOATE 99%	5.00 g
001571-65-9	3-AMINO-4-HYDROXYBENZOIC ACID HYDROCHLORIDE 98%	5.00 g
001571-72-8	3-AMINO-4-HYDROXYBENZOIC ACID	5.00 G
001573-92-8	9-FLUORENONE-1-CARBOXYLIC ACID	1.00 G
001585-16-6	ALPHA2-CHLOROISODURENE	5.00 G
001603-02-7	2-HYDROXY-4,5,6-TRIAMINOPYRIMIDINE SULFATE	10.00 G
001606-49-1	1,4,5,6-TETRAHYDROPYRIMIDINE	5.00 G
001619-57-4	ETHYL 2,2-DIETHYLACETOACETATE 97%	25.00 g
001619-62-1	DIETHYL DIMETHYLMALONATE 97%	10.00 g
001620-98-0	3,5-DI-TERT-BUTYL-4-HYDROXYBENZALDEHYDE 97%	25.00 g
001625-91-8	4,4'-DI-TERT-BUTYLBIPHENYL	5.00 G
001631-26-1	N-BENZYLMALEIMIDE	5.00 G
001635-84-3	4,6-DIMETHYL-2-NITROANILINE	10.00 G
001636-27-7	DI-N-PROPYLMALONIC ACID 98%	25.00 g
001670-14-0	BENZAMIDINE HYDROCHLORIDE	5.00 G
001876-73-9	GAMMA-BENZYL L-GLUTAMATE 98%	5.00 g
001679-18-1	4-CHLOROPHENYLBORONIC ACID	14.00 G
001683-49-4	4[3-(TRIFLUOROMETHYL)PHENYL]-4-PIPERIDINOL HYDROCHLORIDE	25.00 G
001691-93-6	4-TRIFLUOROACETYL-3-METHYL-1-PHENYL-5-PYRAZOLONE 96+% ASSAY METHOD: BY	5.00 g
001694-31-1	TERT-BUTYL ACETOACETATE 97%	500.00 ml
001694-92-4	2-NITROBENZENESULFONYL CHLORIDE 97%	100.00 g
001701-18-4	4-HYDROXY-2-(TRIFLUOROMETHYL)QUINOLINE	2.00 G
001701-19-5	4-HYDROXY-8-METHYL-2-(TRIFLUOROMETHYL)QUINOLINE	5.00 G
001701-19-5	4-HYDROXY-8-METHYL-2-(TRIFLUOROMETHYL)QUINOLINE 97%	1.00 g
001701-22-0	6-BROMO-4-HYDROXY-2-(TRIFLUORO METHYL)QUINOLINE	5.00 G
001701-24-2	4-CHLORO-2-(TRIFLUOROMETHYL)QUINOLINE	5.00 G
001701-93-5	SILVER THIOCYANATE	50.00 G
001711-07-5	3-FLUOROBENZOYL CHLORIDE 98%	25.00 g
001719-88-6	3,4,5-TRIMETHOXYBENZOIC ANHYDRIDE	5.00 G
001722-10-7	3-CHLORO-6-METHOXPYRIDAZINE 95%	5.00 g
001722-10-7	3-CHLORO-6-METHOXPYRIDAZINE	5.00 G
001722-12-9	2-CHLOROPYRIMIDINE 95% REMAINDER 2-HYDROXPYRIMIDINE	50.00 g
001722-12-9	2-CHLOROPYRIMIDINE	10.00 G
001736-60-3	ALLYLPENTAFLUOROBENZENE	5.00 G
001736-70-5	3-(TRIFLUOROMETHYL)PHENYLTHIOUREA	5.00 G
001736-72-7	4-(TRIFLUOROMETHYL)PHENYLTHIOUREA	1.00 G
001759-28-0	4-METHYL-5-VINYLTIAZOLE	5.00 G
001765-40-8	2,3,4,5,6-PENTAFLUOROBENZYL BROMIDE	25.00 G
001771-65-9	2-METHYL-4-OXO-4-PHENYLBUTYRIC ACID	1.00 G
001775-95-7	2-AMINO-5-NITROBENZOPHENONE	25.00 G
001779-81-3	2-AMINO-2-THIAZOLINE	5.00 G
001780-31-0	2,4-DICHLORO-5-METHYLPYRIMIDINE 98%	5.00 g
001780-40-1	2,4,5,6-TETRACHLOROPYRIMIDINE	25.00 G
001780-40-1	2,4,5,6-TETRACHLOROPYRIMIDINE 97%	25.00 g

001830-54-2	DIMETHYL 1,3-ACETONEDICARBOXYLATE 96%	100.00 g
001830-54-2	DIMETHYL 1,3-ACETONEDICARBOXYLATE	25.00 G
001849-36-1	4-NITROTHIOPHENOL	5.00 G
001849-36-1	4-NITROTHIOPHENOL 80% TECH	1.00 g

001851-09-8	4-CHLOROPHENYLSULPHONYLACETONITRILE	5.00 G
001869-22-3	2-CHLORO-5-(TRIFLUOROMETHYL)PHENYL HYDRAZINE	10.00 G
001874-62-0	3-ETHOXY-1,2-PROPANEDIOL	1.00 G
001883-09-6	L-2,4-DIAMINOBTYRIC ACID DIHYDROCHLORIDE	5.00 G
001883-09-6	(S)-(+)-2,4-DIAMINOBTYRIC ACID HYDROCHLORIDE 98%	5.00 g
001885-29-6	ANTHRANILONITRILE	25.00 G
001885-35-4	3,4,5-TRIMETHOXYBENZONITRILE 95%	25.00 g
001889-78-7	2-BROMO-1-(4-CHLOROPHENYL)-2-PHENYLETHAN-1-ONE	5.00 g
001896-62-4	TRANS-4-PHENYL-3-BUTEN-2-ONE	5.00 G
001899-24-7	5-BROMO-2-FURALDEHYDE 97%	10.00 g
001899-24-7	5-BROMO-2-FURALDEHYDE	10.00 G
001927-25-9	DL-HOMOSERINE 99%	5.00 g
001939-99-7	ALPHA-TOLUENESULFONYL CHLORIDE 98%	5.00 g
001963-21-9	N-GLYCYL-L-VALINE 99%	5.00 g
001967-25-5	4-BROMOPHENYLUREA	1.00 G
001972-28-7	DIETHYL AZODICARBOXYLATE	25.00 G
001989-53-3	2,6-DIMETHOXYBENZOYL CHLORIDE	25.00 G
001998-66-9	4-BROMO-2,3,5,6-TETRAFLUOROANILINE	5.00 G
002001-29-8	BENZYL 4-BROMOPHENYL KETONE	1.00 G
002004-06-0	6-CHLOROPURINE RIBOSIDE 99+%	1.00 g
002014-83-7	2,6-DICHLOROBENZYL CHLORIDE	25.00 G
002021-58-1	3-(2-THIENYL)-DL-ALANINE 98+%	5.00 g
002033-45-6	3,5-DIMETHYL-4-IODOPYRAZOLE	5.00 G
002034-22-2	2,4,5-TRIBROMOIMIDAZOLE 97%	25.00 g
002034-22-2	2,4,5-TRIBROMOIMIDAZOLE	5.00 G
002039-86-3	3-BROMOSTYRENE	1.00 G
002040-10-0	4'-TERT-BUTYL-2',6'-DIMETHYLACETOPHENONE	1.00 G
002042-37-7	2-BROMOBENZONITRILE 99%	10.00 g
002043-47-2	1H,1H,2H,2H-PERFLUOROHEXAN-1-OL	25.00 G
002049-80-1	DIETHYL ALLYLMALONATE 95%	25.00 ml
002050-60-4	DIBUTYL OXALATE 99%	100.00 ml
002050-92-2	DIPENTYLAMINE	5.00 G
002051-49-2	HEXANOIC ANHYDRIDE	50.00 G
002051-98-1	5-BROMOACENAPHTHENE	5.00 G
002058-58-4	D-ASPARAGINE 99%	100.00 g
002065-66-9	METHYLTRIPHENYLPHOSPHONIUM IODIDE	25.00 G
002072-71-1	S-CARBAMYL-L-CYSTEINE	5.00 g
002075-45-8	4-BROMOPYRAZOLE 99%	10.00 g
002103-94-8	2-AMINO-4-(4-BROMOPHENYL)THIAZOLE	5.00 G
002105-94-4	4-BROMO-2-FLUOROPHENOL	5.00 G
002105-94-4	4-BROMO-2-FLUOROPHENOL 98%	25.00 g
002114-39-8	2-BROMO-1-PHENYLPROPANE	25.00 G
002127-09-5	2-MERCAPTO-5-NITROPYRIDINE	10.00 g
002142-63-4	3'-BROMOACETOPHENONE 99%	5.00 g
002147-61-7	3-HYDROXY-DL-KYNURENINE	250.00 MG
002160-63-6	5-BROMOTHIOPHENE-2-CARBOXALDEHYDE OXIME	5.00 g
002160-94-3	3-CYCLOHEXENE-1,1-DIMETHANOL	5.00 G
002163-48-6	DIETHYL PROPYLMALONATE 99%	100.00 g
002170-03-8	ITACONIC ANHYDRIDE	100.00 G
002177-63-1	L-ASPARTIC ACID 4-BENZYL ESTER >99% PURISSIMUM	5.00 g
002187-07-7	DL-2-AMINO-N-CAPRYLIC ACID 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
002196-13-6	ISOTHIONICOTINAMIDE	5.00 G
002231-57-4	THIOCARBOHYDRAZIDE	25.00 G
002237-30-1	3-AMINOBENZONITRILE	50.00 G
002240-88-2	3,3,3-TRIFLUOROPROPAN-1-OL	5.00 G
002243-42-7	2-PHENOXYBENZOIC ACID	5.00 G
002251-79-8	5[4-(TRIFLUOROMETHYL)PHENYL]-1H-TETRAZOLE	10.00 G
002252-51-9	2-CHLORO-4-FLUOROBENZOIC ACID	25.00 G
002265-93-2	2,4-DIFLUORO-1-IODOBENZENE	25.00 G
002295-31-0	2,4-THIAZOLIDINEDIONE	25.00 G
002295-31-0	2,4-THIAZOLIDINEDIONE 90% TECH	25.00 g
002298-07-9	1-AMINO-4-BROMONAPHTHALENE 97%	25.00 g
002305-79-5	4,5,6,7-TETRAHYDROINDAZOLE	5.00 G
002312-23-4	3-CHLOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
002315-86-8	3-BROMO-4-HYDROXYBENZONITRILE 98% PLEASE ASK FOR BULK PRICES (250G-25K)	25.00 g
002370-61-8	DL-O-TYROSINE 98+%	1.00 g

002373-51-5	CHLOROMETHYL METHYL SULFIDE	25.00 G
002374-03-0	4-AMINO-3-HYDROXYBENZOIC ACID	5.00 G
002374-05-2	4-BROMO-2,6-DIMETHYLPHENOL 99%	5.00 g
002378-08-7	FLUOROPENTACHLOROACETONE	1.00 G

002382-96-9	2-MERCAPTOBENZOXAZOLE	10.00 G
002386-25-6	3-ACETYL-2,4-DIMETHYLPYRROLE	1.00 G
002386-60-9	1-BUTANESULFONYL CHLORIDE 98%	5.00 g
002396-68-1	4-TERT-BUTYLTHIOPHENOL 97+% ASSAY METHOD: BY GAS CHROMATOGRAPHY	10.00 g
002398-37-0	3-BROMOANISOLE	5.00 G
002426-02-0	3,4,5,6-TETRAHYDROPHTHALIC ANHYDRIDE	10.00 G
002439-55-6	N-METHYLOCTADECYLAMINE	5.00 G
002450-71-7	PROPARGYLAMINE	5.00 G
002457-47-8	3,5-DICHLOROPYRIDINE	100.00 G
002457-47-8	3,5-DICHLOROPYRIDINE 98%	100.00 g
002478-38-8	3',5'-DIMETHOXY-4'-HYDROXYACETOPHENONE	5.00 G
002491-17-0	1-CYCLOHEXYL-3-(2-MORPHOLINOETHYL)CARBODIIMIDE METHO-P-TOLUENESULFONAT	25.00 G
002491-20-5	L-ALANINE METHYL ESTER HYDROCHLORIDE 99%	5.00 g
002498-50-2	4-AMINOBENZAMIDINE DIHYDROCHLORIDE	10.00 G
002507-55-3	2-HYDROXYTETRADECANOIC ACID 97%	5.00 g
002511-19-5	DIMETHYL ETHANEPHOSPHONITE	5.00 G
002516-93-0	2-BUTOXYACETIC ACID 99+%	1.00 g
002524-67-6	4-MORPHOLINOANILINE	5.00 G
002527-99-3	METHYL 5-BROMO-2-FUROATE	10.00 g
002528-00-9	ETHYL 5-(CHLOROMETHYL)-2-FURANCARBOXYLATE	5.00 G
002533-69-9	METHYL 2,2,2-TRICHLOROACETIMIDATE	25.00 G
002533-69-9	METHYL 2,2,2-TRICHLOROACETIMIDATE 98%	25.00 g
002544-06-1	3-METHOXYPROPIONIC ACID 96%	10.00 ml
002564-83-2	TEMPO	5.00 G
002567-14-8	1,1,3-TRICHLOROPROPENE	2.00 G
002578-28-1	D,L-SELENOMETHIONINE 99+%	1.00 g
002582-30-1	AMINOGUANIDINE BICARBONATE	100.00 G
002583-25-7	ALLYLMALONIC ACID >98% PURUM	10.00 g
002589-71-1	4'-HYDROXYVALEROPHENONE 98.0+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
002589-73-3	4-HYDROXYOCTANOPHENONE 99%	5.00 g
002591-86-8	1-FORMYLPYPERIDINE	100.00 G
002612-02-4	5-METHOXYSALICYLIC ACID 98%	50.00 g
002613-89-0	PHENYLMALONIC ACID 98%	100.00 g
002619-88-7	16-HEXADECANOYL HYDRAZIDE	1.00 G
002623-91-8	(R)-(-)-2-AMINO-N-BUTYRIC ACID 98+% ASSAY METHOD: BY TITRIMETRIC ANALY	5.00 g
002629-54-1	DL-3-FLUOROPHENYLALANINE	5.00 G
002629-54-1	DL-3-FLUOROPHENYLALANINE 98%	5.00 g
002629-55-2	O-FLUORO-DL-PHENYLALANINE	1.00 G
002632-10-2	3,4-DICHLOROPHENACYL BROMIDE	5.00 G
002635-13-4	4-BROMO-1,2-(METHYLENEDIOXY)BENZENE	5.00 G
002646-30-2	4-BROMOPHENYLTHIOUREA	2.00 G
002651-15-2	N-(BIS(METHYLTHIO)METHYLENE)-P-TOLUENESULFONAMIDE	25.00 G
002657-25-2	4'-HYDROXYCHALCONE	25.00 G
002700-22-3	BENZYLIDENEMALONONITRILE	5.00 G
002712-78-9	(BIS(TRIFLUOROACETOXY)IODO)BENZENE	50.00 G
002713-31-7	2,5-DIFLUOROPHENOL	5.00 G
002719-27-9	CYCLOHEXANECARBONYL CHLORIDE	25.00 G
002736-40-5	2-ETHYLBUTYRYL CHLORIDE	25.00 G
002756-85-6	1-AMINOCYCLOHEXANECARBOXYLIC ACID	25.00 G
002767-84-2	D-CAMPHOROQUINONE 98%	25.00 g
002792-72-5	5,5,5-TRIFLUORO-DL-LEUCINE 97%	1.00 g
002799-07-7	S-TRITYL-L-CYSTEINE 97% PROTECTED CYSTEINE FOR PEPTIDE SYNTHESIS	5.00 g
002835-06-5	DL-2-PHENYLGLYCINE 98.0+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	500.00 g
002835-81-6	DL-2-AMINOBUTYRIC ACID 99+%	100.00 g
002835-82-7	DL-3-AMINOBUTYRIC ACID	25.00 G
002835-97-4	2-AMINO-M-CRESOL	5.00 G
002835-98-5	6-AMINO-M-CRESOL	10.00 G
002836-32-0	GLYCOLIC ACID SODIUM SALT 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
002845-78-5	5-AMINO-4-BROMO-3-PHENYLPYRAZOLE	10.00 g
002845-78-5	3-AMINO-4-BROMO-5-PHENYLPYRAZOLE	5.00 G
002858-20-0	4-AMINO-5-CHLORO-2,6-DIMETHYLPYRIMIDINE 98%	25.00 g
002859-67-8	3-PYRIDINEPROPANOL 99%	25.00 g
002869-34-3	TRIDECYLAMINE	5.00 G
002873-18-9	2-BROMO-5-CHLOROTHIOPHENE 95%	25.00 g
002879-20-1	1,4-BENZODIOXAN-6-YL METHYL KETONE	1.00 G
002905-62-6	3,5-DICHLOROBENZOYL CHLORIDE	5.00 G
	3-ISOPROPDXYPROPYLAMINE	

002904-18-9	3-FLUOROPHENYLHYDRAZINE HYDROCHLORIDE	3.5000 ML
002935-35-5	L-(+)-ALPHA-PHENYLGLYCINE 98+%	25.00 g
002942-58-7	DIETHYL CYANOPHOSPHONATE	25.00 G

002942-59-8	2-CHLORONICOTINIC ACID	10.00 G
002946-39-6	8-BROMOADENOSINE 98%	1.00 g
002973-19-5	2-CHLOROMETHYL-4-NITROPHENOL 96%	10.00 g
002973-76-4	5-BROMOVANILLIN	25.00 G
002973-77-5	3,5-DIBROMO-4-HYDROXYBENZALDEHYDE 98%	25.00 g
002987-53-3	2-(METHYLMERCAPTO)ANILINE	25.00 G
002989-98-2	3-BROMOPHENYLUREA	1.00 G
003011-34-5	4-HYDROXY-3-NITROBENZALDEHYDE 97%	25.00 g
003011-34-5	4-HYDROXY-3-NITROBENZALDEHYDE	25.00 G
003025-95-4	N-ACETYL-BETA-ALANINE	2.00 g
003031-66-1	3-HEXYNE-2,5-DIOL	100.00 G
003033-82-7	8-CHLOROQUINALDINE 97%	5.00 g
003034-38-6	4-NITROIMIDAZOLE	25.00 G
003034-50-2	4(5)-IMIDAZOLECARBOXALDEHYDE	5.00 G
003034-50-2	4(5)-IMIDAZOLECARBOXALDEHYDE 98%	5.00 g
003038-48-0	(ALPHA,ALPHA,ALPHA-TRIFLUORO-O-TOLYL)ACETIC ACID	5.00 G
003044-56-2	ETHYL 3,4,5-TRIMETHOXYBENZOYLACETATE	2.50 g
003060-50-2	2,2-DIPHENYLGLYCINE 98%	5.00 g
003060-50-2	2,2-DIPHENYLGLYCINE	5.00 G
003112-46-7	MESITYLGLYOXYLIC ACID	5.00 G
003128-07-2	6-OXOHEPTANOIC ACID	0.50 G
003141-24-0	2,3,5-TRIBROMOTHIOPHENE 98%	100.00 g
003141-25-1	2,3,4-TRIBROMOTHIOPHENE	5.00 G
003141-26-2	3,4-DIBROMOTHIOPHENE 99%	25.00 g
003141-27-3	2,5-DIBROMOTHIOPHENE 95%	100.00 g
003152-12-3	2,2'-DICHLOROBENZILIC ACID 98+%	10.00 g
003153-44-4	3-(4-METHOXYBENZOYL)PROPIONIC ACID	5.00 G
003171-45-7	4,5-DIMETHYL-1,2-PHENYLENEDIAMINE 99%	25.00 g
003171-45-7	4,5-DIMETHYL-1,2-PHENYLENEDIAMINE	5.00 G
003172-52-9	2,5-DICHLOROTHIOPHENE 98%	100.00 g
003182-95-4	(S)-(-)-2-AMINO-3-PHENYL-1-PROPANOL	1.00 G
003184-13-2	L-ORNITHINE MONOHYDROCHLORIDE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYS	25.00 g
003188-00-9	2-METHYLTETRAHYDROFURAN-3-ONE	25.00 G
003194-70-5	2-VINYL-4,6-DIAMINO-1,3,5-TRIAZINE	25.00 G
003195-24-2	DIETHYL DIALLYLMALONATE 98%	25.00 g
003195-78-6	N-METHYL-N-VINYLAACETAMIDE	100.00 ML
003196-73-4	BETA-ALANINE METHYL ESTER HYDROCHLORIDE >98% PURUM	10.00 g
003249-68-1	ETHYL BUTYRYLACETATE 98%	100.00 g
003268-49-3	3-(METHYLTHIO)PROPIONALDEHYDE	5.00 ML
003272-08-0	4-HYDROXY-3-NITROBENZONITRILE 98%	25.00 g
003296-90-0	2,2-BIS(BROMOMETHYL)-1,3-PROPANEDIOL	1.00 KG
003312-60-5	N-(3-AMINOPROPYL)CYCLOHEXYLAMINE	25.00 G
003321-92-4	3',5'-DICHLORO-2'-HYDROXYACETOPHENONE 99%	25.00 g
003332-29-4	O-ETHYLHYDROXYLAMINE HYDROCHLORIDE	5.00 G
003343-45-1	(4-BROMOBENZOYL)METHANOL	25.00 g
003374-22-9	DL-CYSTEINE 97%	50.00 g
003375-31-3	PALLADIUM(II) ACETATE	1.00 G
003383-72-0	1-(2-CHLOROETHOXY)-4-NITROBENZENE	25.00 G
003394-05-6	3-HYDROXYPHENYLTHIOUREA	2.00 G
003398-16-1	4-BROMO-3,5-DIMETHYLPYRAZOLE 98%	25.00 g
003398-16-1	4-BROMO-3,5-DIMETHYLPYRAZOLE	10.00 G
003419-32-7	ETHYL 6-METHYL-2-OXO-3-CYCLOHEXENE-1-CARBOXYLATE 95% MIXTURE OF ISOMER	5.00 g
003419-32-7	ETHYL 6-METHYL-2-OXO-3-CYCLOHEXENE-1-CARBOXYLATE	1.00 G
003430-21-5	2-AMINO-5-BROMO-3-METHYLPYRIDINE	1.00 G
003433-37-2	2-PIPERIDINEMETHANOL	25.00 G
003433-80-5	2-BROMOBENZYL BROMIDE	100.00 G
003457-48-5	4,4'-DIMETHYLBENZIL	25.00 G
003460-55-7	4-CYANOPHENYLTHIOUREA	5.00 G
003469-69-0	4-IODOPYRAZOLE 99%	10.00 g
003516-87-8	ETHYL (PENTAFLUOROBENZOYL)ACETATE 98%	1.00 g
003558-17-6	3-FORMYL-2-METHYL-5-NITROINDOLE	2.50 G
003584-66-5	5-CHLORO-2-(TRICHLOROMETHYL)BENZIMIDAZOLE 95%	5.00 g
003619-22-5	P-TOLUIC HYDRAZIDE	25.00 G
003622-23-9	2,6-DICHLOROBENZOTHIAZOLE 96%	5.00 g
003639-21-2	2-ETHYL-2-HYDROXYBUTYRIC ACID 99%	25.00 g
003663-80-7	1,4-BENZODIOXAN-2-CARBOXYLIC ACID	2.50 g
003682-14-2	4-AMINOPHTHALHYDRAZIDE	5.00 G

003694-52-8	3-NITRO-O-PHENYLENEDIAMINE	1.00 G
003695-24-7	3-HYDROXY-4-METHOXYMANDELIC ACID >95% PRACTICAL	5.00 g
003696-22-8	1-(4-NITROPHENYL)-2-THIOUREA	5.00 G

003702-98-5	4,4,4-TRICHLOROACETOACETIC ACID ETHYL ESTER 97+% ASSAY METHOD: BY GAS	10.00 g
003709-18-0	2,2,5-TRIMETHYL-1,3-DIOXANE-4,6-DIONE	25.00 G
003709-18-0	2,2,5-TRIMETHYL-1,3-DIOXANE-4,6-DIONE 98%	25.00 g
003724-43-4	CHLOROMETHYLENE DIMETHYLAMMONIUM CHLORIDE	5.00 G
003724-43-4	(CHLOROMETHYLENE)DIMETHYLAMMONIUM CHLORIDE	5.00 G
003731-51-9	2-(AMINOMETHYL)PYRIDINE	5.00 G
003731-52-0	3-(AMINOMETHYL)PYRIDINE	5.00 G
003739-30-8	2-HYDROXY-2-METHYLBUTYRIC ACID 98%	25.00 g
003779-29-1	DIETHYL CYCLOBUTANE-1,1-DICARBOXYLATE >98% PURUM	25.00 ml
003840-31-1	3,4,5-TRIMETHOXYBENZYL ALCOHOL	10.00 G
003848-24-6	2,3-HEXANEDIONE 90% TECH	100.00 g
003853-80-3	(+/-)-2-ACETOXYPROPIONIC ACID >98% PURUM	5.00 ml
003863-11-4	3,4-DIFLUOROANILINE 99%	25.00 g
003878-55-5	MONO-METHYL SUCCINATE 95%	25.00 g
003879-08-1	4-HYDROXYBUTYRIC ACID HYDRAZIDE	5.00 G
003900-89-8	2-CHLOROBENZENEBOBORONIC ACID	5.00 G
003926-62-3	SODIUM CHLOROACETATE	1.00 KG
003934-20-1	2,4-DICHLOROPYRIMIDINE 99%	50.00 g
003934-20-1	2,4-DICHLOROPYRIMIDINE	50.00 G
003939-01-3	METHYL 1-BENZYL-4-OXO-3-PIPERIDINECARBOXYLATE HYDROCHLORIDE 95%	100.00 g
003946-29-0	3,4'-DICHLOROPROPIOPHENONE	10.00 G
003955-58-6	PHENYLETHYLTHIOUREA	50.00 G
003958-03-0	TETRABROMOTHIOPHENE 99%	25.00 g
003958-57-4	3-NITROBENZYL BROMIDE	5.00 G
003963-62-0	2,2-DIPHENYLETHYLAMINE	5.00 G
003963-62-0	2,2-DIPHENYLETHYLAMINE	5.00 G
003972-65-4	1-BROMO-4-TERT-BUTYLBENZENE	5.00 G
003977-29-5	2-AMINO-4-HYDROXY-6-METHYLPYRIMIDINE	25.00 G
003984-34-7	3-(4-CHLOROBENZOYL)PROPIONIC ACID	10.00 G
004005-51-0	2-AMINO-1,3,4-THIADIAZOLE	50.00 G
004008-48-4	8-HYDROXY-5-NITROQUINOLINE 96%	5.00 g
004009-98-7	(METHOXYMETHYL)TRIPHENYLPHOSPHONIUM CHLORIDE 97%	100.00 g
004016-63-1	8-BROMOGUANOSINE	25.00 G
004016-63-1	8-BROMOGUANOSINE CRYSTALLINE	50.00 g
004017-56-5	ETHYL 2-OXO-1-CYCLOOCTANECARBOXYLATE 97%	5.00 g
004027-57-0	ETHYL 3-METHYLPYRAZOLE-5-CARBOXYLATE	0.25 G
004043-87-2	DL-PIPECOLINIC ACID 98%	25.00 g
004075-59-6	THIOPHENE-2-GLYOXYLIC ACID	25.00 G
004088-84-0	2-FLUORO-5-(TRIFLUOROMETHYL)BENZONITRILE	10.00 G
004107-62-4	3-CYANOPROPIONIC ACID METHYL ESTER	25.00 ML
004107-65-7	2,4-DIMETHOXYBENZONITRILE 99%	10.00 g
004114-31-2	ETHYL CARBAZATE 97%	50.00 g
004122-04-7	2-AMINO-1,3,5-TRIAZINE	5.00 G
004149-06-8	3-AMINO-1-PHENYL-2-PYRAZOLIN-5-ONE 99+%	25.00 g
004160-63-8	2-(4-METHOXYBENZOYL)THIOPHENE	10.00 G
004194-40-5	3,3'-DIAMINO-4,4'-DIHYDROXYBIPHENYL	10.00 G
004214-74-8	2-AMINO-3,5-DICHLOROPYRIDINE	25.00 G
004214-75-9	2-AMINO-3-NITROPYRIDINE	25.00 G
004227-95-6	IODOMETHANE-13C	5.00 G
004229-44-1	N-METHYLHYDROXYLAMINE HYDROCHLORIDE	10.00 G
004232-72-8	(4-METHYL-2,3,5,6-TETRAFLUOROPHENYL)HYDRAZINE	1.00 G
004252-78-2	2,2',4'-TRICHLOROACETOPHENONE 97%	25.00 g
004282-40-0	1-IODOHEPTANE	50.00 G
004295-06-1	4-CHLOROQUINALDINE	25.00 G
004316-93-2	4,6-DICHLORO-5-NITROPYRIMIDINE >98% PURUM	25.00 g
004316-93-2	4,6-DICHLORO-5-NITROPYRIMIDINE 97+%	1.00 g
004324-38-3	3-ETHOXYPROPIONIC ACID 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 ml
004332-51-8	BENZYL 2-CHLOROETHYL SULPHIDE	5.00 G
004350-09-8	L-5-HYDROXYTRYPTOPHAN 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	5.00 g
004362-40-7	4-(CHLOROMETHYL)-2,2-DIMETHYL-1,3-DIOXOLANE	25.00 G
004363-93-3	4-QUINOLINECARBOXALDEHYDE 97% CONTAINS APPROX 3% LEPIDINE	10.00 g
004371-64-6	N-HEXADECYLMALONIC ACID 97%	5.00 g
004393-16-2	4-METHYLSULPHONYLBENZYLAMINE HYDROCHLORIDE	2.00 G
004399-47-7	CYCLOBUTYL BROMIDE	1.00 G
004405-13-4	GLYOXAL HYDRATE (TRIMER)	100.00 G
004421-08-3	4-HYDROXY-3-METHOXYBENZONITRILE 98%	25.00 g

004421-09-4	THIOPENTHRINE 97%	
004422-95-1	1,3,5-BENZENETRICARBONYL TRICHLORIDE	25.00 G
004426-47-5	N-BUTANEBORONIC ACID	1.00 G
004426-47-5	BUTYLBORONIC ACID	5.00 G

004457-32-3	4-NITROBENZYL CHLOROFORMATE	5.00 G
004502-10-7	2'-AMINO-3'-HYDROXYACETOPHENONE	1.00 G
004506-66-5	1,2,4,5-TETRAAMINOBENZENE TETRAHYDROCHLORIDE >90% ASSAY METHOD: TLC	5.00 g
004525-33-1	DIMETHYL PYROCARBONATE	25.00 G
004556-23-4	4-MERCAPTOPYRIDINE 95%	10.00 g
004559-96-0	4'-BROMO-4-CHLOROBUTYROPHENONE 98%	25.00 g
004595-59-9	5-BROMOPYRIMIDINE	50.00 G
004595-60-2	2-BROMOPYRIMIDINE 98+%	25.00 g
004616-63-1	N-PROPARGYLOXYPTHALIMIDE	5.00 G
004619-20-9	3-(4-METHYLBENZOYL)PROPIONIC ACID	5.00 G
004619-66-3	METHYL 2-ACETYLACETOACETATE >97% PURUM	500.00 ml
004621-66-3	THIONICOTINAMIDE	25.00 G
004629-54-3	1,4-BENZODIOXAN-6-YLBROMOMETHYLKETONE	2.50 g
004637-24-5	N,N-DIMETHYLFORMAMIDE DIMETHYL ACETAL 97%	100.00 ml
004648-54-8	AZIDOTRIMETHYLSILANE	50.00 G
004654-39-1	4-BROMOPHENETHYL ALCOHOL	10.00 G
004664-08-8	3,4-PYRIDINEDICARBOXYLIC ANHYDRIDE 97%	1.00 g
004693-91-8	4-METHOXYPHENYLACETYL CHLORIDE	10.00 G
004701-17-1	5-BROMO-2-THIOPHENECARBOXALDEHYDE 95%	100.00 g
004707-24-8	4-BROMO-2,3,5,6-TETRAFLUOROBENZOIC ACID 98%	5.00 g
004743-82-2	3-ACETYLACRYLIC ACID	5.00 G
004752-10-7	1,4-DICHLOROPHTHALAZINE 98%	5.00 g
004755-81-1	METHYL 2-CHLOROACETOACETATE 95%	25.00 g
004774-14-5	2,6-DICHLOROPYRAZINE 90% TECH	5.00 g
004779-94-6	NORPHENYLEPHRINE HYDROCHLORIDE	10.00 G
004841-84-3	DIMETHYL CIS-1,2,3,6-TETRAHYDROPTHALATE	1.00 G
004057-04-9	2-(CHLOROMETHYL)BENZIMIDAZOLE	5.00 G
004857-06-1	2-CHLOROBENZIMIDAZOLE 90% TECH	25.00 g
004909-78-8	N,N-DIMETHYLFORMAMIDE DINEOPENTYL ACETAL	50.00 G
004920-81-4	3-HYDROXYANTHRANILIC ACID HYDROCHLORIDE	1.00 G
004946-14-9	4-ISOPROPYLTHIOPHENOL 98%	5.00 g
004971-56-6	TETRONIC ACID	25.00 G
004981-63-9	4-CHLOROBUTYROPHENONE 96%	25.00 g
004998-57-6	DL-HISTIDINE 98%	25.00 g
005000-44-2	PHENYLSULPHONYLACETONE	5.00 G
005000-48-6	4-CHLOROPHENYLSULFONYLACETONE	5.00 G
005006-62-2	ETHYL NIPECOTATE	25.00 G
005006-66-6	6-HYDROXYNICOTINIC ACID	100.00 G
005034-74-2	5-BROMO-2-HYDROXY-3-METHOXYBENZALDEHYDE 97%	25.00 g
005035-82-5	METHYL 3,4,5-TRIMETHOXYANTHRANILATE	5.00 G
005036-48-6	1-(3-AMINOPROPYL)IMIDAZOLE 98%	50.00 g
005042-30-8	2,2,2-TRIFLUOROETHYLHYDRAZINE 70 WT% SOLUTION IN WATER	5.00 g
005067-23-2	1-(5-CHLORO-2-HYDROXY-4-METHYLPHENYL)-3-PHENYL-1,3-PROPANEDIONE 98%	5.00 g
005067-24-3	1-(5-BROMO-2-HYDROXYPHENYL)-3-PHENYL-1,3-PROPANEDIONE 97%	5.00 g
005067-25-4	1-(5-CHLORO-2-HYDROXYPHENYL)-3-PHENYL-1,3-PROPANEDIONE 98%	5.00 g
005100-34-5	ETHYL 3-ISOCYANATOPROPIONATE	5.00 G
005122-82-7	1-ADAMANTYL BROMOMETHYL KETONE	5.00 G
005203-01-0	DIETHYL 2-(4-CHLOROPHENYLAMINO)MALONATE TECH	10.00 g
005267-64-1	(R)-(+)-2-AMINO-3-PHENYL-1-PROPANOL	5.00 G
005292-43-3	TERT-BUTYL BROMOACETATE	50.00 G
005292-53-5	DIETHYL BENZALMALONATE 98%	100.00 g
005315-25-3	2-BROMO-6-METHYLPYRIDINE	10.00 G
005325-04-2	3,5-DIMETHYL-4-HYDROXYACETOPHENONE	10.00 g
005326-27-2	2-HYDRAZINOBENZOIC ACID	10.00 G
005331-91-9	5-CHLORO-2-MERCAPTOBENZOTHIAZOLE 98%	25.00 g
005332-24-1	3-BROMOQUINOLINE	25.00 G
005333-27-7	4-METHYL-3-NITROACETOPHENONE >97% PURUM	25.00 g
005336-48-1	ETHYL 1-TERT-BUTYLPYRROLIDIN-2,3-DIONE-4-CARBOXYLATE	10.00 g
005343-92-0	1,2-PENTANEDIOL	5.00 ML
005344-82-1	1-(2-CHLOROPHENYL)-2-THIOUREA	25.00 G
005348-42-5	4,5-DICHLORO-1,2-PHENYLENEDIAMINE	5.00 G
005350-93-6	5-A MINO-2-C HLOROPYRI DI NE	5.00 G
005351-23-5	P-HYDROXYBENZOIC ACID HYDRAZIDE	10.00 G
005370-25-2	2-ACETYL-5-BROMOTHIOPHENE	10.00 g
005370-25-2	2-ACETYL-5-BROMOTHIOPHENE 99%	25.00 g
005382-16-1	4-HYDROXYPIPERIDINE	5.00 G

005390-04-5	4-PENTYN-1-OL	5.00 G
005391-30-0	2-BROMOPHENYLTHIOUREA	1.00 G
005392-10-9	6-BROMOVERATRALDEHYDE 98%	25.00 g
005396-89-4	BENZYL ACETOACETATE 98%	250.00 g

005424-21-5	2,4-DICHLORO-6-METHYLPYRIMIDINE	25.00 G
005424-21-5	2,4-DICHLORO-6-METHYLPYRIMIDINE 98%	25.00 g
005428-02-4	2-NITRO-2-PHENYLPROPANE-1,3-DIOL	25.00 G
005428-48-8	5-CHLORO-2-METHYLPHENYLUREA	1.00 G
005437-67-2	DIMETHYL NITROMALONATE 98%	25.00 g
005438-36-8	5-IODOVANILLIN	5.00 G
005440-42-6	DIETHYL ALPHA-ACETAMIDO-ALPHA-(2-CYANOETHYL)MALONATE	5.00 g
005445-51-2	1,1-CYCLOBUTANEDICARBOXYLIC ACID 99%	25.00 g
005446-18-4	2,4-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
005453-80-5	5-NORBORNENE-2-CARBOXALDEHYDE	25.00 G
005456-63-3	TRANS-2-AMINOCYCLOHEXANOL HYDROCHLORIDE	5.00 G
005459-93-8	N-ETHYLCYCLOHEXYLAMINE	500.00 ML
005461-32-5	2-NITROPHENYLPYRUVIC ACID	25.00 G
005465-65-6	4-CHLORO-3-NITROACETOPHENONE 97%	5.00 g
005466-84-2	4-NITROPHTHALIC ANHYDRIDE	5.00 G
005469-19-2	5-BROMO-1,2,4-TRIMETHYLBENZENE	25.00 G
005469-69-2	3-AMINO-6-CHLOROPYRIDAZINE	25.00 g
005470-18-8	2-CHLORO-3-NITROPYRIDINE	5.00 G
005518-52-5	TRIS(2-FURYL)PHOSPHINE	1.00 G
005520-66-1	4-DIETHYLAMINOACETOPHENONE	1.00 G
005524-57-2	ETHYL MESITYLGLYOXYLATE	17.00 G
005600-21-5	2-AMINO-4-CHLORO-6-METHYLPYRIMIDINE 98%	25.00 g
005617-70-9	6,6-DIMETHYL-5,7-DIOXASPIRO(2.5)OCTANE-4,8-DIONE 99%	5.00 g
005817-70-9	6,6-DIMETHYL-5,7-DIOXASPIRO(2.5)OCTANE-4,8-DIONE	5.00 G
005617-74-3	3-OXABICYCLO(3.1.0)HEXANE-2,4-DIONE	1.00 G
005617-92-5	CHRYSANTHEMYL ALCOHOL	5.00 G
005619-04-5	DL-SERINE METHYL ESTER HYDROCHLORIDE 99%	10.00 g
005720-06-9	2-METHOXYBENZENEBORONIC ACID	5.00 G
005720-06-9	2-METHOXYPHENYLBORONIC ACID 95%	5.00 g
005731-01-1	4-(4-BROMOPHENYL)ACETOPHENONE	25.00 G
005785-06-8	M-ANISIC HYDRAZIDE	5.00 G
005788-17-0	METHYL TRANS-3-METHOXYACRYLATE	100.00 ML
005794-13-8	L-ASPARAGINE, MONOHYDRATE	25.00 G
005794-24-1	D-ASPARAGINE, MONOHYDRATE 99+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
005794-88-7	2-AMINO-5-BROMOBENZOIC ACID	5.00 G
005807-14-7	1,3,4,6,7,8-NEXAHYDRO-2H-PYRIMIDO(1,2-A)PYRIMIDINE	5.00 G
005810-11-7	2-CHLORO-N,N-DIMETHYLACETOACETAMIDE	50.00 ML
005814-06-2	2,4-DICHLOROBENZHYDRAZIDE	1.00 G
005819-40-9	3-AMINO-4-BROMO-5-METHYLISOXAZOLE	10.00 g
005834-17-3	3-AMINO-2-METHOXYDIBENZOFURAN	25.00 G
005848-24-8	S-METHYL N-CYANO-N'-METHYLCARBAMIMIDOTHIOATE	25.00 G
005900-58-3	METHYL 2-AMINO-4-CHLOROBENZOATE	10.00 G
005933-32-4	4-BROMOBENZOIC HYDRAZIDE	25.00 G
005934-29-2	1'-(+)-HISTIDINE HYDROCHLORIDE MONOHYDRATE 98%	100.00 g
005949-29-1	CITRIC ACID, MONOHYDRATE	1.00 KG
005984-56-5	ISONIPECOTIC ACID HYDROCHLORIDE 97% APP: ALMOST WHITE POWDER	25.00 g
005993-91-9	2-(AMINOMETHYL)BENZIMIDAZOLE DIHYDROCHLORIDE 96%	5.00 g
006000-43-7	GLYCINE HYDROCHLORIDE 98%	100.00 g
006027-21-0	D-HOMOSERINE	1.00 g
006065-59-4	DIETHYL PENTYLMALONATE >98% PURUM	50.00 ml
006065-82-3	ETHYL DIETHOXYACETATE 98%	100.00 g
006084-58-8	O-ISOBUTYLHYDROXYLAMINE HYDROCHLORIDE	1.00 G
006089-04-9	TETRAHYDRO-2-(2-PROPYNYLOXY)-2H-PYRAN	25.00 G
006089-09-4	4-PENTYNOIC ACID	1.00 G
006112-76-1	6-MERCAPTOPURINE MONOHYDRATE	5.00 G
006117-80-2	CIS-2-BUTENE-1,4-DIOL	100.00 ML
006156-78-1	MANGANESE(II) ACETATE TETRAHYDRATE	25.00 G
006159-05-3	1,1'-DIHEPTYL-4,4'-BIPYRIDINIUM DIBROMIDE	2.00 G
006160-65-2	1,1'-THIOCARBONYLDIIMIDAZOLE	5.00 G
006163-58-2	TRI(O-TOLYL)PHOSPHINE	10.00 G
006165-68-0	2-THIOPHENEBOBORONIC ACID	5.00 g
006165-68-0	THIOPHENE-2-BORONIC ACID	5.00 G
006165-69-1	3-THIOPHENEBOBORONIC ACID 95%	5.00 g
006228-25-7	1,3-DIOXANE-5,5-DIMETHANOL	25.00 G
006232-88-8	ALPHA-BROMO-P-TOLUIC ACID	5.00 G
006236-09-5	(S)-(+)-CITRAMALIC ACID 97+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	1.00 g
006236-10-8	(R)-(-)-CITRAMALIC ACID 98%	5.00 g

006258-60-2	4-METHOXY-ALPHA-TOLUENETHIOL	5.00 G
006269-33-6	3-(4-CHLOROBENZOYL)ACRYLIC ACID	5.00 G
006271-78-9	6-CHLORONICOTINAMIDE	5.00 G

006276-03-5	FLUORENE-1-CARBOXYLIC ACID	1.00 G
006279-86-3	TRIETHYL METHANETRICARBOXYLATE 98%	25.00 g
006280-30-4	5-(N-PYRROLIDINO)-2H-TETRAZOLE	10.00 G
006284-40-8	N-METHYL-D-GLUCAMINE	100.00 G
006286-46-0	2-BROMO-4,5-DIMETHOXYBENZOIC ACID 98%	5.00 g
006299-25-8	4,6-DICHLORO-2-(METHYLTHIO)PYRIMIDINE 98%	25.00 g
006304-39-8	OCTANOIC HYDRAZIDE	5.00 G
006305-99-3	4,5-DIAMINO-6-METHYL-2-THIOPYRIMIDINE	500.00 MG
006307-35-3	2-AMINO-5-BROMO-6-METHYL-4-PYRIMIDINOL 99%	10.00 g
006310-09-4	2-ACETYL-5-CHLOROTHIOPHENE 99%	25.00 g
006310-21-0	2-TERT-BUTYLANILINE 99%	25.00 g
006312-72-7	2,4-DIAMINO-5-BROMO-6-HYDROXYPYRIMIDINE	5.00 G
006320-15-6	6-CHLORO-2,4-DIMETHOXPYRIMIDINE 99%	25.00 g
006320-15-6	6-CHLORO-2,4-DIMETHOXPYRIMIDINE	1.00 G
006322-56-1	4-HYDROXY-3-NITROACETOPHENONE	5.00 g
006324-10-3	4,5-DIBROMOTHIOPHENE-2-CARBOXYLIC ACID	25.00 G
006326-83-6	BIS(CARBOXYMETHYL) TRITHIOCARBONATE 98%	25.00 g
006340-79-0	3-(4-BROMOBENZOYL)PROPIONICACID	5.00 G
006358-07-2	2-AMINO-4-CHLORO-5-NITROPHENOL	50.00 G
006361-21-3	2-CHLORO-5-NITROBENZALDEHYDE	10.00 G
006375-47-9	3'-AMINO-4'ETHOXYACETANILIDE	25.00 G
006396-76-5	2,6-DIMETHYLPHENYLTHIOUREA	1.00 G
006425-32-7	3-MORPHOLINO-1,2-PROPANEDIOL	25.00 G
006436-90-4	N-BENZYLGLYCINE ETHYL ESTER	5.00 G
006478-79-1	2-METHYL-5,6-DICHLOROBENZIMIDAZOLE	2.50 g
006547-53-1	4-BENZYLOXYPHENYLACETIC ACID	25.00 G
006590-91-6	2,6-DICHLOROPHENYLTHIOUREA	2.00 G
006600-40-4	L-NORVALINE HIGHLY PURIFIED	100.00 mg
006626-01-3	DIETHYL 2-(3-CHLOROPHENYLAMINO)MALONATE 95%+	10.00 g
006627-55-0	2-BROMO-4-METHYLPHENOL 96%	25.00 g
006627-88-9	4-ALLYL-2,6-DIMETHOXYPHENOL	5.00 G
006628-00-8	ALLYLCYCLOHEXYLAMINE	25.00 G
006628-86-0	5-CHLORO-2-NITROBENZALDEHYDE	5.00 G
006631-94-3	2-ACETYLPHENOTHIAZINE	25.00 G
006635-20-7	5-NITROVANILLIN 97%	25.00 g
006641-64-1	4,5-DICHLORO-2-NITROANILINE	10.00 G
006641-83-4	ALPHA-METHYLLEVULINIC ACID	5.00 G
006793-92-6	4-BENZYLOXYBROMOBENZENE	10.00 G
006802-75-1	DIETHYL ISOPROPYLIDENEMALONATE 97%	25.00 g
006914-71-2	DIMETHYL 1,1-CYCLOPROPANEDICARBOXYLATE 99%	50.00 ml
006933-10-4	4-BROMO-3-METHYLANILINE	10.00 G
006940-50-7	4-BROMOMANDELIC ACID 96%	10.00 g
006945-68-2	2-AMINO-5-BROMO-3-NITROPYRIDINE	5.00 G
006948-30-7	5-BROMOVERATRALDEHYDE 98%	5.00 g
006952-59-6	3-BROMOBENZONITRILE	10.00 G
006964-21-2	3-THIOPHENEACETIC ACID	10.00 G
006971-45-5	2-METHOXYPHENYLHYDRAZINE HYDROCHLORIDE 96+% ASSAY METHOD: BY TITRIMETR	5.00 g
007021-09-2	ALPHA-METHOXYPHENYLACETIC ACID 99%	1.00 g
007048-04-6	L-CYSTEINE HYDROCHLORIDE, MONOHYDRATE	25.00 g
007048-04-6	L-CYSTEINE HYDROCHLORIDE MONOHYDRATE	25.00 G
007144-05-0	4-(AMINOMETHYL)PIPERIDINE	5.00 G
007149-70-4	2-BROMO-5-NITROTOLUENE	25.00 G
007150-55-2	4-CHLORO-4'-HYDROXYBUTYROPHENONE	5.00 G
007152-15-0	ETHYL ISOBUTYRYLACETATE 95%	25.00 g
007198-10-9	DL-4-HYDROXYMANDELIC ACID 98%	25.00 g
007223-38-3	1-DIMETHYLAMINO-2-PROPYLENE	25.00 G
007252-53-1	CYCLOPROPANEMETHYLAMINE HYDROCHLORIDE	5.00 G
007254-19-5	5-BROMOINDOLE-2-CARBOXYLIC ACID	1.00 g
007274-88-6	D-LYSINE MONOHYDROCHLORIDE >99% PURISSIMUM	5.00 g
007283-96-7	5-CHLOROTHIOPHENE-2-CARBOXALDEHYDE	10.00 g
007295-44-5	4'-BROMOVALEROPHENONE 98+%	10.00 g
007311-63-9	5-BROMOTHIOPHENE-2-CARBOXYLIC ACID	1.00 G
007322-88-5	S(+)-ALPHA-ACETOXYPHENYLACETIC ACID	5.00 G
007326-19-4	D(+)-3-PHENYLACTIC ACID >97% PURUM	5.00 g
007411-49-6	3,3'-DIAMINOBENZIDINE TETRAHYDROCHLORIDE	5.00 g
007424-00-2	DL-4-CHLOROPHENYLALANINE	25.00 G
	DL-4-CHLOROPHENYLALANINE ETHYL ESTER	

007424-91-1	3,5-DIMETHOXYPROPIONIC ACID METHYL ESTER	20.00 ML
007439-89-6	IRON	10.00 G
007439-95-4	MAGNESIUM	5.00 G
007440-23-5	SODIUM	100.00 G

007440-50-8	COPPER	500.00 G
007440-66-6	ZINC	450.00 G
007446-08-4	SELENIUM DIOXIDE 99.8% WHITE POWDER	100.00 g
007447-39-4	COPPER(II) CHLORIDE	25.00 G
007459-46-3	TRIETHYL 1,1,2-ETHANETRICARBOXYLATE 99%	100.00 g
007463-51-6	4-BROMO-3,5-DIMETHYLPHENOL 99%	10.00 g
007466-54-8	2-METHOXYBENZHYDRAZIDE	10.00 G
007487-88-9	MAGNESIUM SULFATE ANHYDROUS	500.00 g
007487-94-7	MERCURY(II) CHLORIDE	500.00 G
007500-37-0	(4-BROMOBENZOYL)METHYL ACETATE	25.00 g
007524-50-7	L-PHENYLALANINE METHYL ESTER HYDROCHLORIDE	25.00 G
007529-22-8	4-METHYLMORPHOLINE N-OXIDE	25.00 G
007553-56-2	IODINE	125.00 G
007568-93-6	2-AMINO-1-PHENYLETHANOL	10.00 G
007585-39-9	BETA-CYCLODEXTRIN	100.00 G
007605-28-9	(PHENYLSULFONYL)ACETONITRILE	5.00 G
007646-79-9	COBALT(II) CHLORIDE	5.00 G
007646-85-7	ZINC CHLORIDE	250.00 G
007647-01-0	HYDROCHLORIC ACID	2.00 LT
007647-15-6	SODIUM BROMIDE	6.00 KG
007649-92-5	2-(4-FLUOROBENZOYL)BENZOIC ACID	10.00 G
007661-32-7	1-(4-BROMOPHENYL)-2-PYRROLIDINONE	1.00 G
007662-51-3	L-TYROSINE HYDRAZIDE	1.00 G
007681-11-0	POTASSIUM IODIDE	500.00 G
007681-65-4	COPPER(I) IODIDE	5.00 G
007681-82-5	SODIUM IODIDE	0.25 LB
007685-44-1	DL-2-AMINO-4-PENTENOIC ACID 99%	5.00 g
007688-25-7	1,4-BIS(DIPHENYLPHOSPHINO)BUTANE	5.00 G
007693-45-0	4-CHLOROPHENYL CHLOROFORMATE 98%	5.00 g
007693-52-9	4-BROMO-2-NITROPHENOL 98%	25.00 g
007697-26-9	3-BROMO-4-METHYLBENZOIC ACID 85% TECH	25.00 g
007697-28-1	4-BROMO-3-METHYLBENZOIC ACID	5.00 G
007697-28-1	4-BROMO-3-METHYLBENZOIC ACID 96%	25.00 g
007705-08-0	IRON(III) CHLORIDE	100.00 G
007722-64-7	POTASSIUM PERMANGANATE	500.00 G
007722-76-1	AMMONIUM DIHYDROGENPHOSPHATE	25.00 G
007745-91-7	3-BROMO-4-METHYLANILINE	5.00 G
007745-93-9	2-BROMO-4-NITROTOLUENE	25.00 G
007752-82-1	2-AMINO-5-BROMOPYRIMIDINE 98%	5.00 g
007752-82-1	2-AMINO-5-BROMOPYRIMIDINE	5.00 G
007757-83-7	SODIUM SULFITE	400.00 G
007758-89-6	COPPER(I) CHLORIDE	100.00 G
007772-99-8	TIN(II) CHLORIDE 99.99+%	500.00 g
007774-74-5	THIOPHENE-2-THIOL	5.00 G
007775-14-6	SODIUM DITHIONITE	100.00 G
007778-80-5	POTASSIUM SULFATE	500.00 G
007782-50-5	CHLORINE	3.00 LB
007782-63-0	IRON(II) SULFATE HEPTAHYDRATE	500.00 G
007782-78-7	NITROSYLSULFURIC ACID	250.00 G
007782-92-5	SODIUM AMIDE	250.00 G
007783-28-0	AMMONIUM HYDROGENPHOSPHATE	1.00 KG
007783-56-4	ANTIMONY(III) FLUORIDE	100.00 G
007786-30-3	MAGNESIUM CHLORIDE	100.00 G
007789-23-3	POTASSIUM FLUORIDE	100.00 G
007789-75-5	CALCIUM FLUORIDE	5.00 G
007790-94-5	CHLOROSULFONIC ACID	1.00 KG
007791-20-0	NICKEL CHLORIDE HEXAHYDRATE	100.00 G
007791-25-5	SULFURYL CHLORIDE	1.00 L
007803-58-9	SULFAMIDE	1.00 G
008017-16-1	POLYPHOSPHORIC ACID	1.00 KG
008068-05-1	LIGNIN, ALKALI	100.00 G
009002-23-7	AMBERLITE(R) IR-120(PLUS), SODIUM FORM	250.00 G
009002-89-5	POLY(VINYL ALCOHOL) 99+% HYDROLYZED	500.00 g
009017-40-7	POLY(4-VINYLPYRIDINE) POWDER	250.00 g
010016-20-3	ALPHA-CYCLODEXTRIN	5.00 G
010049-05-5	CHROMIUM(II) CHLORIDE	5.00 G

010049-08-8	RUTHENIUM(III) CHLORIDE	10.00 g
010049-21-5	SODIUM DIHYDROGENPHOSPHATE MONOHYDRATE	25.00 g
010101-89-0	SODIUM PHOSPHATE DODECAHYDRATE	25.00 G
010102-40-6	SODIUM MOLYBDATE DIHYDRATE	500.00 G

010125-13-0	COPPER(II) CHLORIDE DIHYDRATE	100.00 G
010203-08-4	3,5-DICHLOROBENZALDEHYDE	5.00 G
010203-58-4	DIETHYL ISOBUTYLMALONATE 98%	100.00 g
010213-10-2	SODIUM TUNGSTATE DIHYDRATE	100.00 G
010315-03-4	4-ACETYL-4-PHENYLPYPERIDINE HYDROCHLORIDE	5.00 G
010334-26-6	(1R)-(-)-CAMPHORQUINONE 99%	5.00 g
010342-85-5	4'-PIPERIDINOACETOPHENONE	25.00 G
010373-78-1	CAMPHORQUINONE 97%	50.00 g
010381-75-6	8-BROMOTHEOPHYLLINE >97% PRACTICAL	50.00 g
010420-33-4	DIMETHYL ACETYSUCCINATE	100.00 g
010421-85-9	2-CHLOROMANDELIC ACID 98%	50.00 g
010502-44-0	4-METHOXYMANDELIC ACID	5.00 G
010502-44-0	4-METHOXYMANDELIC ACID 98+%	5.00 g
010517-21-2	5-CHLOROINDOLE-2-CARBOXYLIC ACID 98%	25.00 g
010519-96-7	POTASSIUM TRIMETHYLSILANOLATE 90% TECH	100.00 g
010546-65-3	2,6-DIBROMO-4-N-PROPYLANILINE	5.00 G
010557-85-4	3,5-DIMETHYL-4-iodoisoxazole	10.00 g
010558-25-5	4-BROMO-3,5-DIMETHYLISOXAZOLE	5.00 G
010558-25-5	4-BROMO-3,5-DIMETHYLISOXAZOLE 95%	5.00 g
010576-12-2	ETHYL N-HYDROXYACETIMIDATE	50.00 G
012028-48-7	AMMONIUM METATUNGSTATE	100.00 G
012150-46-8	1,1'-BIS(DIPHENYLPHOSPHINO)FERROCENE	1.00 G
013022-85-0	2-OXOHXANOIC ACID, SODIUM SALT	500.00 MG
013031-04-4	DIHYDRO-4,4-DIMETHYL-2,3-FURANDIONE	1.00 G
013048-99-2	GLYCINE N-BUTYL ESTER HYDROCHLORIDE 97%	10.00 g
013070-25-2	2-BROMO-5-METHYL-1,4-BENZOQUINONE	5.00 G
013073-35-3	L-ETHIONINE 98%	5.00 g
013078-12-1	1-(4-CHLOROPHENYL)-PIPERAZINE, MONOHYDROCHLORIDE	5.00
013113-71-8	(S)-(+)-2-HYDROXY-2-PHENYLPROPIONIC ACID 97%	1.00 g
013114-90-4	2-BROMOPHENYLUREA	1.00 G
013116-27-3	4-iodophenylhydrazine	1.00 G
013130-79-5	3-AMINO-1-BROMOISOQUINOLINE	1.00 G
013195-50-1	2-BROMO-5-NITROTHIOPHENE 98%	5.00 g
013195-79-4	ALPHA,ALPHA,4-TRIBROMOACETOPHENONE 97%	5.00 g
013221-86-8	2,4-DIHYDROXYBENZHYDRAZIDE	5.00 G
013292-87-0	BORANE-METHYL SULFIDE COMPLEX	800.00 ML
013331-27-6	3-NITROBENZENEBOIRONIC ACID 98% PLEASE ASK FOR BULK PRICES (100G-10KG+)	25.00 g
013331-27-6	3-NITROBENZENEBOIRONIC ACID	5.00 G
013380-67-1	N-(4-BROMOPHENYL)MALEIMIDE	1.00 G
013395-16-9	COPPER(II) ACETYLACETONATE	25.00 G
013395-36-3	ETHYL TRIMETHYLACETOPYRUVATE	10.00 g
013400-13-0	CESIUM FLUORIDE	100.00 G
013433-00-6	DIETHYL AMINOMALONATE HYDROCHLORIDE 98%	25.00 g
013446-34-9	MANGANESE(II) CHLORIDE TETRAHYDRATE	5.00 G
013537-82-1	ETHYL 4-METHYL-2-CYCLOHEXANONE-1-CARBOXYLATE	5.00 G
013547-70-1	1-CHLOROPINACOLONE 95%	25.00 g
013551-73-0	5-CHLORO-1,3-DIMETHYL-4-NITROPYRAZOLE	10.00 g
013636-53-8	3,4-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
013679-74-8	2-ACETYL-5-METHYLTHIOPHENE	5.00 G
013679-85-1	2-METHYLTETRAHYDROTHIOPHEN-3-ONE	5.00 G
013735-12-1	6-CHLOROTHIOCHROMAN-4-ONE	5.00 g
013737-36-5	4-(BROMOMETHYL)PHENYLACETIC ACID	1.00 G
013748-90-8	L-LEUCIC ACID 99+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
013754-19-3	4,5-DIAMINOPYRIMIDINE	5.00 G
013754-86-4	1,5,6,7-TETRAHYDRO-4H-INDOL-4-ONE	5.00 G
013808-64-5	4-BROMO-3-METHYLPYRAZOLE 97%	5.00 g
013922-41-3	1-NAPHTHALENEBOIRONIC ACID 98%	5.00 g
013965-03-2	DICHLOROBIS(TRIPHENYLPHOSPHINE)PALLADIUM(II)	5.00 G
014002-51-8	4-BIPHENYLCARBONYL CHLORIDE	10.00 G
014024-48-7	COBALT(II) ACETYLACETONATE	50.00 G
014035-33-7	3,5-DI-TERT-BUTYL-4-HYDROXY ACETOPHENONE	25.00 g
014036-06-7	DIETHOXYMETHYL ACETATE	25.00 G
014047-29-1	4-CARBOXYBENZENEBOIRONIC ACID	25.00 G
014047-29-1	4-CARBOXYBENZENEBOIRONIC ACID 98% PLEASE ASK FOR BULK PRICES (100G-10KG	25.00 g
014064-10-9	DIETHYL CHLOROMALONATE 95%	25.00 ml
014091-15-7	4-BROMO-DL-PHENYLALANINE 98+%	5.00 g
014187-32-7	DIBENZO-18-CROWN-6	50.00 G

014221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM	2.00 G
014277-97-5	DOMOIC ACID	1.00 MG
014282-76-9	2-BROMO-3-METHYLTHIOPHENE 97%	25.00 g

014294-11-2	2-PYRIDYLTHIOUREA	5.00 G
014316-61-1	PHENOXYACETIC ANHYDRIDE	25.00 G
014316-68-8	TIGLIC ANHYDRIDE	5.00 ML
014331-56-7	2,4-DIMETHYL-6-HYDRAZINO PYRIMIDINE	1.00 G
014337-43-0	ETHYL 2-CHLORO-2-(HYDROXYIMINO)ACETATE PURUM	5.00 g
014371-82-5	2-NITRO-4-(TRIFLUOROMETHYL)THIOPHENOL	5.00 G
014386-64-2	3,5-DI-TERT-BUTYL-4-HYDROXY PHENACYL BROMIDE	5.00 g
014389-12-9	5-(PYRID-4-YL)-1H-TETRAZOLE	2.50 G
014389-86-7	2-BENZYLOXYBENZOIC ACID	10.00 G
014403-45-3	L-BETA-IMIDAZOLELACTIC ACID CRYSTALLINE	1.00 g
014472-14-1	4-BROMO-3-METHYLPHENOL	5.00 G
014508-49-7	CHLOROPYRAZINE	25.00 G
014548-46-0	4-BENZOYLPYRIDINE 98%	25.00 g
014618-45-2	3-(TRIFLUOROACETYL)INDOLE	5.00 G
014631-20-0	N4-ACETYLCYTOSINE	5.00 G
014694-95-2	CHLOROTRIS(TRIPHENYLPHOSPHINE)RHODIUM(I)	5.00 G
014698-29-4	OXOLINIC ACID	5.00 G
014731-14-7	5-(BROMOACETYL)-3-PHENYLISOXAZOLE 95%+	5.00 g
014777-27-6	METHYL ACETIMIDATE HYDROCHLORIDE	100.00 G
014883-87-5	DL-3,4-DIHYDROXYMANDELIC ACID WHITE CRYSTALS	0.01 g
014898-67-0	RUTHENIUM(III) CHLORIDE HYDRATE	25.00 G
014918-21-9	5-CYANO-1-PENTYNE	2.00 G
014922-36-2	4-NITROPHENYLGLYOXYLIC ACID 98+%	5.00 g
014937-45-2	HEXADECYLTRIBUTYLPHOSPHONIUM BROMIDE 97%	5.00 g
015028-39-4	(S)-(+)-2-PHENYLGLYCINE METHYL ESTER HYDROCHLORIDE 97%	10.00 g
015206-55-0	METHYL BENZOYLFORMATE	25.00 G
015548-60-4	5-BROMO-4-CHLORO-3-INDOXYL-BETA-D-GLUCOPYRANOSIDE BETA-GLUCOSIDASE SU	100.00 g
015570-12-4	3-METHOXYBENZENETHIOL	5.00 G
015733-89-8	2-HYDROXYQUINOLINE-4-CARBOXYLIC ACID 98+%	5.00 g
015801-69-1	4-BROMO-1,3,5-TRIMETHYLPYRAZOLE 97%	25.00 g
015801-69-1	4-BROMO-1,3,5-TRIMETHYLPYRAZOLE	2.50 G
015861-24-2	5-CYANOINDOLE	1.00 G
015862-34-7	5-BROMO-2-HYDROXY-3-NITROPYRIDINE	5.00 G
015930-53-7	6-BROMOPIPERONAL 98% PLEASE ASK FOR BULK PRICES (500G-25KG+)	25.00 g
015956-28-2	RHODIUM (II) ACETATE, DIMER	1.00 G
015965-30-7	4,5-DICHLOROIMIDAZOLE	25.00 G
015965-30-7	4,5-DICHLOROIMIDAZOLE 98%	25.00 g
015965-33-0	4,5-DICHLORO-2-METHYLIMIDAZOLE 98%	25.00 g
015965-33-0	4,5-DICHLORO-2-METHYLIMIDAZOLE	5.00 G
015985-39-4	L-METHIONINE SULFOXIMINE	1.00 G
016029-98-4	IODOTRIMETHYLSILANE	25.00 G
016063-70-0	2,3,5-TRICHLOROPYRIDINE	50.00 G
016066-91-4	5-iodoindole 98% PLEASE ASK FOR BULK PRICES (500G-25KG+)	100.00 g
016069-36-6	CIS-DICYCLOHEXANO-18-CROWN-6	5.00 G
016076-27-0	2-BROMO-4,5-DICHLOROIMIDAZOLE	5.00 G
016076-27-0	2-BROMO-4,5-DICHLOROIMIDAZOLE 98%	5.00 g
016115-80-3	DIMETHYL AMINOMALONATE HYDROCHLORIDE 98%	25.00 g
016118-36-8	DL-METHIONINE METHYL ESTER HYDROCHLORIDE 95-97% CRYSTALLINE	5.00 g
016188-55-9	4-(METHYLTHIO)PHENYLACETIC ACID 99%	1.00 g
016200-50-3	ETHYL 3,4-DIETHYL-5-METHYL-2-PYRROLECARBOXYLATE	1.00 G
016290-26-9	3,4-DIHYDROXYBENZYLAMINE HYDROBROMIDE	1.00 G
016294-60-3	GAMMA-OXO-5-ACENAPHTHENE BUTYRIC ACID	5.00 G
016352-06-0	2-AMINO-4-HYDROXY-6-METHYL-1,3,5-TRIAZINE	1.00 G
016419-60-6	O-TOLYLBORONIC ACID	5.00 G
016461-94-2	3-AMINO-4-BROMOPYRAZOLE	1.00 G
016475-90-4	METHYL 5-ACETYLSALICYLATE 99%	25.00 g
016523-31-2	4,6-DIAMINORESORCINOL DIHYDROCHLORIDE	5.00 G
016563-14-7	4-CYANO-3-OXOTETRAHYDROTHIOPHENE	5.00 G
016588-34-4	4-CHLORO-3-NITROBENZALDEHYDE	10.00 G
016652-64-5	O-BENZYL-L-TYROSINE 97%	5.00 g
016652-64-5	O-BENZYL-L-TYROSINE	5.00 G
016682-12-5	D-ORNITHINE MONOHYDROCHLORIDE >99% PURISSIMUM	5.00 g
016687-60-8	5-(4-NITROPHENYL)-1H-TETRAZOLE	1.00 G
016691-43-3	3-AMINO-5-MERCAPTO-1,2,4-TRIAZOLE	50.00 G
016721-80-5	SODIUM HYDROGEN SULPHIDE	100.00 G
016738-20-8	2,4-DIMETHYLPHENYLTHIOUREA	1.00 G
016798-45-1	DIETHYL BENZAMIDOMALONATE 98+%	25.00 g

016849-91-5	(R)-(+)-1-PHENYLETHYLUREA	1.00 G
016870-43-2	L-TYROSINE HYDROCHLORIDE 99%	5.00 g
016874-33-2	2-TETRAHYDROFUROIC ACID	100.00 G

016874-33-2	2-TETRAHYDROFUROIC ACID 99+%	100.00 g
016940-66-2	SODIUM BOROHYDRIDE	100.00 G
017028-61-4	3-METHOXY-5-NITROSALICYLALDEHYDE	5.00 G
017041-60-0	DIMETHYL ETHYLIDENEMALONATE 98%	25.00 g
017078-27-2	4,4'-BIS(DIMETHYLAMINO)BENZIL 99% PURITY (BY TLC): ONE SPOT	5.00 g
017094-34-7	4,4-DIMETHYL-3-OXOVALERIC ACID ETHYL ESTER	25.00 ml
017119-15-2	3-HYDROXYMANDELIC ACID >97% PURUM	5.00 g
017141-63-8	MANGANESE(II) NITRATE HEXAHYDRATE	25.00 G
017194-00-2	BARIUM HYDROXIDE	250.00 G
017199-29-0	(S)-(+)-MANDELIC ACID 99+% 99% EE/GLC	100.00 g
017200-29-2	5-CHLOROBENZOXAZOLE 99%	10.00 g
017216-62-5	DIETHYL 2-(2-CYANOETHYL)MALONATE 96%	25.00 g
017266-30-7	5-CHLOROBENZO[B]THIOPHENE-3-ACETIC ACID	2.50 g
017282-00-7	2-AMINO-3-BROMO-5-METHYLPYRIDINE	1.00 G
017284-97-8	3-CHLORO-6-HYDRAZINOPYRIDAZINE 98%	5.00 g
017284-97-8	3-CHLORO-6-HYDRAZINOPYRIDAZINE	5.00 G
017341-93-4	2,2,2-TRICHLOROETHYL CHLOROFORMATE	100.00 G
017346-16-6	2,4-DIBROMO-2,4-DIMETHYL-3-PENTANONE	25.00 G
017422-32-1	5-CHLOROINDOLE 98%	5.00 g
017455-13-9	18-CROWN-6	25.00 G
017481-19-5	3-CHLORO-1-PROPANETHIOL 98%	5.00 g
017584-12-2	3-AMINO-5,6-DIMETHYL-1,2,4-TRIAZINE	5.00 G
017630-75-0	5-CHLOROINDOLE 98%	1.00 g
017630-76-1	5-CHLOROISATIN	5.00 G
017635-44-8	3,4,5-TRIBROMOPYRAZOLE	25.00 g
017687-22-8	5-IODOOROTIC ACID LIGHT YELLOW CRYSTALS	1.00 g
017722-17-7	4'-CHLORO-2-CYANOACETANILIDE	25.00 G
017823-38-0	4-AMINO-2,3,5,6-TETRAFLUOROBENZONITRILE 99%	5.00 g
017823-40-4	4-BROMO-2,3,5,6-TETRAFLUOROBENZONITRILE	1.00 G
017823-40-4	4-BROMO-2,3,5,6-TETRAFLUOROBENZONITRILE 97%	5.00 g
017823-58-4	3,3-BIS(METHYLTHIO)-2-CYANOACRYLIC ACID ETHYL ESTER	25.00 G
018031-40-8	(-)-PERILLAALDEHYDE	5.00 ML
018039-42-4	5-PHENYL-1H-TETRAZOLE	25.00 G
018107-18-1	(TRIMETHYLSILYL)DIAZOMETHANE	5.00 ML
018190-44-8	N-(2-HYDROXYETHYL)SUCCINIMIDE	25.00 G
018202-73-8	TERT-BUTYL CARBAMIDINE HYDROCHLORIDE	1.00 G
018217-00-0	1-(2-CHLOROETHYL)-4-METHOXYBENZENE	100.00 ML
018282-59-2	4-BROMO-1,2-DICHLOROBENZENE	5.00 ML
018437-78-0	TRIS(4-FLUOROPHENYL)PHOSPHINE	1.00 G
018523-22-3	3-BROMOPHENACYL BROMIDE 97%	5.00 g
018638-99-8	3,4,5-TRIMETHOXYBENZYLAMINE 98%	5.00 g
018719-43-2	DIETHYL (3-CHLOROPROPYL)MALONATE 97%	25.00 g
018729-48-1	3-METHYLCYCLOPENTANOL	1.00 G
018781-31-2	2-ACETYL-3-METHYLBENZO[B]THIOPHENE	1.00 G
018791-75-8	4-BROMO-2-THIOPHENECARBOXALDEHYDE 90%	25.00 g
018874-52-7	5-BROMO-2-METHYL-4-NITROIMIDAZOLE	25.00 g
018876-82-9	2-METHYLTHIAZOLE-4-CARBOXAMIDINE HYDROCHLORIDE	2.00 G
018880-04-1	3,4-DICHLOROBENZYL BROMIDE	5.00 G
018978-78-4	8-AMINOQUINALDINE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	1.00 g
019059-68-8	3-DIMETHYLAMINO-2,2-DIMETHYL-1-PROPANOL	25.00 ML
019064-18-7	2,6-DIFLUOROBENZYL ALCOHOL	5.00 G
019064-64-3	3,6-DICHLORO-4-METHYLPYRIDAZINE 97%	5.00 g
019064-64-3	3,6-DICHLORO-4-METHYLPYRIDAZINE	5.00 G
019219-99-9	5-CHLORO-2-METHYLBENZOXAZOLE 98%	25.00 g
019250-09-0	1-(3,4-DICHLOROPHENYL)-2-THIOUREA	5.00 G
019285-83-7	DL-GLUTAMIC ACID MONOHYDRATE 99%	100.00 g
019311-91-2	N,N-DIETHYLSALICYLAMIDE	25.00 G
019335-11-6	5-AMINOINDAZOLE	5.00 G
019353-92-5	4-DIMETHYLAMINOBENZHYDRAZIDE	10.00 G
019386-06-2	ETHYL 3-(1-ADAMANTYL)-3-OXOPROPIONATE 98%	10.00 g
019393-92-1	1-BROMO-2,6-DICHLOROBENZENE	25.00 G
019393-96-5	2,4,6-TRICHLOROBROMOBENZENE	10.00 G
019404-18-3	5-CHLORO-3-METHYLBENZO[B]THIOPHENE	10.00 g
019437-26-4	DI-2-PYRIDYL KETONE	1.00 G
019461-38-2	GLYCYL-L-ISOLEUCINE	25.00 MG
019472-74-3	2-BROMOPHENYLACETONITRILE	

019688-55-2	4-(4-CHLOROPHENYLTHIO)-3-NITRO ACETOPHENONE	25.00 G
		10.00 g
019690-59-6	4-CHLORO-2-METHYLPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
019763-90-7	3,4-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE	2.00 G
019786-56-2	3-METHYLTHIENO[2,3-D]PYRIMIDIN-4-YL HYDRAZINE	2.50 G

019788-37-5	4-(CHLOROMETHYL)-3,5-DIMETHYLISOXAZOLE	5.00 G
019811-05-3	2,4-DICHLOROBENZOPHENONE	25.00 G
019812-93-2	4'-HYDROXY-4-BIPHENYLCARBONITRILE 97%	5.00 g
019933-24-5	3-(THIEN-2-YL)PYRAZOLE	2.50 G
019952-47-7	2-AMINO-4-CHLOROBENZOTHIAZOLE 97%	5.00 g
020074-79-7	DIETHYL 4-AMINOBENZYLPHOSPHONATE	5.00 G
020103-09-7	2,5-DICHLORO-1,4-PHENYLENEDIAMINE	25.00 G
020154-03-4	3-(TRIFLUOROMETHYL)PYRAZOLE	25.00 G
020163-90-0	2,3-DIBROMO-1,4-BUTANEDIOL	25.00 ML
020201-24-5	ETHYL 3-METHYL-2-OXOBUTYRATE	5.00 G
020263-07-4	DL-2-AMINO-4-PHOSPHONOBUTYRIC ACID	1.00 g
020375-65-9	3-CHLORO-6-PHENYLPYRIDAZINE 98%	5.00 g
020375-65-9	3-CHLORO-6-PHENYLPYRIDAZINE	5.00 G
020443-98-5	2,6-DICHLOROBENZYL BROMIDE	25.00 G
020445-31-2	R(+)-ALPHA-METHOXY-ALPHA-TRIFLUOROMETHYLPHENYLACETIC ACID >99% CHIRASE	1.00 g
020445-33-4	(S)(+)-ALPHA-METHOXY-ALPHA-(TRIFLUOROMETHYL)PHENYLACETYL CHLORIDE 99%	100.00 mg
020448-79-7	2-AMINO-2-NORBORNANECARBOXYLIC ACID 98% MIXTURE OF ISOMERS	1.00 g
020481-15-6	ETHYL 4-CHLORO-5,7-DIMETHYLPYRAZOLO[3,4-B]PYRIDINE-3-CARBOXYLATE	10.00 g
020570-96-1	BENZYLHYDRAZINE DIHYDROCHLORIDE	5.00 G
020577-61-1	METHYL ACETOPYRUVATE	5.00 G
020600-44-6	5-CHLORO-2-BENZOTHIAZOLINONE 95+% ASSAY METHOD: BY TITRIMETRIC ANALYST	25.00 g
020605-01-0	DIETHYL BIS(HYDROXYMETHYL)MALONATE 97%	100.00 g
020605-01-0	DIETHYL BIS(HYDROXYMETHYL)MALONATE	100.00 G
020704-71-6	3,5-DI-iodo-L-TYROSINE, HYDRATED	25.00 G
020704-71-6	3,5-DIiodo-L-TYROSINE DIHYDRATE 98%	25.00 g
020782-91-6	2-(BROMOMETHYL)-5-NITROFURAN	5.00 G
020814-38-4	4-AMINO-1,2-NAPHTHOQUINONE HEMIHYDRATE 85% TECH	5.00 g
020816-12-0	OSMIUM TETROXIDE	2.00 ML
020826-04-4	5-BROMONICOTINIC ACID	2.00 G
020859-02-3	L-TERT-LEUCINE	5.00 g
020925-27-3	4-AMINO-2-CHLOROBENZONITRILE	50.00 G
020940-42-5	3-CHLOROBENZYLUREA	1.00 G
020972-36-5	3-(4-METHYLBENZOYL)ACRYLIC ACID	5.00 G
021080-92-2	3-THIOPHENEMALONIC ACID	5.00 G
021087-64-9	METRIBUZIN	1.00 G
021124-40-3	DL-ALPHA-AMINO-2-THIOPHENEACETIC ACID 98%	5.00 g
021129-09-9	1,2-TETRADECANEDIOL	25.00 G
021151-56-4	ALPHA,4-DICHLOROANISOLE	25.00 G
021211-07-4	METHYL 3-CHLOROBENZO[B]THIOPHENE-2-CARBOXYLATE	25.00 g
021211-09-6	3-CHLOROBENZO[B]THIOPHENE-2-CARBOXAMIDE	10.00 g
021211-22-3	3-CHLOROBENZO[B]THIOPHENE-2-CARBOXYLIC ACID	25.00 g
021402-26-6	4-BROMO-3-CHLOROANILINE	50.00 G
021416-53-5	PICROTIN	5.00 MG
021510-43-0	2-(4-BROMOPHENYL)-5-PHENYL-1,3,4-OXADIAZOLE	1.00 G
021614-17-5	1-ETHOXY-4-(DICHLORO-1,3,5-TRIAZINYL)NAPHTHALENE	1.00 g
021667-62-9	3-CHLOROBENZOYLACETONITRILE	1.00 G
021739-92-4	5-BROMO-2-CHLOROBENZOIC ACID	100.00 G
021739-93-5	2-BROMO-5-CHLOROBENZOIC ACID	5.00 G
021834-98-0	3,5-DIMETHYL-1,2-CYCLOPENTANEDIONE 97%	2.50 g
021854-95-5	2,2'-DICHLOROBENZIL 98+%	25.00 g
021905-86-2	CINNOLINE-4-CARBOXYLIC ACID 98%	1.00 g
021938-47-6	2,3-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE	2.00 G
022019-49-4	4-CHLORO-3-NITROPHENACYLBROMIDE TECH	5.00 g
022047-88-7	2-BENZYLOXYPHENYLACETIC ACID	25.00 G
022089-54-9	1-BROMO-3-CHLORO-2,2-DIMETHOXYPROPANE	5.00 G
022094-18-4	1,3-DIBROMO-2,2-DIMETHOXYPROPANE	5.00 G
022098-10-8	ETHYL 2-(5-BROMOTHIEN-2-YL)GLYOXYLATE	5.00 g
022123-09-7	6-METHYL-4-(TRIFLUOROMETHYL)PYRID-2-YLHYDRAZINE	2.50 G
022179-78-8	4-FLUOROBENZAMIDOXIME 98%	10.00 g
022190-12-1	2-(PHENYLTHIO)QUINOLINE 98%	25.00 g
022245-83-6	2-HYDROXY-3-(TRIFLUOROMETHYL)PYRIDINE	5.00 G
022265-37-8	4-METHOXYBENZAMIDINE	100.00 MG
022283-43-8	1-[4-(DIMETHYLAMINO)PHENYL]-2-THIOUREA	10.00 G
022288-78-4	METHYL 3-AMINO-2-THIOPHENECARBOXYLATE 99%	10.00 g
022326-55-2	BARIUM HYDROXIDE MONOHYDRATE	400.00 G
022362-66-9	3',5'-DIBROMO-2'-HYDROXYACETOPHENONE	5.00 G
	DIMETHYL METHOXYMETHYLENEMALONATE 98+%	

022498-34-3	5-BENZYLOXY-2-NITROPHENYLPYRUVIC ACID	2.5000 g
022591-34-0	ETHYL 2-OXOCYCLOTRIDECANECARBOXYLATE 98%	1.00 g
022591-34-0	ETHYL 2-OXOCYCLOTRIDECANECARBOXYLATE	1.00 G

022659-83-2	TRANS-3-(2,3,5,6-TETRAMETHYLBENZOYL)ACRYLIC ACID	5.00 G
022711-23-5	1-(4-CHLOROPHENYL)-2-PHENYLETHAN-1,2-DIONE	10.00 g
022711-24-6	4-NITROBENZIL	5.00 g
022818-40-2	D-4-HYDROXYPHENYLGLYCINE 98+%	100.00 g
022839-61-8	NBETA-L-ASPARTYL-L-PHENYLALANINE METHYL ESTER 96% MAY CONTAIN UP TO 4%	25.00 g
022889-78-7	4-AMINO-3,5-DICHLOROPYRIDINE	2.50 G
022921-68-2	2-BROMO-5-METHOXYBENZOIC ACID	5.00 G
022980-09-2	INDOLE-3-GLYOXYLYL CHLORIDE 98+%	50.00 g
023111-03-7	2,2-DIMETHYL-5-(1H-PYRROL-2-YLMETHYLENE)-1,3-DIOXANE-4,6-DIONE 99%	5.00 g
023279-22-3	3-AMINO-L-TYROSINE DIHYDROCHLORIDE	1.00 G
023364-44-5	(1S,2R)-(+)-2-AMINO-1,2-DIPHENYLETHANOL	5.00 G
023432-39-5	4-HYDROXY-6-METHOXYQUINOLINE	1.00 g
023468-31-7	6-CHLOROPIPERONYL CHLORIDE	5.00 G
023537-25-9	L-CYSTEIC ACID MONOHYDRATE 99+%	25.00 g
023576-81-0	6-CHLOROIMIDAZO[2,1-B]THIAZOLE	10.00 g
023680-84-4	4-AMINO-2-CHLORO-6,7-DIMETHOXYQUINAZOLINE 98+%	5.00 g
023779-97-7	4-CHLORO-8-(TRIFLUOROMETHYL)QUINOLINE	5.00 G
023799-60-2	5-CHLOROBENZO[B]THIOPHENE-3-ACETONITRILE	5.00 g
023819-87-6	5-BROMO-4,6-DIMETHYL-2-HYDROXYPYRIDINE-3-CARBONITRILE	5.00 G
023834-14-2	7-CHLORO-4-HYDRAZINOQUINOLINE	10.00 G
024016-03-3	2-AMINO-3-BENZYLOXYPYRIDINE	25.00 G
024057-28-1	PYRIDINIUM P-TOLUENESULFONATE	25.00 G
024065-33-6	5-CHLOROTHIOPHENE-2-CARBOXYLIC ACID	25.00 G
024313-88-0	3,4,5-TRIMETHOXYANILINE	10.00 G
024327-08-0	ENDO-BICYCLO(2.2.2)OCT-5-ENE-2,3-DICARBOXYLIC ANHYDRIDE	1.00 G
024425-13-6	2-TERT-BUTYLBENZIMIDAZOLE	5.00 G
024596-19-8	4-BROMO-2,6-DIMETHYLANILINE	5.00 G
024629-25-2	L-ISOLEUCINOL	1.00 G
024734-68-7	3-PHENYLPROPYL MERCAPTAN	25.00 G
024807-56-5	5-BROMO-3-NITRO-1,2,4-TRIAZOLE	5.00 G
024812-90-6	METHYL 3-AMINO-4-METHOXYBENZOATE	6.00 G
024827-74-5	N-DECYLTHIOUREA	1.00 G
024892-49-7	2,4-DIMETHYL-2,4-PENTANEDIOL	5.00 G
024974-75-2	2-NITRO-ALPHA-TOLUENESULFONYL CHLORIDE 98%	1.00 g
025016-01-7	5-BROMO-O-ANISALDEHYDE 99%	25.00 g
025084-14-4	5-NITRO-2-FUROYL CHLORIDE	1.00 G
025400-83-3	5-DIMETHYLAMINO-2-METHYL-3-PENTYN-2-OL	5.00 G
025414-22-6	2-METHOXYFURAN	5.00 G
025569-97-5	THIOPHENE-2-CARBOXYLIC ACID ANHYDRIDE	1.00 G
025784-91-2	2-CHLORO-5-NITROBENZOYL CHLORIDE	25.00 G
025952-53-8	1-ETHYL-3-(3-DIMETHYLAMINOPROPYL)CARBODIIMIDE HYDROCHLORIDE	10.00 G
026155-31-7	MORANTEL TARTRATE SALT	5.00 g
026168-40-1	3-ACETYLTIANAPHTHENE	1.00 G
026299-14-9	PYRIDINIUM CHLOROCHROMATE	25.00 G
026377-17-3	ETHYL ISONICOTINOYLACETATE	2.50 g
026386-88-9	DIPHENYLPHOSPHORYL AZIDE	25.00 G
026389-60-6	N-PROPYLCYCLOPROPANEMETHYLAMINE	25.00 G
026638-43-7	METHYL 2-(CHLOROSULFONYL)BENZOATE 90% TECH	5.00 g
026717-67-9	DIMETHYL ETHYLMALONATE >97% PURUM	500.00 ml
026961-27-3	2-AMINO-4,5-DIMETHOXYBENZONITRILE	5.00 G
026988-72-7	1-METHYL-DL-TRYPTOPHAN 97%	1.00 g
027006-76-4	5-CHLORO-1,3-DIMETHYLPYRAZOLE-4-CARBOXALDEHYDE	10.00 g
027104-73-0	METHYL 3-ISOQUINOLINECARBOXYLATE 98%	1.00 g
027246-81-7	3-BROMOPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
027419-09-6	2-AMINO-4-HYDRAZINO-6-METHYL-1,3,5-TRIAZINE	2.50 G
027527-05-5	(S)-CYCLOHEXYLALANINE	5.00 G
027527-05-5	(S)-(-)-ALPHA-AMINOCYCLOHEXANEPROPIONIC ACID HYDRATE TECH	5.00 g
027607-77-8	TRIMETHYLSILYL TRIFLUOROMETHANESULFONATE	50.00 G
027830-16-6	3-ETHOXYBENZHYDRAZIDE	1.00 G
027918-19-0	4-SULPHONAMIDOPHENYLHYDRAZINE HYDROCHLORIDE	10.00 G
028052-84-8	5-METHOXY-DL-TRYPTOPHAN >97% PURUM	1.00 g
028236-62-6	2,4-DICHLOROPHENOXYACETIC ACID HYDRAZIDE	5.00 G
028443-69-8	4-AMINO-2,3,5-TRICHLOROPYRIDINE 98%	1.00 g
028469-92-3	2,6-DICHLOROSTYRENE	2.00 G
028480-70-8	5'-CHLORO-2'-HYDROXY-4'METHYLACETOPHENONE 99%	5.00 g
028562-53-0	4-ACETOXY-2-AZETIDINONE	1.00 G

028562-58-5	4-BENZOYLOXY-2-AZETIDINONE	5.00 G
028657-80-9	CINOXACIN	5.00 g
028733-43-9	5-BROMOPYRIDINE-3-CARBOXAMIDE	2.50 G
028783-35-9	1-(4-BROMOTHIEN-2-YL)-2-NITROETHENE	10.00 g

028868-76-0	DIMETHYL CHLOROMALONATE 94% CONTAINS APPROX 4-5% DIMETHYL DICHLOROMALO	100.00 g
028917-43-3	3,5-DIBENZYLOXYBENZOIC ACID	25.00 G
028920-43-6	FMOC-CHLORIDE 99+% CORROSIVE	100.00 g
029110-74-5	3-CHLOROINDAZOLE 98%	25.00 g
029133-99-1	4,6-DICHLORO-2,5-DIPHENYLPYRIMIDINE 99%	5.00 g
029148-27-4	DIETHYL 2-(P-TOLYL)MALONATE 97%	5.00 g
029263-94-3	DIETHYL 2-BROMO-2-METHYLMALONATE 98%	100.00 g
029364-29-2	SODIUM 2-METHYL-2-PROPANETHIOLATE	10.00 G
029418-67-5	2-BROMOBENZHYDRAZIDE	5.00 G
029558-77-8	4-(4-BROMOPHENYL)PHENOL 97%	25.00 g
029815-94-9	BIS(4-CHLOROPHENOXY)ACETIC ACID 99%	25.00 g
029976-82-7	1-(2-HYDROXY-5-METHYLPHENYL)-3-PHENYL-1,3-PROPANEDIONE 97%	5.00 g
030006-03-2	3-BENZOYL-2-THIOPHENECARBOXYLIC ACID	1.00 G
030007-47-7	5-BROMO-5-NITRO-1,3-DIOXANE	5.00 G
030044-51-0	S-(TERT-BUTYLTHIO)-L-CYSTEINE HYDRATE 98%	25.00 g
030162-37-9	3-PYRIDYLTHIOUREA	10.00 G
030414-53-0	METHYL 3-OXOPENTANOATE 98%	25.00 ml
030414-54-1	METHYL BUTYRYLACETATE 95%	25.00 g
030418-59-8	3-AMINOPHENYLBORONIC ACID MONOHYDRATE 98%	5.00 g
030418-59-8	3-AMINOBENZENEBOBORONIC ACID MONOHYDRATE	1.00 G
030752-18-2	4-N-AMYLOXYBROMOBENZENE	5.00 G
030866-24-1	ETHYL 3-HYDRAZINO-3-OXOPROPIONATE	5.00 G
030991-42-5	2-HYDROXY-3-METHYLBENZHYDRAZIDE	5.00 G
031009-31-1	8-FLUORO-4-HYDROXY-2-(TRIFLUOROMETHYL)QUINOLINE	10.00 G
031118-87-3	2,4,6-TRICHLOROPHENYLTHIOUREA	1.00 G
031230-17-8	3-AMINO-5-METHYLPYRAZOLE	25.00 G
031252-42-3	4-BENZYLPIPERIDINE	100.00 G
031431-19-3	4-AMINO-3-NITROBENZOPHENONE	10.00 G
031431-39-7	MEBENDAZOLE	25.00 G
031736-73-9	4-BROMO-BETA-CHLOROPROPIOPHENONE	5.00 G
031795-44-5	5-FORMYL-2-FURANSULFONIC ACID, SODIUM SALT	50.00 G
031805-83-1	1,3-BIS(METHYLTHIO)-2-PROPANOL	1.00 G
031909-58-7	2-FUROYLACETONITRILE	1.00 G
032005-36-0	BIS(DIBENZYLIDENEACETONE)PALLADIUM(O)	1.00 G
032066-29-8	4-HYDROXYBENZOYLACETIC ACID METHYL ESTER	1.00 g
032315-10-9	TRIPHOSGENE	5.00 G
032316-92-0	2-NAPHTHYLBORONIC ACID >97% PURUM	5.00 g
032316-92-0	2-NAPHTHALENEBORONIC ACID	5.00 G
032499-64-2	N-CARBOETHOXYTROPINONE 97%	5.00 g
032503-27-8	TETRABUTYLAMMONIUM HYDROGENSULFATE	25.00 G
032707-89-4	3,5-BIS(TRIFLUOROMETHYL)BENZYL ALCOHOL	1.00 G
032807-28-6	METHYL 4-CHLOROACETOACETATE 97%	25.00 ml
032857-62-8	(ALPHA,ALPHA,ALPHA-TRIFLUORO-P-TOLYL)ACETIC ACID 97%	5.00 g
032862-97-8	3-BROMOCINNAMIC ACID	5.00 G
033034-67-2	2-CHLORO-4-(TRIFLUOROMETHYL)PYRIMIDINE	1.00 G
033100-27-5	15-CROWN-5	25.00 ML
033105-81-6	DL-TERT-LEUCINE >99% PURISSIMUM	1.00 g
033252-63-0	5-(TRIFLUOROMETHYL)-2-PYRIDINOL	5.00 G
033330-46-0	2-CHLOROETHYL(4-FLUOROPHENYL)SULPHONE	5.00 G
033403-97-3	4-(ETHYLAMINOMETHYL)PYRIDINE	10.00 G
033588-54-4	3-ACETOXY-1-ACETYL-5-BROMOINDOLE	1.00 G
033611-48-2	3-(3-PYRIDYLMETHYLAMINO)PROPIONITRILE 98%	25.00 g
033687-99-9	4-HYDROXY-2(5H)-THIOPHENONE	1.00 G
033851-22-8	METHYL 6-CHLORO-3-HYDROXYBENZO[B]THIOPHENE-2-CARBOXYLATE	10.00 g
033898-90-7	2-THENOYLACETONITRILE	1.00 G
034202-69-2	HEXAFLUOROACETONE TRIHYDRATE	90.00 G
034338-96-0	(2S,5S)-(+)-HEXANEDIOL	1.00 G
034846-64-5	3-QUINOLINECARBONITRILE 98%	5.00 g
034959-81-4	ETHYL 3-CHLORO-2,4-DIOXOPENTANOATE TECH	10.00 g
035034-22-1	4-FORMYL-2-METHYLIMIDAZOLE	10.00 G
035120-10-6	(METHYLTHIO)ACETONITRILE	100.00 G
035373-63-8	DL-4-CHLOROPHENYLALANINOL	1.00 G
035573-93-4	3-CHLOROPROPIONALDEHYDE DIETHYL ACETAL	25.00 G
035578-47-3	4,4'-DIBROMOBENZIL	5.00 G
035578-47-3	4,4'-DIBROMOBENZIL 98%	5.00 g
035608-63-0	3-CHLORO-L-TYROSINE 97%	1.00 g

035681-66-4	1-ETHYL-5-iodo-2-methyl-4-nitroimidazole	5.00 g
035696-77-6	2,4-dimethoxyphenylthiourea	1.00 G
035853-41-9	2,8-bis(trifluoromethyl)-4-quinolinol 99%	1.00 g

035853-45-3	4-BROMO-2,8-BIS(TRIFLUOROMETHYL)QUINOLINE	1.00 G
035975-00-9	5-AMINO-6-NITROQUINOLINE 97%	5.00 g
036016-38-3	TERT-BUTYL N-HYDROXYCARBAMATE	5.00 G
036082-50-5	5-BROMO-2,4-DICHLOROPYRIMIDINE	5.00 G
036157-40-1	3-ACETYL-2,5-DICHLOROTHIOPHENE 98%	5.00 g
036226-32-1	1-(3-PYRIDYLMETHYL)UREA	25.00 G
036239-09-5	ETHYL MALONYL CHLORIDE TECH	25.00 g
036315-01-2	2-AMINO-4,0-DIMETHOXPYRIMIDINE	5.00 G
036330-85-5	FENBUFEN	1.00 G
036476-78-5	3-AZETIDINECARBOXYLIC ACID	250.00 MG
036600-66-5	4-TERT-BUTYLPHENYLHYDRAZINE HYDROCHLORIDE	1.00 G
036635-61-7	TOSYLMETHYL ISOCYANIDE	25.00 g
036653-82-4	1-HEXADECANOL	100.00 G
036692-49-6	METHYL 3,4-DIAMINO BENZOATE	5.00 G
036765-84-1	3-NITROPHENACYLAMINE HYDROCHLORIDE 98% PLEASE ASK FOR BULK PRICES (250	5.00 g
036823-88-8	4-(TRIFLUOROMETHOXY)BENZOYL CHLORIDE	5.00 G
036878-91-8	ETHYL BETA-OXO-3-FURANPROPIONATE 98%	1.00 g
036947-68-9	2-ISOPROPYLIMIDAZOLE	100.00 G
036965-71-6	5,10,15,20-TETRAKIS(PENTAFLUOROPHENYL)-21H,23H-PORPHINE IRON(III) CHL	100.00 MG
036983-36-5	ETHYL 3-(2-THENOYL)PYRUVATE	25.00 g
037062-71-8	3'-HEXYLOXYACETOPHENONE	10.00 G
037074-39-8	4-CHLORO-3-METHYLACETOPHENONE 97%	5.00 g
037110-18-2	1,3-DIHYDROXYACETONE OXIME	25.00 G
037143-85-4	1-(2-FURFURYL)-3-PHENYL-2-THIOUREA	2.00 g
037167-59-2	DI METHYL DIBROMOMALONATE 98%	50.00 g
037466-90-3	ETHYL 3,4-DIAMINO BENZOATE	1.00 G
037517-81-0	METHYL MALONYL CHLORIDE 97%	25.00 g
037674-72-9	6-CHLOROCHROMAN-4-ONE	1.00 G
037885-41-9	2,4-DICHLOROPROPIOPHENONE 98%	5.00 g
038202-27-6	ETHYL O-MESITYLSULFONYLACETOHYDROXAMATE	5.00 G
038235-71-1	3-HYDRAZINO BENZOIC ACID 95+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
038293-63-9	DIMETHYL 4-OXOTETRAHYDROTHIOPHENE-2,3-DICARBOXYLATE	10.00 g
038323-22-7	DIMETHYL (4-NITROBENZYLIDENE)MALONATE 99%	50.00 g
038453-93-9	3-ETHOXYCARBONYL-1-(TERT-BUTYL)PENTANE-1,4-DIONE	25.00 g
038499-08-0	TRIPHENYLMETHANESULFENAMIDE	5.00 G
038573-88-5	1-BROMO-2,3-DIFLUOROBENZENE 98%	5.00 g
038663-85-3	2-METHOXYETHYL ISOTHIOCYANATE	5.00 G
038762-41-3	4-BROMO-2-CHLOROANILINE	50.00 G
038818-50-7	4-CHLORO-3-NITROBENZOYL CHLORIDE	25.00 G
038956-79-5	3-METHYLPYRIDAZIN-6-YL HYDRAZINE	2.50 G
038985-72-7	2-FLUOROPHENYLTHIOSEMICARBAZIDE	5.00 G
038998-17-3	2,3-DIMETHYL-P-ANISALDEHYDE	10.00 G
039070-63-8	3,4-DIAMINO BENZOPHENONE	25.00 G
039079-62-4	CHROMONE-3-CARBOXYLIC ACID 98%	5.00 g
039081-91-9	2,5-DIBROMO-3,4-HEXANEDIONE 95%	100.00 g
039232-91-2	3-METHOXYPHENYLHYDRAZINE HYDROCHLORIDE 98+%	1.00 g
039365-88-3	POTASH, SULFURATED	100.00 G
039416-48-3	PYRIDINIUM BROMIDE-PERBROMIDE	50.00 G
039515-51-0	3-PHENOXYBENZALDEHYDE	10.00 G
039546-32-2	ISONIPECOTAMIDE	25.00 G
039547-15-4	2-HYDROXY-4-METHOXYANILINE HYDROCHLORIDE	1.00 G
039549-31-0	6-AMINO-2,4-DICHLORO-3-METHYLPHENOL HYDROCHLORIDE	5.00 G
039565-00-9	2-ACETYL-5-NITROTHIOPHENE	1.00 G
039603-24-2	5,7-DIMETHYLISATIN 96%	5.00 g
039627-84-4	2-NAPHTHOIC HYDRAZIDE	1.00 G
039634-42-9	4-(4-(TRIFLUOROMETHYL)PHENOXY)PHENOL	5.00 G
039637-99-5	(R)-(-)-ALPHA-METHOXY-ALPHA-(TRIFLUOROMETHYL)PHENYLACETYL CHLORIDE 99%	100.00 mg
039665-12-8	L-LYSINE HYDRATE 97%	25.00 g
039887-95-1	METHYL ISOCYANOACETATE	5.00 G
039692-17-6	1-AMINO-1-CYCLOHEXANECARBOXYLIC ACID HYDROCHLORIDE 98%	250.00 g
039755-95-8	5-METHOXYISATIN 98+% ASSAY METHOD: BY HPLC	25.00 g
039815-78-6	3-OXOENANTHIC ACID METHYL ESTER	25.00 ML
039885-50-2	4-AMINO-3-CHLOROBENZOTRIFLUORIDE	5.00 G
040101-17-5	3,3'-DIMETHOXYBENZIL	5.00 G
040101-17-5	3,3'-DIMETHOXYBENZIL 99+%	5.00 g
040138-16-7	2-FORMYLBENZENE BORONIC ACID	5.00 G
040187-51-7	5-ACETYLSALICYLAMIDE 98+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g

040353-34-2	7-NITRO-1-TETRALONE	2.00 G
040365-61-5	2-(3-BUTYNYLOXY)TETRAHYDRO-2H-PYRAN	5.00 G

040371-51-5	(S)-(-)-4-AMINO-2-HYDROXYBUTYRIC ACID 96%	25.00 g
040397-95-3	2-CHLORO-4-NITROPHENYL ISOCYANATE	1.00 G
040420-22-2	DIETHYL 3-OXOPIMELATE	5.00 g
040477-45-0	3,4-DIBROMO-2,5-DICHLOROTHIOPHENE	25.00 g
040635-66-3	1-CHLOROCARBONYL-1-METHYLETHYL ACETATE	5.00 G
040637-56-7	DIMETHYL ALLYLMALONATE 97%	50.00 g
040677-44-9	2-AMINO-4,6-DICHLORO-5-METHYLPHENOL 98% PLEASE ASK FOR BULK PRICES (2	500.00 g
040706-98-7	3,4-DIFLUOROPHENACYL BROMIDE	5.00 g
040785-72-6	4-(5-BROMOPENTYLOXY)-2-HYDROXY ACETOPHENONE	10.00 g
040876-98-0	DIETHYL OXALACETATE, SODIUM SALT 95% MAY CONTAIN UP TO 1% BENZENE	100.00 g
040932-63-6	3-ACETYL-2-METHYL-5-PHENYLTHIOPHENE	1.00 G
041051-15-4	METHYL 4-METHOXYACETOACETATE 97%	25.00 g
041051-15-4	METHYL 4-METHOXYACETOACETATE	25.00 G
041051-21-2	N-OCTYL 4-CHLOROACETOACETATE 85% TECH	100.00 ml
041197-29-9	DICHLOROMETHANESULPHONYL CHLORIDE 95%	10.00 g
041458-65-5	6-AMINO-2,4-XYLENOL	10.00 G
041492-05-1	1-BROMO-4-BUTYLBENZENE	25.00 G
041963-20-8	4-BROMO-3-METHYLBENZONITRILE	5.00 G
042348-86-7	5-CHLORO-1-INDANONE 99%	5.00 g
042429-27-6	L-PROLINAMIDE HYDROCHLORIDE	5.00 G
042456-75-7	5-ACETYL-2-CHLORO-3-NITROTHIOPHENE	6.00 g
042521-08-4	2,6-DICHLOROPYRIDINE-4-CARBONYL CHLORIDE 97%	2.50 g
042753-71-9	6-AMINO-3-BROMO-2-METHYLPYRIDINE	1.00 G
042779-10-2	2-HYDROXYETHYL ISOBUTYL SULPHIDE	5.00 G
042998-51-6	BENZYL ETHYL MALONATE 85% TECH	25.00 g
043088-42-2	ETHYL 2-AMINO-4-METHYLTHIOPHENE-3-CARBOXYLATE	5.00 G
043088-67-1	4-CHLORO-3-METHYLTHIENO[2,3-D]PYRIMIDINE	10.00 g
043100-38-5	4-TERT-BUTYLBENZHYDRAZIDE	5.00 G
043115-40-8	2-AMINO-4-(ETHYLSULFONYL)PHENOL	250.00 G
045534-08-5	3-AMINO-5-METHYLTHIO-1H-1,2,4-TRIAZOLE	25.00 G
048172-10-7	(S)-(+)-ALPHA-HYDROXY-1,3-DIOXO-2-ISOINDOLINEBUTYRIC ACID 98%	1.00 g
049561-96-8	4-(TRIFLUOROMETHOXY)PHENYLACETONITRILE	1.00 G
049721-45-1	4,5,6-TRIAMINOPYRIMIDINE SULFATE	5.00 G
049763-65-7	4-PENTYLBENZOYL CHLORIDE 96%	5.00 g
049844-90-8	4-CHLORO-2-METHYLTHIOPYRIMIDINE 98%	50.00 g
050634-05-4	2,5-DIMETHOXY-3-TETRAHYDROFURANCARBOXALDEHYDE	1.00 G
050634-31-6	TERT-BUTYL 3,4,5-TRIMETHYL-2-PYRROLECARBOXYLATE	1.00 G
050703-06-5	METHYL THIAZOLIDINE-2-CARBOXYLATE HYDROCHLORIDE	5.00 G
050709-33-6	2-BROMOPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
050709-36-9	2,6-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE	1.00 G
050778-75-1	2,5-BIS(2,2,2-TRIFLUOROETHOXY)BENZOIC ACID HYDRAZIDE	2.50 G
050847-09-1	2-BROMO-4,5-DICYANOIMIDAZOLE	10.00 g
050995-95-4	2-N-PROPYLIMIDAZOLE	5.00 G
051049-14-0	6,8-DIMETHOXY-4-METHYLQUINOLINE 98+% ASSAY METHOD: BY GAS CHROMATOGRA	1.00 g
051285-05-3	PYRAZINE-2-CARBOXAMIDE OXIME	5.00 g
051285-26-8	2-AMIDINOPYRIDINIUM CHLORIDE	1.00 G
051389-04-9	2-(ALLYLTHIO)BENZIMIDAZOLE	1.00 G
051523-79-6	2,4-DIFLUOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
051527-18-5	2-ACETYL-5-CHLORO-3-METHYLBENZO[B]THIOPHENE	2.50 g
051527-19-6	5-CHLORO-3-METHYLBENZO[B]THIOPHENE-2-ACETIC ACID	5.00 g
051546-12-4	2-CHLORO-5-(METHYLTHIO)BENZOIC ACID	50.00 G
051584-21-5	2,5-DICHLORO-3,4-DINITROTHIOPHENE	10.00 g
051639-48-6	4'-PIPERAZINOACETOPHENONE	5.00 G
051707-38-1	3,5-DIMETHOXYBENZHYDRAZIDE	5.00 G
051757-47-2	5-(2-ADAMANTYLIDENE)-2,2-DIMETHYL-1,3-DIOXANE-4,6-DIONE 99%	5.00 g
051828-97-8	4-METHYLTHIO-2-OXOBUTYRIC ACID, SODIUM SALT	1.00 G
051863-60-6	3',5'-DIHYDROXYACETOPHENONE	10.00 G
051887-89-9	3-CHLORO-L-ALANINE HYDROCHLORIDE 98%	1.00 g
051947-45-6	4-HYDROXY BENZYLIDENE MALONIC ACID DIMETHYL ESTER 97+%	25.00 g
052119-38-7	ETHYL 2-(3-NITROBENZOYL)ACETATE	25.00 g
052119-38-7	ETHYL 3-NITROBENZOYLACETATE 97%	25.00 g
052119-38-7	ETHYL 3-NITROBENZOYLACETATE	25.00 G
052267-39-7	BENZYL METHYL MALONATE 90% MAY CONTAIN UP TO 10% DIMETHYL MALONATE	25.00 g
052334-81-3	2-CHLORO-5-(TRIFLUOROMETHYL)PYRIDINE	50.00 G
052356-01-1	2-HYDRAZINOBENZOIC ACID HYDROCHLORIDE	5.00 G
052409-22-0	TRIS(DIBENZYLIDENEACETONE)DIPALLADIUM(0)	5.00 G
052431-30-8	2,5-DIBROMO-3,4-DINITROTHIOPHENE 95%	5.00 g

052522-99-3	5-iodo-2,4-dimethoxypyrimidine 98%	2.50 g
052671-64-4	4-amino-3-chlorophenol hydrochloride	25.00 G

052784-32-4	METHYL 2-OXO-1-CYCLOHEPTANECARBOXYLATE 99%	25.00 g
052784-32-4	METHYL 2-OXO-1-CYCLOHEPTANECARBOXYLATE	5.00 G
052809-07-1	(+)-QUISQUALIC ACID	5.00 MG
052894-25-4	1,2,7,8-OCTANETETROL	25.00 G
053055-05-3	3-METHOXY-2-NITROBENZALDEHYDE	5.00 G
053348-04-2	9,10-DIAMINOPHENANTHRENE	1.00 G
053460-46-1	1,3,3-TRIMETHYL-6-AZABICYCLO(3.2.1)OCTANE	5.00 ML
053631-18-8	3-FLUOROPHENACYL BROMIDE	5.00 G
054187-96-1	1-(CHLOROMETHYL)-1H-BENZOTRIAZOLE	10.00 G
054288-70-9	4-BROMOPIPERIDINE HYDROBROMIDE	10.00 G
054454-10-3	5-CHLORO-1,3-DIMETHYLPYRAZOLE	5.00 G
054550-36-6	2-(2-ETHOXYETHOXY)ETHYL BROMIDE	10.00 G
054574-82-2	2-(4-(DIBUTYLAMINO)-2-HYDROXYBENZOYL)BENZOIC ACID	250.00 G
054589-71-8	2,4,8-TRICHLORODIBENZOFURAN 98%	25.00 g
054610-70-7	2-AMIDINOTHIOPHENE HYDROCHLORIDE 95%+	5.00 g
054863-78-4	2-(TRIBUTYLSTANNYL)THIOPHENE	50.00 ML
054812-56-5	3-CHLORO-P-TOLYLHYDRAZINE HYDROCHLORIDE	10.00 G
054897-59-5	2,3-DIAMINOPROPIONIC ACID MONOHYDROCHLORIDE 98%	5.00 g
054950-20-8	METHYL NICOTINOYLACETATE	2.00
055268-74-1	PRAZIQUANTEL	5.00 G
055506-37-1	2-AMINO-5-CHLOROTHIAZOLE HYDROCHLORIDE 97%	25.00 g
055715-03-2	4-(BROMOMETHYL)-3-NITROBENZOIC ACID	1.00 G
055752-58-4	2,3-DIMETHYLPHENYLTHIOUREA	1.00 G
055959-84-7	2-HYDRAZINO-2-IMIDAZOLINE HYDROBROMIDE	1.00 G
056043-01-7	2-AMINO-6-METHYLBENZONITRILE	25.00 G
056043-01-7	2-AMINO-6-METHYLBENZONITRILE >95% PRACTICAL	5.00 g
056406-50-9	3-NITROBENZAMIDINE HYDROCHLORIDE	5.00 G
056553-60-7	SODIUM TRIACETOXYBOROHYDRIDE 95%	25.00 g
056686-16-9	5-BROMO-2,4-DIMETHOXPYRIMIDINE 97%	5.00 g
056737-78-1	2,5-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
056961-77-4	1-BROMO-2,3-DICHLORO BENZENE 98%	25.00 g
057070-71-0	3,4-DIAMINOBENZOPHENONE MONOHYDROCHLORIDE 97%	100.00 g
057297-29-7	CYCLOPROPYLCARBAMIDINE HYDROCHLORIDE	1.00 G
057365-08-9	2-AMINO-N-CYCLOHEXYL-N-METHYLBENZYLAMINE	5.00 G
057411-64-0	6-CHLORO-1,3,4-TRIMETHYL-1H-PYRAZOLO [3,4-B]PYRIDINE	5.00 g
057497-39-9	N-(TERT-BUTYL)HYDROXYLAMINE HYDROCHLORIDE	1.00 G
057729-79-0	4-AMINO-3-CHLORO-5-NITROBENZOTRIFLUORIDE 97%	5.00 g
057848-46-1	4-BROMO-2-FLUOROBENZALDEHYDE	25.00 G
057946-56-2	4-CHLORO-2-FLUOROANILINE	125.00 G
057988-58-6	4-(4-BROMOPHENYL)-4-PIPERIDINOL	5.00 G
058086-67-2	2-FLUORO-1-METHYLPYRIDINIUM P-TOLUENESULFONATE	5.00 G
058230-69-6	N-(4-AMINO-2-METHYLPHENYL)-4-CHLOROPHTHALIMIDE	10.00 G
058249-87-9	2-(BENZOYLOXYMETHYL)BENZOYL CHLORIDE	1.00 G
058253-99-9	3-ACETYL-2,6-BIS(TERT-BUTYLAMINO)-4-METHYLPYRIDINE	10.00 G
058452-00-9	3-BENZYLOXY-4-METHOXYBENZOIC ACID	1.00 G
058473-74-8	TRANS-3-BROMO-N-ETHYLCINNAMAMIDE	100.00 G
058539-11-0	ETHYL 3-BROMO-2-(BROMOMETHYL)PROPIONATE	5.00 G
058711-02-7	2-ETHYLPHENYLHYDRAZINE HYDROCHLORIDE	10.00 G
058728-64-6	4-AMINO-1-NAPHTHALENECARBONITRILE 97%	5.00 g
058821-95-7	TINYATOXIN	500.00 UG
058897-74-8	3-(4-CYCLOHEXYLBENZOYL)ACRYLIC ACID	1.00 G
059016-93-2	4-(HYDROXYMETHYL)BENZENE BORONIC ACID	1.00 G
059337-92-7	2-(METHOXYCARBONYL)THIOPHENE-3-SULFONYL CHLORIDE 95%+	5.00 g
059414-23-2	TRANS-1-METHOXY-3-(TRIMETHYLSILYLOXY)-1,3-BUTADIENE 90% MAY CONTAIN 2	1.00 g
059997-51-2	4,4-DIMETHYL-3-OXOPENTANENITRILE	25.00 G
060075-23-2	3,4-DIMETHOXYPHENYLACETIC ACID HYDRAZIDE	1.00 G
060267-37-0	DOWEX(R) 1X8-50 ION-EXCHANGE RESIN	100.00 G
060480-83-3	2,4-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE 97%	5.00 g
061008-98-8	(R)-(-)-3-CHLOROMANDELIC ACID 97%	25.00 g
061020-07-3	N-FORMYL-2-METHOXY-PIPERIDINE	25.00 G
061475-31-8	S(+)-HEXAHYDROMANDELIC ACID >98% PURUM	5.00 g
061495-04-3	2,2,2'-TRIMETHYLPROPIONANILIDE	5.00 G
061714-46-3	2-CHLORO-3-NITROTHIOPHENE-5-SULPHONAMIDE	10.00 g
061727-33-1	5-CHLORO-2-(METHYLTHIO)PYRIMIDINE-4-CARBOXYLIC ACID	2.50 g
061798-04-7	1,3-DIAMINOACETONE DIHYDROCHLORIDE MONOHYDRATE	1.00 G
061977-29-5	6-CHLORO-3-HYDROXY-1,2-BENZISOXAZOLE	5.00 g

062254-06-2	2'-CHLORO-2-(4-NITROBENZOYL)ACETANILIDE 95%	100.00 g
062462-05-9	5-METHOXY-3-OXOVALERIC ACID METHYL ESTER	5.00 g
062476-15-7	5-CHLORO-2-(ETHYLAMINO)ANILINE	2.50 g

062524-21-4	3-CHLORO BENZO[B]THIOPHENE-2-CARBOXYLIC ACID HYDRAZIDE	6.50 g
062635-52-3	2-IODOPHENYLTHIOUREA	1.00 G
062759-83-5	METHYL 4,4-DIMETHOXY-3-OXOVALERATE 97%	1.00 g
063040-83-5	TERT-BUTYL 4-ACETYL-3,5-DIMETHYL-2-PYRROLECARBOXYLATE	1.00 G
063126-52-3	N,N,N',N'-TETRAMETHYL-D-TARTARAMIDE	5.00 G
063155-04-4	4-CHLORO-1,2-DIAMINO-5-METHYLBENZENE	2.50 G
063242-14-8	4-BENZOYL-4'-BROMOBIPHENYL	25.00 G
063352-99-8	3,5-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
063435-16-5	METHYL 4-AMINO-3-HYDROXYBENZOATE	2.00 G
063503-60-6	3-CHLOROPHENYLBORONIC ACID 97%	10.00 g
063503-60-6	3-CHLOROPHENYLBORONIC ACID	10.00 G
063693-65-2	4-ISOPROPYLPHENYLHYDRAZINE	5.00 G
063980-69-8	5-CHLORO-2-METHOXYPHENYL THIOUREA	10.00 G
063980-71-2	1-(4-CHLORO-2-METHYLPHENYL)-2-THIOUREA	10.00 g
064010-12-4	1-(2-BROMOPHENOXY)-2-CHLOROETHANE	5.00 G
064362-32-9	3-BENZOYL-2-PYRIDINECARBOXYLIC ACID	5.00 G
064415-11-8	4,6-DICHLORO-2-METHYLTHIO-5-PHENYLPYRIMIDINE 95%	5.00 g
064920-29-2	ETHYL 2-OXO-4-PHENYLBUTYRATE	25.00 ML
064987-03-7	ETHYL 2-(FORMYLAMINO)-4-THIAZOLEGLYOXYLATE	5.00 G
064987-08-2	ETHYL 2-AMINO-4-THIAZOLEGLYOXYLATE	5.00 G
065427-54-5	DL-2,4-DIAMINO BUTYRIC ACID DIHYDROCHLORIDE	1.00 G
065427-54-5	DL-2,4-DIAMINO BUTYRIC ACID DIHYDROCHLORIDE 97%	1.00 g
065610-03-9	4-CHLORO-3-METHYLPHENACYL CHLORIDE	2.00 G
066108-30-3	2'-HYDROXY-5'-METHYL-3'-NITROACETOPHENONE 99%	25.00 g
066270-97-1	PHENACYL 4-(BROMOMETHYL)PHENYLACETATE	5.00 G
066339-19-3	3-DIETHYLAMINOPROPYLTHIOUREA	1.00 G
066424-91-7	5-METHYL-2-NITROBENZYL CHLORIDE	10.00 G
066472-86-4	3-AMINOPHENYLBORONIC ACID HEMISULFATE	25.00 g
066644-79-9	2-BROMO-4-METHYLPHENYLTHIOUREA	1.00 G
066971-55-9	1,3-DIMETHYL-4-NITROPYRAZOL-5-YLHYDRAZINE	5.00 G
067004-64-2	1-METHYL-2-PYRROLIDINEETHANOL	25.00 G
067174-68-9	ETHYL 4-HYDROXY-6-METHYL-2-OXO-3-CYCLOHEXENE-1-CARBOXYLATE 98%	1.00 g
067329-11-7	3,3'-DICHLOROPIVALIC ACID	25.00 G
067345-78-2	2-CHLORO-4-NITROBENZHYDRAZIDE	10.00 G
067373-56-2	DIMETHYLTHEXYLSILYL CHLORIDE 95%	5.00 g
067373-56-2	DIMETHYLTHEXYLSILYL CHLORIDE	25.00 G
067386-38-3	2-PHENOXYACETAMIDINE HYDROCHLORIDE	5.00 g
067451-43-8	DIETHYL PYRROL-1-YLMALONATE	10.00 g
067492-50-6	3,5-DICHLOROBENZENEBORONIC ACID	1.00 G
067567-26-4	4-BROMO-2,6-DIFLUOROANILINE	5.00 G
067823-26-1	3-METHYLISOXAZOL-5(4H)-ONE MORPHOLINE SALT >98% PURUM	25.00 g
067832-11-5	4-BROMO-2-METHYLBENZONITRILE 98%	25.00 g
067867-48-5	3-ACETYL-2,7-DIMETHYL-5H-(1)BENZOPYRANO(2,3-B)PYRIDIN-5-ONE	1.00 G
068014-21-1	N-BOC-IMINO-(TRIPHENYL)PHOSPHORANE	10.00 G
068282-53-1	4-METHYL-5-IMIDAZOLECARBOXALDEHYDE	5.00 G
068641-49-6	BIS(2-OXO-3-OXAZOLIDINYL)PHOSPHINIC CHLORIDE 97%	1.00 g
068641-49-6	BIS(2-OXO-3-OXAZOLIDINYL)PHOSPHINIC CHLORIDE	5.00 G
068716-47-2	2,4-DICHLOROBENZENEBORONIC ACID	1.00 G
068834-05-9	1-BROMO-4-(TETRAFLUOROETHOXY)BENZENE	5.00 G
068867-14-1	2-METHYL-5-BENZOTHIAZOLOL	5.00 G
069045-84-7	2,3-DICHLORO-5-(TRIFLUOROMETHYL)PYRIDINE	100.00 G
069614-95-5	4-(2-CHLOROETHYL)ACETOPHENONE	5.00 G
070091-75-7	ETHYL 4-NITROPHENYLGLYOXYLATE	1.00 G
070384-51-9	TRIS(2-(2-METHOXYETHOXY)ETHYL)AMINE	100.00 G
070484-02-5	6-BROMO-2,3-DICYANONAPHTHALENE	1.00 G
070849-60-4	N-(O-TOLYL)PIPERAZINE HYDROCHLORIDE	25.00 G
071026-66-9	N-BOC-1,4-PHENYLENE DIAMINE	1.00 G
071486-53-8	METHYL 4-OXO-3-PIPERIDINECARBOXYLATE HYDROCHLORIDE	5.00 G
071680-92-7	(4-ACETYLPHENYL)THIOUREA	1.00 G
071876-88-5	3,5-DINITRO-L-TYROSINE MONOHYDRATE 97%	5.00 g
072198-83-5	3-METHYL-4-NITROBENZOIC ACID HYDRAZIDE	5.00 G
072482-64-5	2,4-DIFLUOROBENZOYL CHLORIDE	5.00 G
072482-64-5	2,4-DIFLUOROBENZOYL CHLORIDE	25.00 G
072537-17-8	3-CHLORO-2-FLUORO-5-(TRIFLUOROMETHYL)PYRIDINE 98%	5.00 g
072760-85-1	3-AMINO-4-CYANO.5-(METHYLTHIO)PYRAZOLE	5.00 G
073096-42-1	5-(2-BROMOPHENYL)-1H-TETRAZOLE	1.00 G
073107-26-3	1-METHYL-1,2,3,6-TETRAHYDROPYRIDINE HYDROCHLORIDE	250.00 G

073640-74-1	4'-BENZYLOXY-2'-HYDROXY-3'METHYLACETOPHENONE 98%	25.00 g
073781-91-6	METHYL 6-CHLORONICOTINATE	1.00 G
073852-19-4	3,5-BIS(TRIFLUOROMETHYL)BENZENEBORONIC ACID	5.00 G

075140-04-4	4-(3-HYDROXYANILINO)-1,2-NAPHTHOQUINONE TECH	2.50 g
075140-07-7	4-(4-HYDROXYANILINO)-1,2-NAPHTHOQUINONE	2.50 g
075428-45-4	2-NITROTHIOPHENE-4-CARBOXALDEHYDE	1.00 G
075460-28-5	4'-BROMOBENZO-18-CROWN-6	1.00 G
075568-11-5	3,5-DIBROMO-O-PHENYLENEDIAMINE MONOHYDROCHLORIDE	500.00 MG
075806-84-7	2-BROMO-3-CHLORO-5-(TRIFLUOROMETHYL)PYRIDINE	5.00 G
076189-55-4	(R)-(+)-2,2'-BIS(DIPHENYLPHOSPHINO)-1,1'-BINAPHTHYL	100.00 MG
076350-90-8	2-METHYL-3-BIPHENYLMETHANOL	50.00 G
076839-21-9	4-PHENOXYPHENYLTHIOUREA	1.00 G
076953-33-8	N-(3-CHLOROPYRIDAZIN-6-YL)-N-METHYLHYDRAZINE	10.00 g
077227-81-7	3,5-DICHLORO-4-FLUOROBENZOTRIFLUORIDE	150.40 G
077326-36-4	2-AMINO-6-FLUOROBENZONITRILE	10.00 G
077771-02-9	3-BROMO-4-FLUOROBENZALDEHYDE 98%	5.00 g
077771-03-0	3-BROMO-4-FLUOROBENZYLAMINE HYDROCHLORIDE	5.00 G
077811-44-0	4-BROMO-2-METHYL-6-NITROANILINE	5.00 G
078068-85-6	3-CHLORO-4-FLUOROBENZOTRIFLUORIDE	5.00 G
078380-28-6	5-CHLOROTHIOPHENE-2-SULPHONYL HYDRAZINE TECH	10.00 g
078431-21-7	5-CHLORO-1,3-DIMETHYL-4-PHENYLAZOPYRAZOLE	10.00 g
078887-39-5	3-ACETAMIDOBENZENE BORONIC ACID 98%	5.00 g
078887-39-5	3-ACETAMIDOBENZENE BORONIC ACID	5.00 G
079456-26-1	2-AMINO-3-CHLORO-5-(TRIFLUOROMETHYL)PYRIDINE	25.00 G
079467-22-4	2-(2-(AMINOMETHYL)PHENYLTHIO)BENZYL ALCOHOL	5.00 G
079538-29-7	2,4,6-TRIFLUOROBENZOYL CHLORIDE	1.00 G
079544-29-9	2-FLUORO-6-IODOBENZONITRILE	1.00 G
079630-23-2	3-BROMO-4-FLUOROBENZONITRILE 98%	25.00 g
080500-27-2	4-METHYL-3-NITROPHENYLBORONIC ACID	5.00 g
080866-86-0	4-(4-(2-CARBOXYBENZOYL)PHENYL)BUTYRIC ACID	5.00 G
080892-32-6	AMBERLITE(R) IRP-64	100.00 G
080997-87-1	BETA-METHYL-DL-PHENYLALANINE HYDROCHLORIDE 99% MIXTURE OF APPROX 67% T	1.00 g
081012-99-9	3-HYDROXYBENZYLHYDRAZINE DIHYDROCHLORIDE	1.00 G
081453-98-7	3-ACETYL-1-(PHENYLSULFONYL)PYRROLE	1.00 G
081863-45-8	3-AMINO-4-METHYLBENZYL ALCOHOL	5.00 G
082039-90-5	5-AMINO-4-NITROIMIDAZOLE	1.00 G
082842-52-2	3-BROMO-2,4,6-TRIMETHYLANILINE 98%	25.00 g
082925-88-0	1,1,1-TRIS(CHLOROMETHYL)PROPANE	5.00 G
083179-55-9	3-(4-CYANOBENZOYL)-5,7-DIMETHOXYCOUMARIN	5.00 G
083558-87-6	2,2-BIS(3-AMINO-4-HYDROXYPHENYL)HEXAFLUOROPROPANE	10.00 G
083643-84-9	TRIFLUOROACETOACETIC ACID METHYL ESTER 96+% ASSAY METHOD: BY GAS CHROM	25.00 g
083846-85-9	4-(P-TOLYLTHIO)BENZOPHENONE	25.00 G
084110-40-7	(2-METHYLPROPYL)BORONIC ACID	5.00 G
084282-78-0	3-CHLORO-4-FLUOROPHENYLHYDRAZINE	1.00 G
084392-17-6	4'-(TRIFLUOROMETHYL)-2-BIPHENYLCARBOXYLIC ACID	25.00 G
084544-86-5	2-(PHENYLTHIO)ACETAMIDINE HYDROCHLORIDE	5.00 G
085006-23-1	3-AMINOPHENYLBORONIC ACID HYDROCHLORIDE	5.00 G
085866-02-0	7-OCTENE-1,2-DIOL	5.00 G
086270-03-3	3-(TRIFLUOROMETHOXY)BENZOYL CHLORIDE	1.00 G
086508-29-4	1-(4-CHLOROPHENYL)-2-(4-METHYLPHENYL)ETHAN-1,2-DIONE	10.00 g
086571-25-7	TRANS-1,1,1-TRIFLUORO-4-PHENYL-3-BUTEN-2-ONE	1.00 G
086801-04-9	1-(3-ACETYLPHENYL)-2-THIOUREA 98%	10.00 g
087199-16-4	3-FORMYLPHENYLBORONIC ACID 95%	5.00 g
087199-16-4	3-FORMYLBENZENE BORONIC ACID	1.00 G
087199-17-5	4-FORMYLPHENYLBORONIC ACID MAY CONTAIN UP TO 15% ANHYDRIDE	5.00 g
087199-17-5	4-FORMYLBENZENE BORONIC ACID	5.00 G
087392-05-0	(R)-TETRAHYDROFURAN-2-CARBOXYLIC ACID	1.00
087842-52-2	2-(2-BROMOETHYL)-2,5,5-TRIMETHYL-1,3-DIOXANE	5.00 G
088105-17-3	METHYL 3-CHLOROTHIOPHENE-2-CARBOXYLATE	10.00 g
088634-80-4	2-ETHYL-5-FORMYL-4-METHYLIMIDAZOLE	5.00 G
088686-29-7	2-METHOXY-5-METHYLPHENYLTHIOUREA	1.00 G
089151-84-8	2-HYDRAZINO-1,4,5,6 TETRAHYDROPYRIMIDINE HYDROBROMIDE	5.00 G
089265-35-0	2-METHYLSULPHONYLBENZENESULPHONYL CHLORIDE 95+% LOSS ON DRYING 5.0000%	2.50 g
089598-96-9	3-BROMOPHENYLBORONIC ACID 97%	5.00 g
089598-96-9	3-BROMOPHENYLBORONIC ACID	5.00 G
089793-11-3	METHYL 2-CHLORO-6-METHYLPYRIMIDINE-4-CARBOXYLATE	10.00 g
091339-74-1	2-AMINO-4-TERT-AMYLPHENOL	5.00 G
093324-65-3	1-PYRENEMETHYLAMINE HYDROCHLORIDE	1.00 G
093777-26-5	5-BROMO-2-FLUOROBENZALDEHYDE 98%	25.00 g

094741-69-2	4-AMINO-2-CHLOROPYRIMIDINE-5-CARBONITRILE	10.00 g
094741-70-5	4-AMINO-2-BROMOPYRIMIDINE-5-CARBONITRILE	10.00 g
094790-37-1	O-BENZOTRIAZOL-1-YL-N,N,N',N'-TETRAMETHYLURONIUM HEXAFLUOROPHOSPHATE	5.00 g

095124-07-5	DIMETHYL PROPARGYLMALONATE >97% PURUM	50.00 ml
095201-93-7	METHYL 4-BROMO-3-HYDROXYTHIOPHENE-2-CARBOXYLATE	25.00 g
096232-71-2	METHYL 4,5-DIBROMO-3-HYDROXYTHIOPHENE-2-CARBOXYLATE	25.00 g
096583-49-2	3-(4-CHLOROPHENYL)-1-(5-CHLOROTHIEN-2-YL)PROP-2-EN-1-ONE	10.00 g
096799-02-9	3-AMINO-5-(2-FURYL)PYRAZOLE	1.00 G
096799-03-0	5-AMINO-3-(2-THIENYL)PYRAZOLE	1.00 G
096861-65-3	AMILORIDE, 5-(N-METHYL-N-ISOBUTYL)	10.00 MG
097480-60-9	3,5-DIMETHYLPHENYLTHIOUREA	1.00 G
098015-53-3	1,2,2,2-TETRACHLOROETHYL CHLOROFORMATE	5.00 G
098155-24-9	ETHYL (R)-(-)-2-OXO-4-THIAZOLIDINECARBOXYLATE 95%	5.00 g
098437-24-2	BENZO[B]FURAN-2-BORONIC ACID 98%	5.00 g
098437-24-2	BENZO[B]FURAN-2-BORONIC ACID	5.00 G
098577-44-7	1,1-DIBROMO-2,2-BIS(CHLOROMETHYL)CYCLOPROPANE	10.00 G
098816-61-6	4-BROMO-N,N-DIISOPROPYLBENZYLAMINE	5.00 G
099304-37-7	5-BROMO-3-HYDROXY-2-INDOLINONE	2.00 G
099474-02-9	1-BROMO-4-N-HEPTANOYLBENZENE 97%	5.00 g
099960-09-5	2-ETHOXYCARBONYL PHENYL ISOTHIOCYANATE	2.00 G
100-01-6	4-NITROANILINE	100.00 G
100-07-2	P-ANISOYL CHLORIDE	5.00 G
100-07-2	P-ANISOYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	25.00 g
100-10-7	4-(DIMETHYLAMINO)BENZALDEHYDE 99% ACS REAGENT; ALCOHOL SOLUBILITY: TO	100.00 g
10010-93-2	3-METHYL-5-(TRIFLUOROMETHYL)PYRAZOLE	1.00 G
10010-93-2	3-METHYL-5-(TRIFLUOROMETHYL)PYRAZOLE 99% IRRITANT; RECENTLY USED IN TH	1.00 g
100-11-8	4-NITROBENZYL BROMIDE ORIGINAL CATALOG NUMBER: TCN0181-500G; VENDOR C	500.00 g
100-11-8	4-NITROBENZYL BROMIDE	25.00 G
100124-06-9	DIBENZOFURAN-4-BORONIC ACID	1.00 G
100124-06-9	DIBENZOTHIOPHENE-4-BORONIC ACID	5.00
100-14-1	4-NITROBENZYL CHLORIDE 99% BRN: 387187; CORROSIVE; EC NUMBER: 2028227;	100.00 g
100-15-2	N-METHYL-4-NITROANILINE 97%	10.00 g
1001-53-2	N-ACETYLETHYLENEDIAMINE	5.00 G
100-16-3	4-NITROPHENYLHYDRAZINE	5.00 G
10017-11-5	ALLYLAMINE HYDROCHLORIDE >98.5% ASSAY METHOD: BY TITRIMETRIC ANALYSIS;	25.00 g
100-18-5	1,4-DIISOPROPYLBENZENE 97% BRN: 1854739; EC NUMBER: 2028269; IRRITANT;	100.00 g
100-20-9	TEREPHTHALOYL CHLORIDE	100.00 G
100-20-9	TEREPHTHALOYL CHLORIDE 99+% BRN: 607796; CORROSIVE; DUPONT PRODUCT; EC	5.00 g
10025-67-9	SULFUR MONOCHLORIDE	50.00 G
10025-67-9	SULFUR MONOCHLORIDE 98% CORROSIVE; EC NUMBER: 2330362; LACHRYMATOR; RT	50.00 g
10025-69-1	TIN(II) CHLORIDE DIHYDRATE	100.00 G
10025-69-1	TIN(II) CHLORIDE DIHYDRATE 98% ACS REAGENT; CA <=0.005%; EC NUMBER: 23	100.00 g
10025-77-1	IRON(III) CHLORIDE HEXAHYDRATE	100.00 G
10025-77-1	FERRIC CHLORIDE HEXAHYDRATE	100.00 G
10025-78-2	TRICHLOROSILANE 99% CORROSIVE; EC NUMBER: 2330425; FLAMMABLE LIQUID; R	100.00 g
10025-82-8	INDIUM(III) CHLORIDE	10.00 G
10025-82-8	INDIUM(III) CHLORIDE 99.999% CORROSIVE; HIGHLY TOXIC; RTECS: NL1400000	1.00 g
10025-87-3	PHOSPHORUS OXYCHLORIDE 99% PACKAGED IN POLY-COATED BOTTLES	2.00 l
10025-87-3	PHOSPHORUS OXYCHLORIDE	1.00 L
10025-87-3	PHOSPHOROUS OXYCHLORIDE	250.00 g
10025-91-9	ANTIMONY(III) CHLORIDE	500.00 G
10025-91-9	ANTIMONY (III) CHLORIDE	250.00 G
10025-91-9	ANTIMONY TRICHLORIDE	500.00 G
10025-99-7	POTASSIUM TETRACHLOROPLATINATE(II)	1.00 G
10026-04-7	SILICON (IV) CHLORIDE 99% LIQUID; PURITY CALCULATED ON METALS BASIS	100.00 ml
10026-13-8	PHOSPHORUS (V) CHLORIDE 98% PURITY CALCULATED ON METALS BASIS; SOLID	100.00 g
10026-18-3	COBALT(III) FLUORIDE	5.00 G
10026-22-9	COBALT(II) NITRATE HEXAHYDRATE	10.00 G
10026-22-9	COBALT(II) NITRATE HEXAHYDRATE 98+% ACS REAGENT; ASSAY: 98.0-102.0%; C	100.00 g
10027-07-3	SUBEROYL CHLORIDE	1.000
10028-24-7	DI-SODIUM HYDROGEN PHOSPHATE-2-HYDRATE	500.00 G
100-28-7	4-NITROPHENYL ISOCYANATE	5.00 G
10029-04-6	2-(HYDROXYMETHYL)ACRYLIC ACID ETHYL ESTER	5.00 G
1003-03-8	CYCLOPENTYLAMINE 99% CORROSIVE; FLAMMABLE LIQUID	5.00 g
1003-04-9	TETRAHYDROTHIOPHEN-3-ONE	5.00 G
1003-10-7	GAMMA-THIOBUTYROLACTONE	10.00 G
10031-43-3	CUPRIC NITRATE TRIHYDRATE	100.00 G
10031-43-3	COPPER(II) NITRATE TRIHYDRATE	250.00
10031-82-0	4-ETHOXYBENZALDEHYDE	25.00 G

100-32-3	BIS(4-NITROPHENYL) DISULFIDE 50+% BY GC	25.00 g
1003-32-3	THIAZOLE-5-CARBOXALDEHYDE	1.00 G
10034-85-2	HYDROIODIC ACID	100.00 ML

10035-06-0	BISMUTH(III) NITRATE PENTAHYDRATE	100.00 G
10035-10-6	HYDROGEN BROMIDE 48%; ACS REAGENT; ACS SPECIFICATIONS: SAME AS FOR 24	500.00 ml
10035-10-6	HYDROGEN BROMIDE	100.00 ML
10035-10-6	HYDROBROMIC ACID	4.00 L
100-36-7	N,N-DIETHYLETHYLENEDIAMINE	5.00 G
100-36-7	N,N-DIETHYLETHYLENEDIAMINE 99% CORROSIVE; FLAMMABLE LIQUID	5.00 g
1003-67-4	4-PICOLINE N-OXIDE	100.00 G
1003-73-2	3-PICOLINE N-OXIDE	100.00 G
100377-63-7	VANILLIC ACID HYDRAZIDE	5.00 G
100-39-0	BENZYL BROMIDE	500.00 G
100-39-0	BENZYL BROMIDE 98% BRN: 385801; CONTAINS <=0.5% D-BROMOTOLUENE; CORROS	500.00 g
100-39-0	BENZYL BROMIDE 98% CONTAINS <=0.5% D-BROMOTOLUENE; CORROSIVE; LACHRYMA	100.00 g
10039-54-0	HYDROXYLAMINE SULFATE	100.00 G
10039-56-2	SODIUM HYPOPHOSPHITE MONOHYDRATE	100.00 G
10041-02-8	4-(IMIDAZOL-1-YL)PHENOL	1.00 G
100-42-5	STYRENE	1.00 L
10043-35-3	BORIC ACID	100.00 G
10043-52-4	CALCIUM CHLORIDE DIHYDRATE	100.00 G
1004-36-0	2,6-DIMETHYL-GAMMA-PYRONE	5.00 G
100-44-7	BENZYL CHLORIDE	250.00 G
100-44-7	BENZYL CHLORIDE 99% BRN: 471308; CANCER SUSPECT AGENT; EC NUMBER: 2028	250.00 g
100461-35-6	1-(PENTAMETHYLPHENYL)-2-PHENYLETHANE-1,2-DIONE	5.00 g
100-46-9	BENZYLAMINE	100.00
100-46-9	BENZYLAMINE 98+% BRN 741984; CORROSIVE / AIR SENSITIVE; EINECS 202-854	5.00 g
100-46-9	BENZYLAMINE 99%	100.00 g
100-47-0	BENZONITRILE	100.00 ML
10 047-2 8-6	BUTYL THIOGLYCOLATE 94% STENCH; TOXIC	250.00 ml
100-48-1	4-CYANOPYRIDINE 98% IRRITANT	100.00 g
10049-05-5	CHROMIUM(II) CHLORIDE 99.9% ANHYDROUS, POWDER; EC NUMBER: 2331633; H2O	1.00 g
100-49-2	CYCLOHEXYLMETHANOL	25.00 G
10049-21-5	SODIUM PHOSPHATE, MONOBASIC, MONOHYDRATE	500.00 G
100-51-6	BENZYL ALCOHOL	100.00 ML
100-51-6	BENZYL ALCOHOL 99+% ACS REAGENT; ASSAY: =>99.0% (GC); C6H5CHO <=0.01%;	500.00 ml
100-52-7	BENZALDEHYDE 99+% CHLORINE-FREE	100.00 g
100-52-7	BENZALDEHYDE	100.00 G
100-52-7	BENZALDEHYDE 99+% BRN: 471223; CHLORINE-FREE; EC NUMBER: 2028604; RTEC	100.00 g
100-52-7	BENZALDEHYDE 99.5+% BRN: 471223; EC NUMBER: 2028604; MUTAGEN; PACKAGED	100.00 ml
100-53-8	BENZYL MERCAPTAN	5.00 G
1005-38-5	4-AMINO-6-CHLORO-2-(METHYLTHIO)PYRIMIDINE	1.00 G
100-54-9	3-CYANOPYRIDINE	100.00 G
100-55-0	3-PYRIDYLCARBINOL	5.00 G
1005-56-7	PHENYL CHLOROTHIONOFORMATE 99% BRN: 774830; CORROSIVE; EC NUMBER: 2137	5.00 g
100-58-3	PHENYLMAGNESIUM BROMIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; BRN: 35888	100.00 ml
10060-12-5	CHROMIUM(III) CHLORIDE HEXAHYDRATE	100.00 G
100-60-7	N-METHYLCYCLOHEXYLAMINE	25.00 ML
100-60-7	N-METHYLCYCLOHEXYLAMINE 99% CORROSIVE; FLAMMABLE LIQUID	5.00 g
100-61-8	N-METHYLANILINE 99+% IRRITANT; TOXIC	10.00 g
100-61-8	N-METHYLANILINE	500.00 G
100-68-5	THIOANISOLE	25.00 G
100-69-6	2-VINYLPYRIDINE 97% BRN: 104505; CORROSIVE; EC NUMBER: 2028798; INHIBI	5.00 ml
100-70-9	2-CYANOPYRIDINE	100.00 G
1007-15-4	3'-BROMO-4'-FLUOROACETOPHENONE 96% IRRITANT	5.00 g
1007-16-5	3-BROMO-4-FLUOROBENZOIC ACID	25.00 G
10075-50-0	5-BROMOINDOLE	25.00 G
100-76-5	QUINUCLIDINE	5.00 G
100779-91-7	1-(3-BROMOPROPYL)PYRROLE >95% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PAC	1.00 g
100-81-2	3-METHYLBENZYLAMINE	5.00 G
100-81-2	3-METHYLBENZYLAMINE 98% CORROSIVE	5.00 g
100-82-3	3-FLUOROBENZYLAMINE	25.00 G
100-82-3	3-FLUOROBENZYLAMINE 97% BRN 1446928; CORROSIVE / AIR SENSITIVE; EINECS	5.00 g
100-82-3	3-FLUOROBENZYLAMINE 97% IRRITANT	5.00 g
100-83-4	3-HYDROXYBENZALDEHYDE	100.00 G
100-85-6	BENZYLTRIMETHYLAMMONIUM HYDROXIDE	100.00 ML
1009-67-2	ALPHA-METHYLHYDROCINNAMIC ACID	5.00 G
100-97-0	HEXAMETHYLENETETRAMINE	250.00 G

100-97-0	HEXAMETHYLENETETRAMINE 99+% ACS; SOLID	100.00 g
10099-58-8	LANTHANUM CHLORIDE	10.00 G
10101-97-0	NICKEL (II) SULFATE 98% BLUE-GREEN CRYSTALLINE	500.00 g
101-02-0	TRIPHENYL PHOSPHITE	500.00 G

101080-48-2	4-AMINO-5-AMINOMETHYL-2-METHYLPYRIMIDINE FREE BASE	1.00 g
10108-64-2	CADMIUM CHLORIDE	50.00 G
10111-08-7	2-IMIDAZOLECARBOXALDEHYDE	1.00 G
1011-15-0	1-(2-FLUOROPHENYL)PIPERAZINE	10.00 ML
101-18-8	3-HYDROXYDIPHENYLAMINE 97% IRRITANT	25.00 g
101209-08-9	4-ACETAMIDO-3-BROMOACETOPHENONE 98%	5.00 g
1012-91-5	1-(2,6-DIMETHYLPHENYL)PIPERAZINE	5.00 G
10130-89-9	4-(CHLOROSULFONYL)BENZOIC ACID	5.00 G
1013-25-8	1-(2,5-DIMETHYLPHENYL)PIPERAZINE 98+% BRN 611229; CORROSIVE; EINECS 21	5.00 g
1013-25-8	1-(2,5-DIMETHYLPHENYL)PIPERAZINE 99%	5.00 g
1013-76-9	1-(2,4-DIMETHYLPHENYL)PIPERAZINE	5.00 G
1013-88-3	BENZOPHENONE IMINE	0.00
1013-88-3	BENZOPHENONE IMINE 97% BRN: 1100371	5.00 g
1013-88-3	BENZOPHENONE IMINE 97%	25.00 g
10139-47-6	ZINC IODIDE	250.00 G
1014-05-7	1-(3,4-DIMETHYLPHENYL)PIPERAZINE 98%	1.00 g
101-41-7	METHYL PHENYLACETATE	100.00 G
10147-36-1	1-PROPANESULFONYL CHLORIDE	100.00 ML
10147-36-1	1-PROPANESULFONYL CHLORIDE =98.0% PURITY ASSAY METHOD: GAS CHROMATOGR	10.00 ml
10147-37-2	ISOPROPYLSULFONYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	25.00 g
10147-37-2	2-PROPANESULPHONYL CHLORIDE 98% BRN 1747497; CORROSIVE / MOISTURE SENS	25.00 g
10147-40-7	1-DODECANESULFONYL CHLORIDE	2.00 G
10152-76-8	ALLYL METHYL SULFIDE 98% FLAMMABLE LIQUID; STENCH	5.00 g
10160-87-9	PROPIOLALDEHYDE DIETHYL ACETAL	5.00 G
10160-87-9	PROPARGYLALDEHYDE DIETHYL ACETAL	5.00 ML
101646-02-0	3-CHLORO-4-FLUORO-5-NITROBENZOTRIFLUORIDE	5.00
101736-22-5	2-(5-METHYL-2-PHENYL-1,3-THIAZOL-4-YL)ACETIC ACID	2.00
10177-29-4	4-CHLORONICOTINIC ACID	5.00 G
101-79-1	4-AMINO-4' -CHLORODIPHENYL ETHER >97% ASSAY METHOD: BY GC AND TITRIMETR	25.00 g
101-83-7	DICYCLOHEXYLAMINE	5.00 G
101-83-7	DICYCLOHEXYLAMINE 99% CORROSIVE; TOXIC	5.00 g
101-84-8	DIPHENYL ETHER 99% LIQUID	3.00 kg
101-84-8	DIPHENYL ETHER NATURE IDENTICAL; ORGANOLEPTIC PROPERTIES: SHARP, GERA	2.00 kg
101-84-8	PHENYL ETHER	1.00 KG
101-84-8	DIPHENYL ETHER COE NO 2201; NATURE IDENTICAL; ORGANOLEPTIC PROPERTIES	25.00 lb
101-84-8	DIPHENYL ETHER	250.00 G
10191-18-1	BES	25.00 G
10191-18-1	BES MIN 99% ASSAY: TITRATION; FREE ACID; PKA=7.1 AT 25 DEG C; USEFUL P	25.00 g
10191-61-4	CYANIMIDODITHIOCARBONIC ACID MONOMETHYL ESTER MONOPOTASSIUM SALT 98% A	10.00 g
10199-50-5	5-AMINO-1-METHYL-3-PHENYLPYRAZOLE 98%	5.00 g
10200-59-6	2-THIAZOLECARBOXALDEHYDE	1.00 G
10210-68-1	COBALT CARBONYL AIR SENSITIVE; DARK ORANGE CRYSTAL; HAZ; STABILIZED W	25.00 g
10210-68-1	COBALT CARBONYL AIR SENSITIVE, (STORE COLD); DARK ORANGE XTL; HAZ; ST	25.00 g
10213-10-2	SODIUM TUNGSTATE DIHYDRATE 99% ACS REAGENT; ASSAY: 99.0-101.0%; CL- <=	500.00 g
102170-56-9	2-BROMO-6-METHYL-4-NITROANILINE	5.00 G
10217-52-4	HYDRAZINE HYDRATE 100 ML AVAILABLE ONLY IN KIT; 500 ML AVAILABLE ONLY	3.00 kg
10217-52-4	HYDRAZINE HYDRATE	50.00 G
10226-30-9	1-CHLORO-5-HEXANONE	25.00 ML
102-27-2	N-ETHYL-M-TOLUIDINE 99% HIGHLY TOXIC; IRRITANT	100.00 ml
102-27-2	N-ETHYL-M-TOLUIDINE	100.00 ML
102-47-6	3,4-DICHLOROBENZYL CHLORIDE	100.00 G
102-49-8	3,4-DICHLOROBENZYLAMINE	5.00 G
102-50-1	4-METHOXY-2-METHYLANILINE 98% BRN: 774727; CANCER SUSPECT AGENT; EC NU	25.00 g
102561-41-1	2-ETHYL-6-ISOPROPYLPHENYL ISOCYANATE 95% LACHRYMATOR; MOISTURE-SENSITI	500.00 mg
102561-43-3	2-ISOPROPYL-6-METHYLPHENYL ISOCYANATE 97% LACHRYMATOR; MOISTURE-SENSIT	1.00 g
102561-47-7	BUTYL 4-ISOCYANATOBENZOATE	5.00 G
10258-54-5	2-METHOXYETHYL CYANOACETATE	25.00 ML
10269-01-9	3-BROMOBENZYLAMINE 99% AVAILABLE IN USA AND EUROPE; UN 2735	5.00 g
102692-35-3	TRANS-4,4'-DIFLUOROCHALCONE	1.00 G
102-71-6	TRIETHANOLAMINE	1.00 L
10272-07-8	3,5-DIMETHOXYANILINE	5.00 G
10272-07-8	3,5-DIMETHOXYANILINE 98% BRN 638013; EINECS 233-616-5; HARMFUL; HAS BE	10.00 g
10272-07-8	3,5-DIMETHOXYANILINE 98% IRRITANT; LIGHT-SENSITIVE	5.00 g
102-82-9	TRIBUTYLAMINE 98.5+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC; CORR	250.00 ml
102831-44-7	DIETHYL 2-(N-(TERT-BUTOXYCARBONYL)AMINO)MALONATE 97%	25.00 ml
	CINNAMOYL CHLORIDE	

10294-33-4	BORON TRIBROMIDE	100.00 G
10294-34-5	BORON TRICHLORIDE	100.00 ML
10294-54-9	CESIUM SULPHATE 99% EINECS 233-662-6; HARMFUL / HYGROSCOPIC; MERCK: 12	10.00 g

10297-05-9	1-CHLORO-4-IODOBUTANE 97% BRN 1361365; EINECS 233-669-4; IRRITANT / LI	50.00 g
102-97-6	N-ISOPROPYLBENZYLAMINE 97% IRRITANT	25.00 g
103-01-5	N-PHENYLGLYCINE 95%	5.00 g
10303-64-7	DL-ALPHA-HYDROXYISOCAPROIC ACID	1.00
10308-82-4	AMINOGUANIDINE NITRATE	100.00 G
10310-21-1	2-AMINO-6-CHLOROPURINE	5.00 G
10312-55-7	2-AMINOTEREPHTHALIC ACID 99% IRRITANT	25.00 g
10314-98-4	1-(BENZYLOXY)CARBONYLPPIPERIDINE-4-CARBOXYLIC ACID 97%	250.00 mg
10314-99-5	BENZYL 4-(CHLOROCARBONYL)TETRAHYDRO-1(2H)-PYRIDINECARBOXYLATE 95+%	1.00 g
103-16-2	4-BENZYLOXYPHENOL 98% AVAILABLE IN USA AND EUROPE; EINECS 203-083-3; R	5.00 g
10316-79-7	1-AMINO-1-CYCLOPENTANEMETHANOL 97% IRRITANT	1.00 g
103-19-5	P-TOLYL DISULFIDE >98% ASSAY METHOD: BY GC; IRRITANT	25.00 g
103213-32-7	FMOC-CYS(TRT)-OH	25.00 G
103321-49-9	FMOC-GLY-CL	1.00 g
103321-50-2	FMOC-ALA-CL	5.00 g
103321-52-4	FMOC-PRO-CL STORAGE TEMP: -15 DEG C	1.00 g
103321-52-4	FMOC-PRO-CL	1.00 G
103321-54-6	FMOC-MET-CL	1.00 G
103321-56-8	FMOC-LYS(Z)-CL	1.00 G
103321-59-1	FMOC-LEU-CL	1.00 G
103-32-2	N-PHENYLBENZYLAMINE	100.00 G
103-32-2	N-PHENYLBENZYLAMINE 99%	100.00 g
103365-47-5	(S)-N-B0C-3-AMINO-3-PHENYLPROPANOIC ACID	5.00 G
103404-90-6	D-ALPHA-HYDROXYGLUTARIC ACID DISODIUM SALT	250.00 mg
10340-91-7	BENZYL ISOCYANIDE	1.00 G
10342-83-3	4'-BROMOPROPIOPHENONE	25.00 G
1034-39-5	DIBROMOTRIPHENYLPHOSPHORANE	25.00 G
1034-49-7	(BROMOMETHYL)TRIPHENYLPHOSPHONIUM BROMIDE 98% BRN: 3579901; EC NUMBER:	5.00 g
103451-56-5	BOC-PHE(4-NO2)-OH	25.00 G
103-49-1	DIBENZYLAMINE	100.00 G
10351-19-6	(4-PYRIDYLTHIO)ACETIC ACID 98% IRRITANT	25.00 g
103591-11-3	DOWEX(R) MR-3 MIXED BED ION-EXCHANGE RESIN	100.00 G
103-63-9	(2-BROMOETHYL)BENZENE	100.00 G
103-64-0	BETA-BROMOSTYRENE	5.00 ML
10365-98-7	3-METHOXYPHENYLBORONIC ACID	25.00 g
10365-98-7	3-METHOXYPHENYLBORONIC ACID	10.00 G
103681-98-7	2-(DIISOPROPYLCARBAMOYL)PHENYLBORONIC ACID	1.00 G
103-69-5	N-ETHYLANILINE 98% IRRITANT; TOXIC	100.00 ml
103-70-B	FORMANILIDE	100.00 G
103-71-9	PHENYL ISOCYANATE	100.00 G
103-71-9	PHENYL ISOCYANATE 98+% CORROSIVE; HIGHLY TOXIC	100.00 g
103-71-9	PHENYL ISOCYANATE 98+% ALDOXIMES ARE CONVERTED TO NITRILES; BRN 471391	100.00 g
103-72-0	PHENYL ISOTHIOCYANATE	5.00 G
103-74-2	2-(2-HYDROXYETHYL)PYRIDINE	5.00 G
103-75-3	3,4-DIHYDRO-2-ETHOXY-2H-PYRAN	100.00 ML
103-76-4	1-(2-HYDROXYETHYL)PIPERAZINE 98% IRRITANT	5.00 g
10377-48-7	LITHIUM SULFATE	100.00 G
10377-51-2	LITHIUM IODIDE 99% BEADS, -10 MESH	10.00 g
10377-51-2	LITHIUM IODIDE	10.00 G
10377-58-9	MAGNESIUM IODIDE	5.00 G
10378-47-9	AMMONIUM CERIUM(IV) SULFATE DIHYDRATE	100.00 G
103-82-2	PHENYLACETIC ACID	5.00 G
103-84-4	ACETANILIDE	5.00 G
10385-30-5	4-BENZYLOXYBUTYRIC ACID 97% CORROSIVE	5.00 ml
10387-40-3	POTASSIUM THIOACETATE	100.00 G
103956-09-8	3,4-DIAMINOBENZHYDRAZIDE 98+%	5.00 g
103956-09-8	3,4-DIAMINOBENZHYDRAZIDE	1.00 G
103956-09-8	3,4-DIAMINOBENZHYDRAZIDE	1.00 G
103962-10-3	4-(TRIFLUOROMETHOXY)PHENACYL BROMIDE 97%	1.00 g
10397-30-5	4-METHYL-3-NITROBENZOYL CHLORIDE 99% CORROSIVE	10.00 ml
10400-19-8	NICOTINYL CHLORIDE HYDROCHLORIDE 98% CORROSIVE; HARMFUL; VERY HYGROSCO	10.00 g
104048-92-2	4-(TRIFLUOROMETHYL)-2-PYRIMIDINOL	5.00 G
104-10-9	2-(4-AMINOPHENYL)ETHANOL	5.00 G
104-10-9	4-AMINOPHENETHYL ALCOHOL 98% IRRITANT	5.00 g
104-11-0	N-(4-CHLOROBENZYL)-N-METHYLAMINE	10.00 G
104-12-1	4-CHLOROPHENYL ISOCYANATE	500.00 G
104-12-1	4-CHLOROPHENYL ISOCYANATE 98% HIGHLY TOXIC; LACHRYMATOR	100.00 g

104-15-4	P-TOLUENESULFONIC ACID	250.00 G
104-15-4	P-TOLUENESULFONIC ACID 99% SOLID	100.00 g
10416-59-8	N,O-BIS(TRIMETHYLSILYL)ACETAMIDE ALSO USED TO PREPARE TRIMETHYLSILYL	100.00 ml

10419-77-9	DIETHYL IODOMETHYLPHOSPHONATE	5.00 G
104219-63-8	AMBERLITE(R) XAD-16	100.00 G
104222-34-6	5-CHLORO-4-FLUORO-2-NITROANILINE	5.00 G
10424-65-4	TETRAMETHYLAMMONIUM HYDROXIDE PENTAHYDRATE 97% CORROSIVE; HYGROSCOPIC	25.00 g
10442-39-4	TETRABUTYLAMMONIUM CYANIDE APPROX 97% MILD REAGENT FOR TRANSESTERIFICA	25.00 g
10442-39-4	TETRABUTYLAMMONIUM CYANIDE	5.00 G
10442-39-4	TETRABUTYLAMMONIUM CYANIDE 96% HIGHLY TOXIC; IRRITANT	5.00 g
104-42-7	4-DODECYLANILINE 97% IRRITANT	5.00 g
10444-89-0	2-AMINO-5-TRIFLUOROMETHYL-1,3,4-THIADIAZOLE	5.00 G
10444-89-0	2-AMINO-5-TRIFLUOROMETHYL-1,3,4-THIADIAZOLE 97% IRRITANT	1.00 g
104451-70-9	2,3,6-TRIFLUOROBENZALDEHYDE	5.00 G
104-53-0	HYDROCINNAMALDEHYDE	100.00 ML
104-53-0	3-PHENYLPROPIONALDEHYDE	50.00 G
104-54-1	CINNAMYL ALCOHOL	100.00 G
104-63-2	N-BENZYLETHANOLAMINE	50.00 G
10465-82-4	AZODICARBOXYLIC DIMORPHOLIDE =>98.0% BRN: 1013753; PURITY ASSAY METHOD	5.00 g
10466-61-2	H-LEU-NH2 HCL STORAGE TEMPERATURE: RT; SUBSTRATE FOR LEUCINE AMINOPEP	6.00 g
104-75-6	2-ETHYLHEXYLAMINE 98% CORROSIVE; TOXIC	5.00 ml
104-79-0	N,N-DIETHYL-N'-METHYLETHYLENEDIAMINE	5.00 G
104-81-4	4-METHYLBENZYL BROMIDE	25.00 G
104-82-5	4-METHYLBENZYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	100.00 g
104-84-7	4-METHYLBENZYLAMINE 97% CORROSIVE	25.00 g
104-84-7	4-METHYLBENZYLAMINE	25.00 G
10486-00-7	SODIUM PERBORATE TETRAHYDRATE	100.00 G
104-86-9	4-CHLOROBENZYLAMINE	5.00 G
104-87-0	P-TOLUALDEHYDE	100.00 G
104-87-0	P-TOLUALDEHYDE 97% BRN: 385772; EC NUMBER: 2032469; RTECS: CU7034500	5.00 g
104-92-7	4-BROMOANISOLE 99%	50.00 g
10493-44-4	4-BROMO-1,1,2-TRIFLUORO-1-BUTENE	5.00 ML
104-94-9	P-ANISIDINE	100.00 G
104-94-9	P-ANISIDINE 99% CANCER SUSPECT AGENT; IRRITANT	100.00 g
104-95-0	4-BROMOTHIOANISOLE	25.00 G
104-96-1	4-(METHYLTHIO)ANILINE 98% BRN 774506; EINECS 203-256-3; HARMFUL / IRRI	25.00 g
104-96-1	4-(METHYLTHIO)ANILINE	5.00 G
104-97-2	3-CYCLOPENTYLPROPIONYL CHLORIDE	50.00 ML
105-04-4	N,N,N'-TRIETHYLETHYLENEDIAMINE 98% CORROSIVE; FLAMMABLE LIQUID	5.00 g
105-07-7	4-CYANOBENZALDEHYDE	5.00 G
105104-40-3	2-(CHLOROMETHYL)-3,5-DIOXAHEX-1-ENE >98% ASSAY METHOD: BY GAS CHROMATO	5.00 g
10511-51-0	1-BENZYLINDOLE-3-CARBOXALDEHYDE CRYSTALLINE	1.00 g
10512-93-3	Z-VAL-ONP 99% STORE AT 0-5 DEG C	5.00 g
10512-93-3	Z-VAL-ONP	5.00 G
105-13-5	4-METHOXYBENZYL ALCOHOL	100.00 G
10516-71-9	3-(3-METHOXYPHENYL)PROPIONIC ACID 99%	5.00 g
10517-44-9	1,3-DIAMINOPROPANE DIHYDROCHLORIDE	5.00 G
105184-38-1	3,5-DIFLUOROPHENYLACETIC ACID 99%	100.00 g
10523-68-9	2-ADAMANTANAMINE HYDROCHLORIDE	5.00 G
105-34-0	METHYL CYANOACETATE	500.00 G
10534-59-5	TETRABUTYLAMMONIUM ACETATE	10.00 G
105-36-2	ETHYL BROMOACETATE	500.00 G
105-36-2	ETHYL BROMOACETATE 98% BRN 506456; EINECS 203-290-9; HIGHLY TOXIC / LA	25.00 ml
105-36-2	ETHYL BROMOACETATE 98% CORROSIVE; LACHRYMATOR	100.00 g
105-39-5	ETHYL CHLOROACETATE 99%	250.00 g
10540-29-1	TAMOXIFEN	1.00 G
10543-42-7	COUMARIN-6-SULFONYL CHLORIDE	1.00 G
105496-31-9	N-(9-FLUORENYLMETHOXYCARBONYL)ETHANOLAMINE	5.00 G
105496-31-9	N-(9-FLUORENYLMETHOXYCARBONYL)ETHANOLAMINE 97% IRRITANT	5.00 g
105-50-0	DIETHYL 1,3-ACETONEDICARBOXYLATE	50.00 G
105-53-3	DIETHYL MALONATE	500.00 G
105596-63-2	2-METHOXYISONICOTINIC ACID 98%	1.00 g
105-60-2	EPSILON-CAPROLACTAM	100.00 G
105-65-7	ISOPROPYLXANTHIC DISULFIDE	50.00 G
105675-85-2	3-AMINO-4-BROMO-2-METHYLPYRAZOLE	1.00 G
105-67-9	2,4-DIMETHYLPHENOL	100.00 G
105-74-8	LAUROYL PEROXIDE	600.00 G
105752-11-2	4-IODO-PYRIDIN-3-YLAMINE	1.00 G
105779-78-0	PYRIMIDIFEN	200.00 MG
105-83-9	3,3'-DIAMINO-N-METHYLDIPROPYLAMINE	

105-87-3

GERANYL ACETATE

5.00 G
25.00 G

105942-08-3	4-BROMO-2-FLUOROBENZYLAMINE HYDROCHLORIDE 96%	5.00 g
105942-08-3	4-BROMO-2-FLUOROBENZONITRILE	5.00 G
10599-70-9	3-ACETYL-2,5-DIMETHYLFURAN AVAILABLE IN 25-G QUANTITIES, PLEASE INQUI	100.00 g
10601-19-1	5-METHOXYINDOLE-3-CARBOXALDEHYDE >95% ASSAY METHOD: BY TITRIMETRIC ANA	1.00 g
10601-80-6	ETHYL 3,3-DIETHOXYPROPIONATE 90% BRN: 1772110; EC NUMBER: 2342231; IRR	50.00 ml
10604-21-4	3-PHENYLCINNOLINE-4-CARBOXYLIC ACID	1.00 G
106-23-0	CITRONELLAL	100.00 ML
106-24-1	GERANIOL	25.00 G
106-25-2	NEROL	100.00 ML
106-31-0	BUTYRIC ANHYDRIDE	500.00 G
106-31-0	BUTYRIC ANHYDRIDE 99% BRN: 1099474; CORROSIVE; EC NUMBER: 2033834; RTE	5.00 g
106-37-6	1,4-DIBROMOBENZENE 98% IRRITANT	500.00 g
106-38-7	4-BROMOTOLUENE 98% BRN: 1903636; EC NUMBER: 2033918; IRRITANT; RTECS:	5.00 g
106-39-8	4-BROMOCHLOROBENZENE	100.00 G
106-40-1	P-BROMOANILINE	5.00 G
106-40-1	4-BROMOANILINE 97% IRRITANT; TOXIC	100.00 g
106-41-2	4-BROMOPHENOL 99% IRRITANT	100.00 g
106-42-3	P-XYLENE	100.00 ML
106-43-4	4-CHLOROTOLUENE 98% CONTAINS <=2% 2-CHLOROTOLUENE; IRRITANT	100.00 g
106-44-5	P-CRESOL 99% BRN 1305151; EINECS 203-398-6; RTECS GO6475000; TOXIC / C	100.00 g
106-44-5	P-CRESOL 99% CORROSIVE; HIGHLY TOXIC	100.00 g
106-47-8	4-CHLOROANILINE 99+% CANCER SUSPECT AGENT; HIGHLY TOXIC; SUBLIMED	30.00 g
106-49-0	P-TOLUIDINE	25.00 G
106-49-0	P-TOLUIDINE 99% CANCER SUSPECT AGENT; HIGHLY TOXIC	25.00 g
106-50-3	P-PHENYLENEDIAMINE	50.00 G
106-50-3	1,4-PHENYLENEDIAMINE 97% BRN: 742029; DUPONT PRODUCT; EC NUMBER: 20340	100.00 g
106-51-4	1,4-BENZOQUINONE	100.00 G
106-52-5	4-HYDROXY-1-METHYLPYPERIDINE	5.00 G
106-54-7	4-CHLOROTHIOPHENOL	100.00 G
106-65-0	DIMETHYL SUCCINATE	250.00 G
106-69-4	1,2,6-HEXANETRIOL >96% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PURE	25.00 g
1067-24-9	DIMETHYLAMINOTRI-N-BUTYL TIN	10.00 g
1067-52-3	TRIBUTYL TIN METHOXIDE	100.00 G
1068-55-9	ISOPROPYLMAGNESIUM CHLORIDE	200.00 ML
1068-55-9	ISOPROPYLMAGNESIUM CHLORIDE 2.0 M SOLUTION IN TETRAHYDROFURAN; BRN: 4	100.00 ml
1068-57-1	ACETHYDRAZIDE 95%	25.00 g
106-88-7	1,2-EPDXYBUTANE	50.00 ML
106-89-8	EPICHLOROHYDRIN	100.00 G
106-93-4	1,2-DIBROMOETHANE 99+% BRN: 605266; CANCER SUSPECT AGENT; EC NUMBER: 2	100.00 g
106-93-4	1,2-DIBROMOETHANE	250.00 G
106-93-4	1,2-DIBROMOETHANE 99%	1.00 kg
106-93-4	1,2-DIBROMOETHANE 99+% CANCER SUSPECT AGENT; TOXIC	100.00 g
106-94-5	1-BROMOPROPANE	10.00 G
106-95-6	ALLYL BROMIDE	5.00 ML
106-95-6	ALLYL BROMIDE 98+% A SIMPLE, HIGH-YIELD PROCEDURE FOR THE ALLYLATION O	50.00 ml
106-95-6	ALLYL BROMIDE 99% BRN: 605308; EC NUMBER: 2034466; FLAMMABLE LIQUID; H	100.00 g
106-96-7	PROPARGYL BROMIDE >97.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PU	25.00 g
106-96-7	PROPARGYL BROMIDE 80 WT % SOLUTION IN TOLUENE; EMPLOYED IN THE PROPAR	125.00 g
1069-72-3	2-BROMO-N,N-DIETHYLETHYLAMINE HYDROBROMIDE 98% IRRITANT	25.00 g
107-02-8	ACROLEIN	100.00 ML
107-02-8	ACROLEIN 90% 500 ML AVAILABLE ONLY IN KIT; BRN: 741856; EC NUMBER: 203	25.00 ml
107-03-9	1-PROPANETHIOL	100.00 ML
107-04-0	1-BROMO-2-CHLOROETHANE 98% IRRITANT; TOXIC	250.00 g
107-04-0	1-BROMO-2-CHLOROETHANE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARA	25.00 g
107047-29-0	2,4-DICHLORO-6-(TRIFLUOROMETHYL)PHENYL HYDRAZINE	2.50 G
107-05-1	ALLYL CHLORIDE	5.00
107-06-2	1,2-DICHLOROETHANE	100.00 ML
107-06-2	1,2-DICHLOROETHANE =>99.5% ABSOLUTE; OVER MOLECULAR SIEVE (H2O <=0.005	250.00 ml
107-07-3	2-CHLOROETHANOL	250.00 G
107-07-3	ETHYLENE CHLOROHYDRIN 99% HIGHLY TOXIC; MOISTURE-SENSITIVE	50.00 g
1070-83-3	TERT-BUTYLACETIC ACID 98% CORROSIVE; STENCH	25.00 g
107-08-4	1-IODOPROPANE	100.00 G
1070-89-9	SODIUM BIS(TRIMETHYLSILYL)AMIDE	100.00 ML
1070-89-9	SODIUM BIS(TRIMETHYLSILYL)AMIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; FL	100.00 ml
107099-99-0	2,5-DIMETHOXYPHENYLBORONIC ACID	1.00 G
107-10-8	PROPYLAMINE 99+% AVAILABLE IN USA AND EUROPE	50.00 ml

107-10-8	PROPYLAMINE 99+% CORROSIVE; FLAMMABLE LIQUID	50.00 ml
107-11-9	ALLYLAMINE	50.00 ML
107-12-0	PROPIONITRILE	500.00 ML

107-13-1	ACRYLONITRILE	1.00 L
107-13-1	ACRYLONITRILE 99+% 4X1 L AVAILABLE ONLY IN KIT; BRN: 605310; CANCER SU	100.00 ml
107-14-2	CHLOROACETONITRILE	100.00 G
107-14-2	CHLOROACETONITRILE 99% BRN: 506028; EC NUMBER: 2034670; HIGHLY TOXIC;	5.00 g
1071-46-1	ETHYL HYDROGEN MALONATE	50.00 G
1071-46-1	ETHYL HYDROGEN MALONATE 98% BRN 1758845; CARBODIIMIDE COUPLING WITH PO	50.00 g
107149-56-4	CHLORODIETHYLISOPROPYLSILANE	25.00 ML
107-15-3	ETHYLENEDIAMINE	1.00
107-15-3	ETHYLENEDIAMINE 99.5+% BRN: 605263; CORROSIVE; EC NUMBER: 2034686; FLA	100.00 ml
107-18-6	ALLYL ALCOHOL	100.00 ML
107-19-7	PROPARGYL ALCOHOL	100.00 ML
107-19-7	PROPARGYL ALCOHOL 99% BRN: 506003; EC NUMBER: 2034712; FLAMMABLE LIQUI	100.00 ml
107-20-0	CHLOROACETALDEHYDE APPROX 50 WT % SOLUTION IN WATER; BRN: 1071226; CO	250.00 ml
107-20-0	CHLOROACETALDEHYDE	250.00 ML
107-21-1	ETHYLENE GLYCOL 99+% AVAILABLE IN USA AND EUROPE; HYGROSCOPIC	2.00 L
107-21-1	ETHYLENE GLYCOL 99.8% ANHYDROUS; BRN: 505945; EC NUMBER: 2034733; IRRI	100.00 ml
107-21-1	ETHYLENE GLYCOL	100.00 ML
107-21-1	ETHYLENE GLYCOL 99.8% ANHYDROUS; IRRITANT; PACKAGED UNDER NITROGEN IN	100.00 ml
1072-52-2	1-AZIRIDINEETHANOL 97% CORROSIVE; HIGHLY TOXIC; INHIBITED WITH 1-3% DI	5.00 g
1072-53-3	1,3,2-DIOXATHIOLANE 2,2-DIOXIDE	5.00 G
1072-62-4	2-ETHYLIMIDAZOLE -	100.00 G
107263-95-6	N-FLUOROPYRIDINIUM TRIFLUOROMETHANESULPHONATE 98+% ALKYL OR SILYL ENOL	1.00 g
1072-67-9	3-AMINO-5-METHYLISOXAZOLE >97% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PA	25.00 g
1072-67-9	3-AMINO-5-METHYLISOXAZOLE 98+%	50.00 g
1072-84-0	4-IMIDAZOLECARBOXYLIC ACID 98% IRRITANT	1.00 g
1072-85-1	1-BROMO-2-FLUOROBENZENE	50.00 ML
1072-97-5	2-AMINO-5-BROMOPYRIDINE 97% IRRITANT	25.00 g
1072-98-6	2-AMINO-5-CHLOROPYRIDINE 98% IRRITANT	25.00 g
107-30-2		25.00 G
	CHLOROMETHYL METHYL ETHER	
107-30-2	CHLOROMETHYL METHYL ETHER CANCER SUSPECT AGENT; HIGHLY TOXIC; OSHA-RE	25.00 g
107-31-3	METHYL FORMATE	100.00 ML
1073-29-6	2-HYDROXYTHIOANISOLE 97% BRN 1859745; EINECS 214-027-2; IRRITANT / STE	1.00 g
107-35-7	TAURINE	10.00 G
1073-67-2	4-C HLOOROSTYRENE	10.00 G
1073-70-7	4-CHLOROPHENYLHYDRAZINE HYDROCHLORIDE	25.00 G
1073-72-9	4-(METHYLMERCAPTO)PHENOL TECH	25.00 g
107-39-1	2,4,4-TRIMETHYL-1-PENTENE	5.00 G
107-41-5	2-METHYL-2,4-PENTANEDIOL	500.00 ML
107-45-9	TERT-OCTYLAMINE 95% CORROSIVE; FLAMMABLE LIQUID	5.00 g
107-46-0	HEXAMETHYLDISILOXANE	100.00 ML
1074-82-4	PHTHALIMIDE, POTASSIUM DERIVATIVE	100.00 G
1075-76-9	3-ANILINOPROPIONITRILE 95% IRRITANT	100.00 g
107-59-5	TERT-BUTYL CHLOROACETATE	100.00 G
1076-74-0	5-METHOXY-2-METHYLINDOLE 99%	5.00 g
107707-33-5	3,5-DICHLOROPHENYLTHIOUREA	1.00 G
107-81-3	2-BROMOPENTANE	100.00 G
1078-19-9	6-METHOXY-1-TETRALONE	100.00 G
107819-90-9	1,3-BIS(TERT-BUTOXYCARBONYL)-2-METHYL-2-THIOPSEUDOUREA 98%	5.00 g
107-82-4	1-BROMO-3-METHYLBUTANE	5.00 G
107-86-8	3-METHYLCROTONALDEHYDE	25.00 ML
107-87-9	2-PENTANONE 99.5% EVAPN RESIDUE <0.0003%; FLAMMABLE LIQUID; HPLC GRADE	100.00 ml
107-91-5	2-CYANOACETAMIDE	5.00 G
107-93-7	CROTONIC ACID	25.00 G
107-93-7	CROTONIC ACID 98%	25.00 g
107-96-0	3-MERCAPTOPROPIONIC ACID	100.00 ML
1079-66-9	CHLORODIPHENYLPHOSPHINE 97% BRN 512032; CORROSIVE / LACHRYMATORY / MOI	10.00 g
107-97-1	SARCOSINE	100.00 G
107-97-1	SARCOSINE 98% HYGROSCOPIC	100.00 g
108-00-9	2-DIMETHYLAMINOETHYLAMINE	100.00 ML
108-00-9	N,N-DIMETHYLETHYLENEDIAMINE 95% CORROSIVE; FLAMMABLE LIQUID	25.00 g
108-01-0	2-(DIMETHYLAMINO)ETHANOL 98% BRN 1209235; EINECS 203-542-8; FLAMMABLE	100.00 ml
1080-32-6	DIETHYL BENZYLPHOSPHONATE	25.00 G
108-05-4	VINYL ACETATE 99+% CANCER SUSPECT AGENT; FLAMMABLE LIQUID; INHIBITED W	1.00 l
108-09-8	1,3-DIMETHYLBUTYLAMINE 98% FLAMMABLE LIQUID; TOXIC	5.00 g
108-12-3	ISOVALERYL CHLORIDE 98% BRN: 741910; CORROSIVE; EC NUMBER: 2035522; FL	25.00 g
108-12-3	ISOVALERYL CHLORIDE 98% CORROSIVE; FLAMMABLE LIQUID	25.00 g

108-13.4	MALONAMIDE	5.00 G
108166-02-5	(2-METHYL-6-QUINOLINYLMETHANOL	250.00 G
108-18-9	DIISOPROPYLAMINE	100.00 ML
108-18-9	DIISOPROPYLAMINE 99.5% PACKAGED UNDER NITROGEN IN SURE/SEAL(TM) BOTTLE	100.00 ml

108-21-4	ISOPROPYL ACETATE 99% FLAMMABLE LIQUID; IRRITANT	1.00 L
108-22-5	ISOPROPENYL ACETATE	250.00 ML
108-24-7	ACETIC ANHYDRIDE ,....97.0% ACTUAL LOT ANALYSIS IS REPORTED ON LABEL; CER	1.00 l
108-26-9	3-METHYL-2-PYRAZOLIN-5-ONE 98+%	10.00 g
108-30-5	SUCCINIC ANHYDRIDE 99% BRN 108441; EINECS 203-570-0; FRIEDEL-CRAFTS RE	100.00 g
108-31-6	MALEIC ANHYDRIDE	100.00 G
108-33-8	2-AMINO-5-METHYL-1,3,4-THIADIAZOLE	5.00 G
108-36-1	1,3-DIBROMOBENZENE	25.00 G
108-37-2	3-BROMOCHLOROBENZENE	25.00 G
108-38-3	M-XYLENE	1.00 L
108-39-4	M-CRESOL	5.00 G
108-39-4	M-CRESOL 97%	25.00 g
108-40-7	M-THIOCRESOL 95% BRN 1851959; EINECS 203-578-4; HARMFUL / IRRITANT / S	25.00 g
108-42-9	3-CHLOROANILINE	5.00 G
108-42-9	3-CHLOROANILINE 99% HIGHLY TOXIC; IRRITANT	100.00 g
108-44-1	M-TOLUIDINE	100.00 ML
108-45-2	1,3-PHENYLENEDIAMINE 99+% BRN: 471357; DUPONT PRODUCT; EC NUMBER: 2035	5.00 g
108-47-4	2,4-LUTIDINE	100.00 ML
108-48-5	2,6-LUTIDINE	100.00 ML
108-48-5	2,6-DIMETHYLPYRIDINE	100.00 G
108-48-5	2,6-DIMETHYLPYRIDINE 99+% BRN: 105690; EC NUMBER: 2035873; FLAMMABLE L	100.00 ml
108-48-5	2,6-LUTIDINE 99%	100.00 ml
108485-13-8	4-BROMO-2,3-DIMETHYL-6-NITROANILINE	5.00 G
108-55-4	GLUTARIC ANHYDRIDE	5.00 G
108-68-9	3,5-DIMETHYLPHENOL	500.00 G
108-68-9	3,5-DIMETHYLPHENOL 99% BRN 774117; EINECS 203-606-5; REACTION OF 3 MOL	100.00 g
108-68-9	3,5-DIMETHYLPHENOL 98+% CORROSIVE; TOXIC	100.00 g
108-69-0	3,5-DIMETHYLANILINE	25.00 ML
108-75-8	2,4,6-COLLIDINE	100.00 ML
108-77-0	CYANURIC CHLORIDE	1.00 KG
108-79-2	4,6-DIMETHYL-2-HYDROXYPYRIMIDINE	25.00 G
1087-97-4	BENZOYLMALONIC ACID DIETHYL ESTER	25.00 G
108847-76-3	THIANTHRENE-1-BORONIC ACID	1.00
108-85-0	CYCLOHEXYL BROMIDE 98%	100.00 g
108-88-3	TOLUENE	100.00 ML
108-88-3	TOLUENE 99.8% 100ML, 1L AND 2L IN SURE/SEAL(TM) BOTTLES, 18L IN KILO-L	100.00 ml
108-89-4	4-PICOLINE	500.00 ML
108-89-4	4-PICOLINE 98%	25.00 ml
108-90-7	CHLOROBENZENE	100.00 ML
108-91-8	CYCLOHEXYLAMINE	100.00 ML
108-91-8	CYCLOHEXYLAMINE 99+% BRN: 471175; EC NUMBER: 2036290; FLAMMABLE LIQUID	100.00 ml
108-91-8	CYCLOHEXYLAMINE 99%	250.00 ml
108-91-8	CYCLOHEXYLAMINE 99+% FLAMMABLE LIQUID; TOXIC	5.00 ml
108928-00-3	ETHYL 2,4-DIFLUOROBENZOATE 97%	25.00 g
108-93-0	CYCLOHEXANOL	1.00 L
108-93-0	CYCLOHEXANOL 99% HYGROSCOPIC; IRRITANT	25.00 ml
108-95-2	PHENOL	500.00
108-95-2	PHENOL 99.99+% CORROSIVE; HIGHLY TOXIC; LOOSE CRYSTALS; MEETS ACS REAG	250.00 g
108966-71-8	3,4-DIFLUOROBENZENESULFONAMIDE 98%	1.00 g
108-98-5	BENZENETHIOL	5.00 G
108-98-5	BENZENETHIOL 99+% HIGHLY TOXIC; STABILIZED WITH ZINC; STENCH; USED IN	10.00 g
109-01-3	1-METHYLPYPERAZINE	100.00 G
109-01-3	1-METHYLPYPERAZINE 99% BRN: 102724; CORROSIVE; EC NUMBER: 2036395; RTE	100.00 g
109-01-3	1-METHYLPYPERAZINE 99% CORROSIVE; TOXIC	100.00 g
109-01-3	1-METHYLPYPERAZINE 98+% ADDITION OF THE HYDROCHLORIDE TO LITHIUM ALUMI	100.00 ml
109-02-4	4-METHYLMORPHOLINE	500.00
109-05-7	2-PIPECOLINE >98% ASSAY METHOD: BY GC; FLAMMABLE LIQUID; HARMFUL; IRRI	25.00 ml
109-07-9	2-METHYLPYPERAZINE	25.00 G
109-09-1	2-CHLOROPYRIDINE	100.00 G
109-12-6	2-AMINOPYRIMIDINE	5.00 G
109-12-6	2-AMINOPYRIMIDINE 97% BRN: 107014; EC NUMBER: 2036484; IRRITANT; RTECS	5.00 g
109-12-6	2-AMINOPYRIMIDINE 97% IRRITANT	5.00 g
109227-12-5	2-FLUORO-6-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE	1.00 g
109299-78-7	PYRIMIDINE-5-BORONIC ACID	5.00 G
109299-78-7	5-BORONOPYRIMIDINE	1.00 G

TETRAMETHYLETHYLENE DIHYDROGEN		
109317-23-8	FMOC-HIS(TRT)-OH	1.00 G
109425-55-0	FMOC-ORN(BOC)-OH	1.00 G
109-49-9	5-HEXEN-2-ONE	5.00 G

109-52-4	N-VALERIC ACID >98.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PURE;	25.00 ml
109-55-7	3-(DIMETHYLAMINO)PROPYLAMINE	50.00 ML
109-56-8	2-(ISOPROPYLAMINO)ETHANOL >99% ASSAY METHOD: BY GC; COMBUSTIBLE; CORRO	25.00 ml
109-63-7	BORON TRIFLUORIDE DIETHYL ETHERATE	100.00 ML
109-63-7	BORON TRIFLUORIDE ETHYL ETHERATE	25.00 ML
109-64-8	1,3-DIBROMOPROPANE	1.00 L
109-65-9	1-BROMOBUTANE	250.00 ML
109-65-9	1-BROMOBUTANE 99% BRN: 1098260; EC NUMBER: 2036919; RTECS: EJ6225000	500.00 g
109-65-9	1-BROMOBUTANE 99%	25.00 g
109-66-0	PENTANE	500.00 ML
109-69-3	1-CHLOROBUTANE	1.00 L
109705-14-8	1-FLUORO-2,4,6-TRIMETHYLPYRIDINIUM TETRAFLUOROBORATE	1.00 G
109-70-6	1-BROMO-3-CHLOROPROPANE 99% HARMFUL; IRRITANT	250.00 g
109-72-8	BUTYLLITHIUM	100.00
109-72-8	BUTYLLITHIUM 1 L AVAILABLE ONLY IN KIT; 100 AND 800ML IN POLY-COATED	100.00 ml
109-72-8	BUTYLLITHIUM 1.6 M SOLUTION IN HEXANES; 100 AND 800ML IN SURE/SEAL(TM	100.00 ml
109-72-8	BUTYLLITHIUM 100 AND 800ML IN POLY-COATED SURE/SEAL(TM) BOTTLES, 8 AN	100.00 ml
109-73-9	BUTYLAMINE	250.00 ML
109-73-9	BUTYLAMINE 99.5% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC; CORROSIV	25.00 ml
109-74-0	BUTYRONITRILE	1.00 L
109-76-2	1,3-DIAMINOPROPANE	250.00
109-78-4	3-HYDROXYPROPIONITRILE 97% CONTAINS <=3% ETHYLENE GLYCOL	250.00 g
109-80-8	1,3-PROPANEDITHIOL 97% 1,3-DITHIANES CAN BE PREPARED BY ALKYLATION WIT	5.00 g
109-81-9	N-METHYLETHYLENEDIAMINE	5.00 G
109-83-1	2-(METHYLAMINO)ETHANOL	25.00 ML
109-83-1	2-(METHYLAMINO)ETHANOL 98+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, IN	25.00 ml
109-85-3	2-METHOXYETHYLAMINE >99% ASSAY METHOD: BY GC; CORROSIVE; FLAMMABLE LIQ	25.00 ml
109-85-3	2-METHOXYETHYLAMINE 99% CORROSIVE; FLAMMABLE LIQUID	50.00 ml
109-86-4	2-METHOXYETHANOL 99.3+% ACS REAGENT; COLOR (APHA) <=10; TITR ACID <*)	6.00 l
109-86-4	2-METHOXYETHANOL 99% AVAILABLE IN USA AND EUROPE; POSSIBLE TERATOGEN	50.00 l
109-86-4	2-METHOXYETHANOL	100.00 ML
109-86-4	2-METHOXYETHANOL 99% 1 L AVAILABLE ONLY IN KIT; 2.5 L AVAILABLE ONLY I	4.00 l
109-87-5	DIMETHOXYMETHANE	1.00 L
109-89-7	DIETHYLAMINE	100.00 ML
109-89-7	DIETHYLAMINE 99.5+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC; CORRO	1.00 l
1098-97-1	PYRITHOXIN FREE BASE	25.00 g
109-90-0	ETHYL ISOCYANATE	5.00 G
109-90-0	ETHYL ISOCYANATE 98% FLAMMABLE LIQUID; HIGHLY TOXIC	25.00 g
109-94-4	ETHYL FORMATE	500.00 ML
109-96-6	3-PYRROLINE 65% REMAINDER PYRROLIDINE	1.00 g
109-96-6	3-PYRROLINE	1.00 G
109-97-7	PYRROLE	250.00 G
109-99-9	TETRAHYDROFURAN 99.9% 100ML, 1L AND 2L IN SURE/SEAL(TM) BOTTLES, 18L I	10.00 l
109-99-9	TETRAHYDROFURAN	100.00 ML
109-99-9	TETRAHYDROFURAN =>99.5% ABSOLUTE; BRN: 102391; EC NUMBER: 2037268; OVE	250.00 ml
109-999	TETRAHYDROFURAN =>99.5% OVER MOLECULAR SIEVE (H2O <=0.005%); PURISS; A	1.00 l
109-99-9	TETRAHYDROFURAN =>99% EXTRA PURE; PURITY ASSAY METHOD: GAS CHROMATOGRA	1.00 l
110-00-9	FURAN	250.00 ML
110-02-1	THIOPHENE 99% BRN 103222; EINECS 203-729-4; FREE-RADICAL SUBSTITUTION	50.00 g
110-05-4	DI-TERT-BUTYL PEROXIDE	100.00 G
110-05-4	TERT-BUTYL PEROXIDE	250.00 ML
110-06-5	TERT-BUTYL DISULFIDE	100.00 ML
110117-83-4	1-METHYL-D-TRYPTOPHAN 95%	1.00 g
110-15-6	SUCCINIC ACID	100.00 G
110-16-7	MALEIC ACID	100.00 G
110-17-8	FUMARIC ACID	100.00 G
110-18-9	N,N,N',N'-TETRAMETHYLETHYLENEDIAMINE	100.00 ML
110-18-9	N,N,N',N'-TETRAMETHYLETHYLENEDIAMINE 99% CORROSIVE; HARMFUL; HIGHLY FL	100.00 ml
110-18-9	N,N,N',N'-TETRAMETHYLETHYLENEDIAMINE 99%	100.00 ml
110-44-1	2,4-HEXADIENOIC ACID 97%	100.00 g
110-46-3	ISOAMYL NITRITE	500.00 ML
110-53-2	1-BROMOPENTANE 99% FLAMMABLE LIQUID; IRRITANT	100.00 g
110-54-3	HEXANE	1.00 L
110545-67-0	METHYL 4-BROMO-3-METHOXYTHIOPHENE-2-CARBOXYLATE	10.00 g
110-57-6	TRANS-1,4-DICHLORO-2-BUTENE	25.00 G
110-58-7	AMYLAMINE	25.00 ML
110-58-7	PENTYLAMINE	250.00 ML

110-59-8	VALERONITRILE	25.00 G
110-60-1	PUTRESCINE	25.00 G

110-62-3	VALERALDEHYDE 97% FLAMMABLE LIQUID; IRRITANT	250.00 ml
110-64-5	2-BUTENE-1,4-DIOL	500.00 G
110-68-9	N-METHYLBUTYLAMINE	5.00 ML
110-70-3	N,N'-DIMETHYLETHYLENEDIAMINE	100.00 G
110-70-3	N,N'-DIMETHYLETHYLENEDIAMINE 85% REMAINDER N-METHYLETHYLENEDIAMINE	25.00 g
110-71-4	ETHYLENE GLYCOL DIMETHYL ETHER	100.00 ML
110-71-4	1,2-DIMETHOXYETHANE	250.00 ML
110-71-4	1,2-DIMETHOXYETHANE =>99.5% BRN: 1209237; DRIED OVER MOLECULAR SIEVE (250.00 ml
110-72-5	N-ETHYLETHYLENEDIAMINE 98% CORROSIVE; FLAMMABLE LIQUID	5.00 g
110-73-6	2-(ETHYLAMINO)ETHANOL	500.00 ML
110-736	2-(ETHYLAMINO)ETHANOL 98+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC	100.00 ml
110-76-9	2-ETHOXYETHYLAMINE	25.00 ML
110-76-9	2-ETHOXYETHYLAMINE >99% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTEE	25.00 ml
110-78-1	PROPYL ISOCYANATE	5.00 ML
110-80-5	2-ETHOXYETHANOL >99.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTEED	25.00 ml
110-81-6	ETHYL DISULFIDE	100.00 G
110-83-8	CYCLOHEXENE	100.00 ML
110-83-8	CYCLOHEXENE 99%	100.00 ml
110-85-0	PIPERAZINE 99% CONTAINS <1% WATER; CORROSIVE; HYGROSCOPIC; INTERMEDIAT	5.00 g
110-86-1	PYRIDINE 99+% ACS REAGENT; BRN: 103233; CL- =<0.001%; CU: TO PASS (LIM	2.00 l
110-86-1	PYRIDINE =>99.0% PURITY ASSAY METHOD: GAS CHROMATOGRAPHY; PURUM	250.00 ml
110-87-2	3,4-DIHYDRO-2H-PYRAN	100.00 ML
110878-71-2	4-(3-HYDROXYPHENYL)PIPERIDINE	5.00 G
110-88-3	1,3,5-TRIOXANE	25.00 G
110-89-4	PIPERIDINE 99%	100.00 ml
110-89-4	PIPERIDINE	100.00 ML
110-89-4	PIPERIDINE 99% 2.5 L AVAILABLE ONLY IN KIT; BRN: 102438; EC NUMBER: 20	100.00 ml
1109-15-5	TRIS(PENTAFLUOROPHENYL)BORANE AIR-STABLE, WATER-TOLERANT LEWIS ACID;	1.00 g
110-91-8	MORPHOLINE	100.00
110-96-3		50.00 ML
	DIISOBUTYLAMINE,	
11110-52-4	SODIUM MERCURY AMALGAM 99.9+% BEADS; CONTAINS 5% NA; PACKAGED UNDER AR	10.00 g
111-14-8	HEPTANOIC ACID 98% ASSAY: MIN 98%; GC 98.0 % (MIN); IODINE VALUE: MAX	250.00 ML
1111-67-7	COPPER(I) THIOCYANATE	50.00 G
111-19-3	SEBACOYL CHLORIDE	25.00 G
111-24-0	1,5-DIBROMOPENTANE	100.00 G
111-26-2	HEXYLAMINE	100.00 ML
1112-67-0	TETRA-N-BUTYLAMMONIUM CHLORIDE	100.00 G
1112-67-0	TETRABUTYLAMMONIUM CHLORIDE =>97.0% BRN: 3571227; EC NUMBER: 2141957;	100.00 g
111-27-3	HEXYL ALCOHOL	2.00 L
111-30-8	GLUTARALDEHYDE	250.00 ML
111-32-0	1,4-BUTANEDIOL MONOMETHYL ETHER	5.00 G
111-33-1	N,N'-DIMETHYL-1,3-PROPANEDIAMINE	5.00 G
1113-41-3	L(+)-PENICILLAMINE	5.00
111-34-2	BUTYL VINYL ETHER	100.00 ML
1113-60-6	BETA-HYDROXYPYRUVIC ACID	5.00
111-36-4	BUTYL ISOCYANATE 98% FLAMMABLE LIQUID; HIGHLY TOXIC	5.00 ml
111373-03-6	1-(2-CYANOPHENYL)PIPERAZINE	5.00 G
111385-66-1	2-(PENTAMETHYLBENZOYL)BENZOIC ACID	1.00 G
111-41-1	N-(2-HYDROXYETHYL)ETHYLENEDIAMINE 98% BRN 506012; CORROSIVE; EINECS 20	100.00 g
111-46-6	DI(ETHYLENE GLYCOL)	1.00 KG
111480-84-3	2-PYRIDINESULFONYL CHLORIDE, HCL	5.00 G
111-49-9	HEXAMETHYLENEIMINE 99% DUPONT PRODUCT; FLAMMABLE LIQUID; HIGHLY TOXIC	5.00 ml
111-50-2	ADIPOYL CHLORIDE	25.00 G
111-64-8	OCTANOYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	100.00 ml
1116-50-3	ETHYL 4-BROMO-3-ETHOXY-2-BUTENOATE 90% BRN 2042896; IRRITANT / LACHRYM	5.00 g
111-77-3	DI(ETHYLENE GLYCOL) METHYL ETHER 99% IRRITANT	1.00 l
111787-82-7	3-ETHOXYCARBONYL-1-(4-CHLOROPHENYL)PENTANE-1,4-DIONE	10.00 g
1118-17-8	N-TERT-BUTYL-1,1-DIMETHYLPROPARGYLAMINE	5.00 g
111-83-1	1-BROMOOCTANE	100.00 G
1118-61-2	3-AMINOCROTONONITRILE	100.00 G
1118-61-2	3-AMINOCROTONONITRILE 96% BRN: 1719815; EC NUMBER: 2142662; LACHRYMATO	100.00 g
111865-47-5	BENZYLTRIMETHYLAMMONIUM TRIBROMIDE 98% IRRITANT	10.00 g
1118-68-9	N,N-DIMETHYLGLYCINE 97% AVAILABLE IN USA AND EUROPE; HYGROSCOPIC	5.00 g
1118-68.9	N,N-DIMETHYLGLYCINE	5.00
1118-68-9	N,N-DIMETHYLGLYCINE 97% HYGROSCOPIC	5.00 g
111-92-2	DIBUTYLAMINE	100.00 ML

111-95-5	BIS(2-METHOXYETHYL)AMINE	25.00 ML
1119-62-6	3,3'-DITHIODIPROPIONIC ACID	250.00 G
111-96-6	DIETHYLENE GLYCOL DIMETHYL ETHER	100.00
111-96-6	DIETHYLENE GLYCOL DIMETHYL ETHER =>99.5% ABSOLUTE; OVER MOLECULAR SIEV	250.00 ml
111-96-6	2-METHOXYETHYL ETHER	100.00 ML
112022-81-8	(S)-2-METHYL-CBS-OXAZABOROLIDINE	25.00 ML
112-05-0	NONANOIC ACID 96% CORROSIVE	2.50 ML
1120-56-5	METHYLENECYCLOBUTANE 96% FLAMMABLE LIQUID; TECH	1.00 g
1120-72-5	2-METHYLCYCLOPENTANONE 98% FLAMMABLE LIQUID	5.00 g
1120-72-5	2-METHYLCYCLOPENTANONE	25.00 G
1120-88-3	4-METHYLPYRIDAZINE 97% IRRITANT	500.00 mg
1121-22-8	TRANS-1,2-DIAMINOCYCLOHEXANE	10.00 ML
112-13-0	DECANOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	100.00 ml
1121-31-9	2-MERCAPTOPYRIDINE N-OXIDE	1.00 G
1121-37-5	DICYCLOPROPYL KETONE	25.00 G
1121-58-0	4-METHYLAMINOPYRIDINE	5.00 G
1121-60-4	2-PYRIDINECARBOXALDEHYDE	25.00 G
1121-60-4	2-PYRIDINECARBOXALDEHYDE 99% BRN: 105341; EC NUMBER; 2143336; IRRITANT	25.00 g
1121-60-4	2-PYRIDINECARBOXALDEHYDE 99% IRRITANT	25.00 g
112-16-3	LAUROYL CHLORIDE	50.00 ML
1121-76-2	4-CHLOROPYRIDINE N-OXIDE	5.00 G
1121-79-5	3-CHLORO-6-METHYLPYRIDAZINE	5.00 G
1121-92-2	HEPTAMETHYLENEIMINE 98% FLAMMABLE LIQUID; IRRITANT	1.00 g
112-21-0	N,N'-DIETHYL-2-BUTENE-1,4-DIAMINE	5.00 G
1122-44-7	5-IODOCYTOSINE	5.00 G
112-25-4	ETHYLENE GLYCOL MONO-N-HEXYL ETHER	25.00 ML
1122-54-9	4-ACETILPYRIDINE	100.00 G
1122-56-1	CYCLOHEXANECARBOXAMIDE	50.00 G
1122-58-3	4-(DIMETHYLAMINO)PYRIDINE A PRODUCT OF REILLY INDUSTRIES, INC; BRN: 1	100.00 g
1122-58-3	4-(DIMETHYLAMINO)PYRIDINE	5.00 G
1122-58-3	4-DIMETHYLAMINOPYRIDINE	50.00 G
1122-58-3	4-(DIMETHYLAMINO)PYRIDINE 99% RTECS: US9230000	25.00 g
1122-58-3	4-DIMETHYLAMINOPYRIDINE 99% BRN 110354; CATALYST FOR ACYLATION OF ALCO	25.00 g
1122-58-3	4-(DIMETHYLAMINO)PYRIDINE A PRODUCT OF REILLY INDUSTRIES, INC; EEC NO	100.00 g
1122-60-7	HEXAHYDRONITROBENZENE	25.00 G
1122-62-9	2-ACETILPYRIDINE	25.00 G
1122-71-0	6-METHYL-2-PYRIDINEMETHANOL	5.00 G
1122-72-1	6-METHYL-2-PYRIDINECARBOXALDEHYDE	5.00 G
112-27-6	TRI(ETHYLENE GLYCOL)	1.00 KG
112279-60-4	4-BROMO-2,5-DIFLUOROANILINE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY;	1.00 g
1122-82-3	CYCLOHEXYL ISOTHIOCYANATE 98% BRN 774525; CORROSIVE / HARMFUL / LACHRY	100.00 g
1122-82-3	CYCLOHEXYL ISOTHIOCYANATE	25.00 G
1122-99-2	CYCLOPENTYLACETYL CHLORIDE	25.00 G
112-35-6	TRI(ETHYLENE GLYCOL) MONOMETHYL ETHER 95% CONTAINS APPROX 2% EACH OF T	500.00 ml
1123-63-3	4-CHLORO-2,6-DIMETHYLPHENOL 99% IRRITANT	10.00 g
112-37-8	UNDECANOIC ACID 99%	25.00 g
1124-04-5	2-CHLORO-4,5-DIMETHYLPHENOL 98% BRN 2042057; EINECS 214-386-5; IRRITAN	5.00 g
1124-63-6	3-CYCLOHEXYL-1-PROPANOL	5.00 ML
112-55-0	1-DODECANETHIOL	100.00 ML
1125-60-6	5-AMINOISOQUINOLINE	5.00 G
1125-60-6	5-AMINOISOQUINOLINE 99% IRRITANT	5.00 g
1125-78-6	5,6,7,8-TETRAHYDRO-2-NAPHTHOL 98% IRRITANT	10.00 g
1125-80-0	3-METHYLISOQUINOLINE	1.00 G
1125-88-8	BENZALDEHYDE DIMETHYL ACETAL	100.00 G
1126-09-6	ETHYL ISONIPECOTATE	25.00 G
112626-50-3	3-AZABICYCLO[3,3,0]OCTANE HCL	25.00 G
112641-20-0	2-FLUORO-3-(TRIFLUOROMETHYL)BENZALDEHYDE	5.00 G
1126-46-1	METHYL 4-CHLOROBENZOATE	5.00 G
1126-46-1	METHYL 4-CHLOROBENZOATE 99%	100.00 g
112-67-4	PALMITOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	100.00 ml
1126-78-9	N-BUTYLANILINE 97% IRRITANT	5.00 g
112704-79-7	4-BROMO-2-FLUOROBENZOIC ACID	5.00
112-76-5	STEAROYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	5.00 g
1128-23-0	L-GULONIC ACID GAMMA-LACTONE	25.00 G
112995-48-9	ETHYL (2,4,5-TRIBROMOIMIDAZOL-1-YL)ACETATE	10.00 g
	4-(1-BROMOETHYL)BENZOIC ACID	

113033-30-2	METHYL 1,2,3-BENZOTRIAZOLE-5-CARBOXYLATE	1.00 g
1131-09-5	BENZO(B)THIOPHENE-3-ACETIC ACID	2.00
1131-18-6	5-AMINO-3-METHYL-1-PHENYLPYRAZOLE >98% ASSAY METHOD: BY TITRIMETRIC AN	25.00 g

1131-52-8	3-ETHOXY-4-METHOXYBENZALDEHYDE	0.00
113170-72-2	1,2-DIAMINO-3-BROMO-5-(TRIFLUOROMETHYL)BENZENE	1.00 G
113170-72-2	3-BROMO-4,5-DIAMINOBENZOTRIFLUORIDE	5.00 G
113211-94-2	2,3-DIFLUOROBENZYL BROMIDE	5.00 G
113269-09-3	6-BROMO-7-NITROQUINOXALINE	1.00 G
113278-68-5	(R)-(-)-2,2-DIMETHYL-5-OXO-1,3-DIOXOLANE-4-ACETIC ACID 95% IRRITANT	5.00 g
1134-36-7	2-AMINO-4-PHENYLPHENOL 90% IRRITANT; TECH	5.00 g
113451-59-5	TERT-BUTYL (1S, 4S)-(-)-2,5-DIAZABICYCLO[2.2.1]HEPTANE-2-CARBOXYLATE	1.00 G
1134-94-7	2-AMINOPHENYL PHENYL SULFIDE =>98.0% APPEARANCE: GREY-BROWN; PURITY AS	100.00 g
1135-12-2	4-BENZYLANILINE	5.00
113-52-0	IMIPRAMINE HYDROCHLORIDE	5.00 G
1138-80-3	CARBOBENZYLOXYGLYCINE	25.00 G
1138-80-3	N-BENZYLOXYCARBOXYLGLYCINE	25.00 G
1138-80-3	N-CBZ-GLYCINE	25.00 G
113893-08-6	THIANAPHTHENE-3-BORONIC ACID	5.00 G
113893-08-6	BENZOTHIOPHENE-3-BORONIC ACID	1.00 G
1139-52-2	4-BROMO-2,6-DI-TERT-BUTYLPHENOL	25.00 G
1142-20-7	CARBOBENZYLOXY-L-ALANINE	25.00 G
114322-14-4	BENZOFURAZAN-4-SULFONYL CHLORIDE	500.00 MG
114-33-0	N-METHYLNICOTINAMIDE	5.00 G
114615-82-6	TETRAPROPYLAMMONIUM PERRUTHENATE	1.00 G
114615-82-6	TETRA-N-PROPYLAMMONIUM PERRUTHENATE	1.00 g
114715-38-7	(3S)-(+)-1-BENZYL-3-AMINOPYRROLIDINE >98% ASSAY METHOD: BY TITRIMETRIC	10.00 g
114715-39-8	(3R)-(-)-1-BENZYL-3-AMINOPYRROLIDINE >98% ASSAY METHOD: BY TITRIMETRIC	10.00 g
1148-11-4	CARBOBENZYLOXY-L-PROLINE	5.00 G
1148-11-4	Z-PRO-OH	25.00 G
1149-26-4	Z-VAL-OH	25.00 G
114971-52-7	BENZYLTRIMETHYLAMMONIUM DICHLOROIODATE	100.00 G
115029-23-7	2-FLUORO-5-(TRIFLUOROMETHYL)BENZOIC ACID	5.00 G
115029-24-8	2-FLUORO-4-(TRIFLUOROMETHYL)BENZOIC ACID	5.00 G
115-11-7	2-METHYLPROPENE	100.00 G
115-18-4	2-METHYL-3-BUTEN-2-OL	100.00 ML
115186-37-3	N-(TERT-BUTOXYCARBOXYL)-L-PROLINE N'-METHOXY-N'-METHYLAMIDE 98% OPTICA	5.00 g
115-19-5	2-METHYL-3-BUTYN-2-OL	100.00 ML
115-20-8	2,2,2-TRICHLOROETHANOL	100.00 G
115-20-8	2,2,2-TRICHLOROETHANOL 98% BRN 1697495; CARBOXYL GROUPS CAN BE PROTECT	100.00 g
1152-62-1	Z-MET-OH	25.00 G
115297-57-9	4-CHLOROBENZAMIDINE HYDROIODIDE	1.00 G
115297-57-9	4-CHLOROBENZAMIDINE HYDROIODIDE 96% HYGROSCOPIC	1.00 g
115445-21-1	1-BENZYL-3-(ETHYLAMINO)PYRROLIDINE >96% ASSAY METHOD: BY GC	5.00 g
115-69-5	2-AMINO-2-METHYL-1,3-PROPANEDIOL 99% CORROSIVE	5.00 g
115-70-8	2-AMINO-2-ETHYL-1,3-PROPANEDIOL	250.00 G
115754-21-7	3-FLUORO-4-(TRIFLUOROMETHYL)BENZOIC ACID	5.00 G
115761-79-0	1-(2,4-DIFLUOROPHENYL)PIPERAZINE	5.00 G
115761-79-0	1-(2,4-DIFLUOROPHENYL)PIPERAZINE 97% TOXIC /CORROSIVE	5.00 g
115-80-0	TRIETHYL ORTHOPROPIONATE	500.00 ML
115826-95-4	[R(+)-2,2'-BIS(DIPHENYLPHOSPHINO)-1,1'-BINAPHTHALENE]PALLADIUM(II) CHL	100.00 mg
115905-43-6	2-BROMO-4,5-DICYANO-1-METHYLIMIDAZOLE	2.50 g
116-02-9	3,3,5-TRIMETHYLCYCLOHEXANOL	25.00 G
116-09-6	HYDROXYACETONE	25.00 ML
116-09-6	ACETOL 90% HYGROSCOPIC; TECH	100.00 g
116-11-0	2-METHOXYPROPENE 97% FLAMMABLE LIQUID; LIGHT-SENSITIVE; USED TO PROTEC	50.00 g
1161-13-3	N-CBZ-L-PHENYLALANINE	1.00
116-16-5	HEXACHLOROACETONE	50.00 G
116-17-6	TRIIISOPROPYL PHOSPHITE 95% BRN: 1701528; EC NUMBER: 2041300; MOISTURE-	100.00 ml
116258-17-4	(1S,4S)-(+)-2-BENZYL-2,5-DIAZABICYCLO[2.2.1]HEPTANE DIHYDROBROMIDE	1.00 G
116-54-1	METHYL DICHLOROACETATE	500.00
116797-51-4	DL-CYSTEINE HYDROCHLORIDE MONOHYDRATE	25.00 G
116797-51-4	DL-CYSTEINE HYDROCHLORIDE, MONOHYDRATE 98+% ASSAY METHOD: BY TITRIMET	25.00 g
116853-97-5	2-CHLORO-6-METHOXPYRIDINE-4-CARBONYL CHLORIDE 95+%	1.00 g
1168-87-2	Z-ALA-ONP	10.00 G
116971-11-0	2,5-DIBROMO-3-HEXYLTHIOPHENE 97%	1.00 g
117-34-0	DIPHENYLACETIC ACID	5.00 G
117572-79-9	3-BROMO-4-METHOXYBENZONITRILE 99%	10.00 g
117695-55-3	3,5-DIBROMOBENZENE BORONIC ACID	1.00 G
117-99-7	2-HYDROXYBENZOPHENONE	5.00 G

118-00-3	GUANOSINE	100.00 G
118-00-3	GUANOSINE HYDRATE	25.00 G
118289-16-0	2-BROMO-4-(HYDROXYMETHYL)PYRIDINE	5.00 G

118-29-6	N-(HYDROXYMETHYL)PHTHALIMIDE	25.00 G
118-31-0	1-NAPHTHALENEMETHYLAMINE	1.00 G
118-31-0	1-NAPHTHALENEMETHYLAMINE 97% IRRITANT	5.00 g
118-41-2	3,4,5-TRIMETHOXYBENZOIC ACID	500.00 G
1184-16-3	BETA-NICOTINAMIDE ADENINE DINUCLEOTIDE PHOSPHATE SODIUM SALT	500.00 MG
118427-29-5	4-ISOPROPYLPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
118427-29-5	4-ISOPROPYLPHENYLHYDRAZINE HYDROCHLORIDE 98% IRRITANT	5.00 g
118-44-5	N-ETHYL-1-NAPHTHYLAMINE 98%	5.00 g
118-46-7	8-AMINO-2-NAPHTHOL >95% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; HARMFUL	25.00 g
118486-94-5	2-(TRIBUTYLSTANNYL)FURAN	25.00 ML
118-48-9	ISATOIC ANHYDRIDE	600.00 G
118-48-9	ISATOIC ANHYDRIDE 96% BRN: 136786; EC NUMBER: 2042550; IRRITANT; MOIST	500.00 g
1185-53-1	TRIZMA HYDROCHLORIDE	50.00 G
1185-53-1	TRIS(HYDROXYMETHYL)AMINOMETHANE HYDROCHLORIDE 99+% HYGROSCOPIC; IRRITA	50.00 g
118-55-8	PHENYL SALICYLATE 99% BRN 393969; EINECS 204-259-2; MERCK: 127464; RTE	25.00 g
1187-11-7	ACETYLMALONONITRILE 98% IRRITANT	5.00 g
118737-62-5	2,4-DIFLUOROBENZOIC ACID HYDRAZIDE	2.50 G
118-75-2	CHLORANIL	10.00 G
118-75-2	TETRACHLORO-P-BENZOQUINONE	100.00 G
118-75-2	TETRACHLORO-1,4-BENZOQUINONE	25.00 G
1187-58-2	N-METHYLPROPIONAMIDE 99% AVAILABLE IN USA AND EUROPE; EINECS 214-699-7	5.00 g
118799-24-9	(1,5-DIMETHYL-1H-PYRROL-2-YL)METHYLAMINE 95+%	1.00 g
118-90-1	O-TOLUIC ACID	100.00 G
118-92-3	ANTHRANILIC ACID 98+% BRN: 471803; EC NUMBER: 2042875; IRRITANT; RTECS	25.00 g
118-93-4	2'-HYDROXYACETOPHENONE 99% IRRITANT	500.00 g
1189-71-5	CHLOROSULFONYL ISOCYANATE	25.00 G
118996-61-5	4-CHLORO-5-CYANO-6-(METHYLTHIO)-2-PHENYLPYRIMIDINE	10.00 g
1190-73-4	N-ACETYLCYSTEAMINE 95% IRRITANT; USED IN THE SYNTHESIS OF CARBAPENEM D	5.00 g
119082-98-3	5-(2-PYRIDINYL)-2-THIOPHENECARBONYL CHLORIDE 97%	250.00 mg
1191-15-7	DIISOBUTYLALUMINUM HYDRIDE 1.0 M SOLUTION IN TOLUENE; 100 AND 800ML I	100.00 ml
1191-15-7	DIISOBUTYLALUMINUM HYDRIDE	100.00 ML
1191-15-7	DIISOBUTYLALUMINUM HYDRIDE 1.0M SOLUTION IN HEXANES; 100 AND 800ML I	100.00 ml
1191-95-3	CYCLOBUTANONE	5.00 G
1192-21-8	1-METHYL-1H-PYRAZOL-5-YLAMINE	1.00 G
1192-30-9	TETRAHYDROFURFURYL BROMIDE >95% ASSAY METHOD: BY GAS CHROMATOGRAPHY; P	25.00 g
1192-37-6	METHYLENECYCLOHEXANE	5.00 ML
1192-37-6	METHYLENECYCLOHEXANE 98% BRN: 773760; EC NUMBER: 2147524; FLAMMABLE LI	5.00 g
1192-40-1	PHENYLTHIOPYRIMIDINE	25.00
1192-58-1	1-METHYL-2-PYRROLECARBOXALDEHYDE 98% IRRITANT	5.00 g
1192-63-8	1-PYRROLIDINECARBONYL CHLORIDE 99% BRN 110281; CORROSIVE / MOISTURE SE	5.00 g
119-26-6	2,4-DINITROPHENYLHYDRAZINE	25.00 G
119279-48-0	TITANIUM(IV)TERT-BUTOXIDE HYGROSCOPIC	5.00 g
1192-88-7	1-CYCLOHEXENE-1-CARBOXALDEHYDE	5.00 G
1193-21-1	4,6-DICHLOROPYRIMIDINE 97% BRN 111195; CORROSIVE / LACHRYMATORY; EINEC	25.00 g
1193-22-2	4-AMINO-6-HYDROXYPYRIMIDINE 98% BRN 112429; EINECS 214-771-8; IRRITANT	1.00 g
1193-24-4	4,6-DIHYDROXYPYRIMIDINE	100.00 G
119-34-6	4-AMINO-2-NITROPHENOL	25.00 G
119-34-6	4-AMINO-2-NITROPHENOL CANCER SUSPECT AGENT; MUTAGEN	25.00 g
1193-55-1	2-METHYL-1,3-CYCLOHEXANEDIONE 99%	100.00 g
119-36-8	METHYL SALICYLATE	250.00 ML
1193-79-9	2-ACETYL-5-METHYLFURAN	10.00
1193-79-9	2-ACETYL-5-METHYLFURAN KOSHER; NATURE IDENTICAL; ONLY KOSHER WHEN BEA	100.00 g
1194-02-1	4-FLUOROBENZONITRILE 99% BRN 2041517; DISPLACEMENT OF THE FLUORO-SUBST	25.00 g
1194-21-4	2-AMINO-4-CHLORO-6-HYDROXYPYRIMIDINE	5.00 G
1194-65-6	2,6-DICHLOROBENZONITRILE	25.00 G
1194-98-5	2,5-DIHYDROXYBENZALDEHYDE	5.00 G
1195-09-1	2-METHOXY-5-METHYLPHENOL 98% BRN 1817644; EINECS 214-791-7; HARMFUL /	2.00 g
1195-14-8	2-METHYLTHIANAPHTHENE	1.00 G
1195-42-2	N-ISOPROPYLCYCLOHEXYLAMINE 98% FLAMMABLE LIQUID; IRRITANT	5.00 g
1195-45-5	4-FLUOROPHENYL ISOCYANATE	10.00 G
119-60-8	DICYCLOHEXYL KETONE 98% RTECS: OB1804500	10.00 g
119-61-9	BENZOPHENONE	50.00 G
1196-69-6	INDOLE-5-CARBOXALDEHYDE	5.00 g
1196-79-8	2,5-DIMETHYLINDOLE 98%	1.00 g
1198-27-2	1-AMINO-2-NAPHTHOL HYDROCHLORIDE 90% IRRITANT; TECH	5.00 g
1199-46-8	2-AMINO-4-TERT-BUTYLPHENOL 98% IRRITANT	10.00 g
120022-63-1	2,5-DIFLUOROBENZENESULFONAMIDE 98%	1.00 g

12012-95-2	ALLYLPALLADIUM CHLORIDE DIMER	500.00 MG
120-14-9	3,4-DIMETHOXYBENZALDEHYDE	100.00 G
120-14-9	VERATRALDEHYDE	500.00 G
1201-68-9	3-(CHLOROMETHYL)-5-PHENYL-1,2,4-OXADIAZOLE	1.00 G
1201-99-6	TRANS-2,4-DICHLOROCINNAMIC ACID	50.00 G
120-20-7	3,4-DIMETHOXYPHENETHYLAMINE	25.00 G
1202-34-2	2,2'-DIPYRIDYLAMINE 99% IRRITANT; METAL-COMPLEXING AGENT	5.00 g
120-25-2	4-ETHOXY-3-METHOXYBENZALDEHYDE	5.00 G
12030-88-5	POTASSIUM SUPEROXIDE	50.00 G
120321-72-4	(1-METHYL-1H-1,2,3-BENZOTRIAZOL-5-YL)METHANOL	250.00 G
120349-75-9	BOC-SERINOL(BZL)	1.00 G
120349-75-9	BOC-SERINOL(BZL) AMINO ACID ALCOHOLS CAN BE VERY USEFUL CHIRAL DIVERS	1.00 g
1204-21-3	2-BROMO-2',5'-DIMETHOXYACETOPHENONE 97% IRRITANT; LACHRYMATOR	10.00 g
1204-21-3	2-BROMO-2',5'-DIMETHOXYACETOPHENONE 97%	5.00 g
1204-28-0	TRIMELLITIC ANHYDRIDE CHLORIDE	5.00 G
120-47-8	ETHYL 4-HYDROXYBENZOATE	50.00 G
1205-30-7	4-CHLORO-3-SULFAMOYL BENZOIC ACID 98% IRRITANT	5.00 g
12054-85-2	AMMONIUM MOLYBDATE TETRAHYDRATE	100.00 G
12054-85-2	AMMONIUM MOLYBDATE(VI) TETRAHYDRATE	100.00
12054-85-2	AMMONIUM HEPTAMOLYBDATE TETRAHYDRATE	50.00 G
120-57-0	PIPERONAL	100.00 G
120-65-0	2-DIMETHYLAMINOMETHYLPHENOL 70+% BY GC; CONTAINS PHENOL; CORROSIVE; T	25.00 ml
12069-69-1	COPPER(II) CARBONATE, BASIC	25.00 G
120-71-8	2-METHOXY-5-METHYLANILINE 99% CANCER SUSPECT AGENT; MUTAGEN	5.00 g
120-72-9	INDOLE	25.00 G
120-75-2	2-METHYLBENZOTHIAZOLE	25.00 G
120-78-5	2,2'-DITHIOBIS(BENZOTHIAZOLE)	500.00 G
120-80-9	CATECHOL	100.00 G
12081-16-2	CHLOROBIS(ETHYLENE)RHODIUM(I) DIMER	1.00 G
120-83-2	2,4-DICHLOROPHENOL 99% BRN 742467; EINECS 204-429-6; HARMFUL / IRRITAN	100.00 g
120-92-3	CYCLOPENTANONE	100.00 ML
120-92-3	CYCLOPENTANONE 99+% FLAMMABLE LIQUID; IRRITANT	50.00 ml
120-94-5	1-METHYLPYRROLIDINE	100.00 ML
121-05-1	N,N-DIISOPROPYLETHYLENEDIAMINE	10.00 G
12112-67-3	CHLORO(1,5-CYCLOOCTADIENE)IRIDIUM(I) DIMER 97% EC NUMBER: 2351701	100.00 mg
121180-51-6	4-(4-AMINOPHENYL)-1,2,3-THIADIAZOLE	1.00 G
121195-03-7	ETHYL 3-(2-THIENYL)PYRAZOLE-5-CARBOXYLATE	5.00 G
121219-16-7	2,3-DIFLUOROBENZENE BORONIC ACID 98% IRRITANT	1.00 g
12125-01-8	AMMONIUM FLUORIDE	100.00
12125-01-8	AMMONIUM FLUORIDE 98+% ACS REAGENT; CL <=0.001%; FE <=5 PPM; HEAVY MET	500.00 g
12135-22-7	PALLADIUM HYDROXIDE	10.00 G
12135-22-7	PALLADIUM HYDROXIDE 20 WT % PD (DRY BASIS) ON CARBON, WET, DEGUSSA TY	10.00 g
12135-76-1	AMMONIUM SULFIDE	100.00 ML
121359-48-6	2-TRIBUTYLSTANNYLTHIAZOLE 95% CLASS: ORGANOSTANNANES	1.00 g
121-43-7	TRIMETHYL BORATE	100.00 ML
121-44-8	TRIETHYLAMINE 99.5% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC; CORRO	100.00 ml
121-44-8	TRIETHYLAMINE 99.5% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC; BRN:	100.00 ml
121-45-9	TRIMETHYL PHOSPHITE 99+% BRN: 956570; EC NUMBER: 2044715; NMR GRADE; R	300.00 g
121-45-9	TRIMETHYL PHOSPHITE	1.00 KG
121-47-1	3-AMINOBENZENESULFONIC ACID	25.00 G
12150-46-8	1,1'-BIS(DIPHENYLPHOSPHINO)FERROCENE	1.00 G
12150-46-8	1,1'-BIS(DIPHENYLPHOSPHINO)FERROCENE 99% TECHNICAL NOTES: LIGAND FOR N	5.00 g
121-51-7	3-NITROBENZENESULFONYL CHLORIDE	250.00 G
121-51-7	3-NITROBENZENESULPHONYL CHLORIDE	985.00
121-52-8	3-NITROBENZENESULFONAMIDE 99% IRRITANT	5.00 g
121-60-8	N-ACETYSULFANILYL CHLORIDE	500.00 G
121-66-4	2-AMINO-5-NITROTHIAZOLE	25.00 G
121-69-7	N,N-DIMETHYLANILINE	100.00 ML
121-69-7	N,N-DIMETHYLANILINE 99% AVAILABLE IN USA AND EUROPE; EINECS 204-493-5;	5.00 ml
121-71-1	3'-HYDROXYACETOPHENONE	5.00 G
121-71-1	3-HYDROXYACETOPHENONE	100.00 G
121-79-9	PROPYL GALLATE	250.00 G
121-88-0	2-AMINO-5-NITROPHENOL	25.00 G
121-90-4	3-NITROBENZOYL CHLORIDE 98% BRN: 777186; CORROSIVE; EC NUMBER: 2045059	25.00 g
121-90-4	3-NITROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	25.00 g
121-92-6	3-NITROBENZOIC ACID 99% BRN: 908644; EC NUMBER: 2045085; IRRITANT; RTE	100.00 g

121-97-1	4'-METHOXYPROIOPHENONE	5.00 G
122-00-9	4'-METHYLACETOPHENONE	100.00 G
122-01-0	4-CHLOROBENZOYL CHLORIDE	100.00 G

122-01-0	4-CHLOROBENZOYL CHLORIDE 95%	25.00 ml
122023-29-4	2-FLUORO-4-(TRIFLUOROMETHYL)ACETOPHENONE	1.00 G
122-03-2	4-ISOPROPYLBENZALDEHYDE	100.00 G
122-04-3	4-NITROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	50.00 g
122-04-3	4-NITROBENZOYL CHLORIDE	50.00 G
122-07-6	(METHYLAMINO)ACETALDEHYDE DIMETHYL ACETAL	25.00 G
12230-71-6	BARIUM HYDROXIDE OCTAHYDRATE	5.00 KG
122-39-4	DIPHENYLAMINE	100.00 G
122454-46-0	4-(TRIFLUOROMETHOXY)BENZOYL ACETONITRILE	1.00 G
122-51-0	TRIETHYL ORTHOFORMATE 98% ANHYDROUS; BRN: 605384; EC NUMBER: 2045504;	100.00 ml
122-52-1	TRIETHYL PHOSPHITE	100.00 ML
122-59-8	PHENOXYACETIC ACID	5.00 G
122-78-1	PHENYLACETALDEHYDE	25.00 ML
122-80-5	4-AMINOACETANILIDE 98+% BRN 742888; EINECS 204-576-6; IRRITANT / SENSI	50.00 g
122813-72-3	4-(4-BROMO-2,6-DIMETHYLPHENYL)-3-THIOSEMICARBAZIDE	1.00 G
122-85-0	4-ACETAMIDO BENZALDEHYDE	25.00 G
122-97-4	3-PHENYL-1-PROPANOL 98% IRRITANT	50.00 g
123-00-2	3-MORPHOLINOPROPYLAMINE	100.00 ML
123-00-2	4-(3-AMINOPROPYL)MORPHOLINE 98% CORROSIVE	5.00 g
123-06-8	ETHOXYMETHYLENEMALONONITRILE 98% THIS PRODUCT IS KNOWN TO BE A STRONG	1,400.00 g
123-06-8	ETHOXYMETHYLENEMALONONITRILE	100.00 G
123-07-9	4-ETHYLPHENOL 99% IRRITANT	5.00 g
123-07-9	4-ETHYLPHENOL >97.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PURE;	25.00 g
123-08-0	4-HYDROXYBENZALDEHYDE	250.00 G
123-11-5	4-ANISALDEHYDE	100.00
123-11-5	P-ANISALDEHYDE	500.00 G
123-11-5	P-ANISALDEHYDE 98% IRRITANT	500.00 g
123116-01-8	2-(ETHYLTHIO)NICOTINOYL CHLORIDE 95% CORROSIVE / MOISTURE SENSITIVE; U	1.00 g
123-12-6	N,N,N',N'-TETRAETHYLDIETHYLENETRIAMINE	25.00 ML
123-15-9	2-METHYLVALERALDEHYDE	5.00 ML
123-19-3	4-HEPTANONE	100.00 ML
123-30-8	4-AMINOPHENOL 98+% IRRITANT; TOXIC	5.00 g
123324-71-0	4-TERT-BUTYLPHENYLBORONIC ACID	5.00 G
123324-71-0	4-TERT-BUTYLBENZENE BORONIC ACID	1.00 G
123333-53-9	1-HYDROXYBENZOTRIAZOLE HYDRATE	25.00 G
123333-53-9	1-HYDROXYBENZOTRIAZOLE, HYDRATE	100.00 KG
123333-60-8	CERIUM(IV)SULFATE HYDRATE	100.00 G
123333-67-5	SODIUM HYPOPHOSPHITE HYDRATE	100.00 G
123333-71-1	DL-HISTIDINE MONOHYDROCHLORIDE MONOHYDRATE 98%	25.00 g
123333-84-6	LITHIUM DIISOPROPYLAMIDE MONO(TETRAHYDROFURAN)	1.00 L
123333-92-6	2,3-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE HYDRATE	5.00 G
123333-92-6	2,3-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE HYDRATE	25.00 G
123-38-6	PROPIONALDEHYDE 97% BRN 506010; EINECS 204-623-0; HIGHLY FLAMMABLE / I	100.00 ml
123-38-6	PROPIONALDEHYDE >95.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PURE	25.00 ml
123-39-7	N-METHYLFORMAMIDE	100.00 ML
1234-35-1	N-ALPHA-Z-L-ARGININE	5.00 G
123-51-3	3-METHYL-1-BUTANOL 99+% ANHYDROUS; EVAPN RESIDUE <0.0005%; PACKAGED UN	1.00 l
123-51-3	3-METHYL-1-BUTANOL 98% BRN 1718835; EINECS 204-633-5; FLAMMABLE / HARM	100.00 ml
12354-85-7	DICHLORO(PENTAMETHYLCYCLOPENTADIENYL)RHODIUM (III) DIMER	500.00 MG
123-56-8	SUCCINIMIDE 98% BRN: 108440; EC NUMBER: 2046356; IRRITANT; RTECS: WN22	100.00 g
123622-36-6	FMOC-GLU(OBZL)-CL	1.00 G
123-62-6	PROPIONIC ANHYDRIDE	50.00 G
123-72-8	BUTYRALDEHYDE	100.00 ML
123-75-1	PYRROLIDINE	100.00 ML
123-75-1	PYRROLIDINE 99%	100.00 ml
123-76-2	LEVULINIC ACID 98% CORROSIVE	50.00 g
123-77-3	AZODICARBONAMIDE 97% BRN: 1704003; EC NUMBER: 2046508; FLAMMABLE SOLID	100.00 g
123-82-0	2-AMINOHEPTANE 99% IRRITANT	25.00 g
123-83-1	N,N-DIMETHYL-N'-ETHYLETHYLENEDIAMINE	25.00 G
123843-67-4	4-BROMO-2,6-DIFLUOROBENZONITRILE	5.00
123-91-1	1,4-DIOXANE 99+%	4.00 l
123-91-1	1,4-DIOXANE AVAILABLE IN USA AND EUROPE; EINECS 204-661-8; EXTRA DRY,	200.00 ml
123-91-1	1,4-DIOXANE	100.00 ML
123-91-1	P-DIOXANE 99.8% ANHYDROUS; H2O <50PPM, RESIDUE AFTER EVAPORATION <5PPM	100.00 ml
123-91-1	1,4-DIOXANE 99.0% ACROSEAL(TM); ANHYDROUS; AVAILABLE IN USA AND EUROPE	100.00 ml
123-91-1	1,4-DIOXANE 99+% ACS REAGENT; ACS SPECIFICATIONS: SAME AS FOR 36,048-1	1.00 l
123-92-2	ISOAMYL ACETATE	100.00 ML

124-02-7	DIALLYLAMINE	5.00 ML
124-07-2	OCTANOIC ACID 99%	25.00 ml

124090-10-4	DIMETHYL (4-NITROBENZYL)MALONATE 97%	25.00 g
124-09-4	HEXAMETHYLENEDIAMINE	5.00 G
124185-35-9	2-CHLORO-4-FLUORO-5-METHYLANILINE	5.00 G
124-38-9	CARBON DIOXIDE	227.00 G
124-40-3	DIMETHYLAMINE	25.00 ML
124-40-3	DIMETHYLAMINE 2.0 M SOLUTION IN METHYL ALCOHOL; CORROSIVE; FLAMMABLE	100.00 ml
124-41-4	SODIUM METHOXIDE	100.00
124-41-4	SODIUM METHOXIDE 0.5 M SOLUTION IN METHANOL; ACS REAGENT; ASSAY 0.48-	100.00 ml
124-41-4	SODIUM METHOXIDE 25 WT % SOLUTION IN METHANOL; CORROSIVE; FLAMMABLE L	1.00 l
124-41-4	SODIUM METHOXIDE 95% CORROSIVE; FLAMMABLE SOLID; POWDER	100.00 g
124-42-5	ACETAMIDINE HYDROCHLORIDE 95% HYGROSCOPIC; IRRITANT	100.00 g
124-42-5	ACETAMIDINE HYDROCHLORIDE	100.00 G
124.63-0	METHANESULFONYL CHLORIDE	500.00 ML
124-63-0	METHANESULFONYL CHLORIDE EEC NO: 204-706-1; RTECS NO: PB2790000	500.00 g
124-63-0	METHANESULPHONYL CHLORIDE 98% BRN 506297; EINECS 204-706-1; ESTERS OF	100.00 g
124-68-5	2-AMINO-2-METHYL-1-PROPANOL 95% BRN: 505979; EC NUMBER: 2047098; IRRIT	500.00 ml
124700-01-2	4-(4-CHLOROPHENYL)SEMICARBAZIDE HYDROCHLORIDE	2.00 G
124.83-4	(1R,3S)-(+)-CAMPHORIC ACID	5.00 G
124839-61-8	4-CYANO-2-NITROPHENYLHYDRAZINE	5.00 G
125700-67-6	O-BENZOTRIAZOL-1-YL-N,N,N',N'-TETRAMETHYLURONIUM TETRAFLUOROBORATE 97%	5.00 g
125700-73-4	O-(5-NORBORNENE-2,3-DICARBOXIMIDO)-N,N,N,N,-TETRAMETHYLURONIUM TETRAF	1.00 g
126-07-8	GRISEOFULVIN	5.00 G
126-38-5	1-BROMO-2,2-DIMETHOXYPROPANE	50.00 G
126456-43-7	(1S,2R)-(-)-CIS-1-AMINO-2-INDANOL 99% 99% EE/GLC	10.00 g
126747-14-6	4-CYANOPHENYLBORONIC ACID	25.00 G
126747-14-6	4-CYANOBENZENE BORONIC ACID 98% HARMFUL / IRRITANT; UN 3276	1.00 g
126-81-8	5,5-DIMETHYL-1,3-CYCLOHEXANEDIONE	25.00 G
126917-10-0	2-FLUORO-4-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 98% CORROSIVE	1.00 g
126917-10-0	2-FLUORO-4-(TRIFLUOROMETHYL)BENZOYL CHLORIDE	1.00 G
126-98-7	METHACRYLONITRILE	100.00 ML
127-08-2	POTASSIUM ACETATE	500.00
127-08-2	POTASSIUM ACETATE 99+% ACS REAGENT; CA, MG AND R233 PPT <=0.01%; CL- <	500.00 g
127-09-3	SODIUM ACETATE	250.00 G
127-09-3	SODIUM ACETATE 99+% ACS REAGENT; CA, MG AND R2O3 PPT <=0.01%; CL- <=0.	500.00 g
1271-19-8	BIS(CYCLOPENTADIENYL)TITANIUM DICHLORIDE 97% EC NUMBER: 2150359; IRRIT	10.00 g
127-17-3	PYRUVIC ACID	25.00 G
127-19-5	N,N-DIMETHYLACETAMIDE	100.00 ML
127-19-5	N,N-DIMETHYLACETAMIDE 99.8% 100ML, 1L AND 2L IN SURE/SEAL(TM) BOTTLES,	1.00 l
127-69-5	SULFISOXAZOLE	25.00 G
127979-74-2	2-(TRIFLUOROMETHOXY)BENZAMIDE 98% IRRITANT	1.00 g
128008-30-0	INDIUM (III) TRIFLUOROMETHANESULFONATE 99% HYGROSCOPIC; PWDR	5.00 g
128-08-5	N-BROMOSUCCINIMIDE	500.00
128-08-5	N-BROMOSUCCINIMIDE 99% BRN: 113916; COMMON BROMINATING AGENT; EC NUMBE	100.00 g
128-09-6	N-CHLOROSUCCINIMIDE	100.00 G
128317-11-8	(3-METHYLTHIOPHENYL)BORONIC ACID	5.00 G
128-37-0	BUTYLATED HYDROXYTOLUENE	100.00 G
128-39-2	2,6-DI-TERT-BUTYLPHENOL 99% IRRITANT	25.00 g
128455-62-9	5-CHLORO-1-METHYL-3-(TRIFLUOROMETHYL)PYRAZOLE-4-CARBOXALDEHYDE	10.00 g
128455-63-0	5-CHLORO-1-METHYL-3-(TRIFLUOROMETHYL)-1H-PYRAZOLE-4-CARBOXYLIC ACID	1.00 G
128495-46-5	4-FLUORO-3-METHOXYBENZALDEHYDE	5.00 G
128625-52-5	BENZOTRIAZOL-1-YLOXYTRIPYRROLIDINOPHOSPHONIUM HEXAFLUOROPHOSPHATE	5.00 G
128625-52-5	BENZOTRIAZOL-1-YLOXYTRIS(PYRROLIDINO)PHOSPHONIUM HEXAFLUOROPHOSPHATE	25.00
128796-39-4	4-TRIFLUOROMETHYLBENZENE BORONIC ACID	5.00 G
129015-69-6	5-CHLORO-3-(TRIFLUOROMETHYL)PYRID-2-YLHYDRAZINE	1.00 G
1291-32-3	BIS(CYCLOPENTADIENYL)ZIRCONIUM DICHLORIDE 98+% EC NUMBER: 2150668; MOI	25.00 g
1295-35-8	BIS(1,5-CYCLOOCTADIENE)NICKEL(0) 98+% AIR SENSITIVE; HAZ; TECHNICAL NO	2.00 g
129541-43-1	5-BROMO-4-CHLORO-3-INDOLYL BUTYRATE	100.00 MG
129714-97-2	3,5-DIFLUOROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	25.00 g
13007-92-6	CHROMIUM HEXACARBONYL	1.00 G
13012-54-9	3-CHLOROPROPYL THIOLACETATE 90+% STENCH; TECH	5.00 g
13013-02-0	METHYL 4-NITROBUTYRATE	25.00 G
130-15-4	1,4-NAPHTHOQUINONE	100.00 G
130-16-5	5-CHLORO-8-HYDROXYQUINOLINE	10.00 G
13020-57-0	3-HYDROXYBENZOPHENONE	1.00 G
130221-78-2	4-(1-PROPENYLOXYMETHYL)-1,3-DIOXOLAN-2-ONE	100.00 ML
13031-60-2	METHYL 4-AMINO BUTYRATE HYDROCHLORIDE	25.00 G

130333-46-9	5-BROMO-2,4-DIMETHOXYBENZALDEHYDE 99%	25.00 g
13036-02-7	DIMETHYL 5-HYDROXYISOPHTHALATE	70.00 g
1303-96-4	SODIUM BORATE DECAHYDRATE	500.00 G
1303-96-4	SODIUM TETRABORATE DECAHYDRATE =>99.5% BIOCHEMIKA MICROSELECT; EC NUMB	250.00 g

130423-85-7	METHYL 5-(2-PHENYLETH-1-YNYL)-2-FUROATE	1.00 G
1304-76-3	BISMUTH(III) OXIDE	50.00 G
13050-47-0	M-TOLUIC HYDRAZIDE	5.00 G
1305-62-0	CALCIUM HYDROXIDE	100.00 G
13061-96-6	METHYLBORONIC ACID	5.00 G
13078-13-2	1-(M-TOLYL)PIPERAZINE DIHYDROCHLORIDE 97%	5.00 g
13078-30-3	5-ANILINO-1,2,3,4-THIATRIAZOLE	25.00 G
13078-79-0	2-(3-CHLOROPHENYL)ETHYLAMINE	5.00 G
13078-80-3	2-(2-CHLOROPHENYL)ETHYLAMINE	25.00 G
13091-23-1	4-CHLORO-3-NITROPYRIDINE	5.00 G
13093-04-4	N,N'-DIMETHYL-1,6-HEXANEDIAMINE	1.00 G
1309-48-4	MAGNESIUM OXIDE	5.00 G
1309-48-4	MAGNESIUM OXIDE 98% ACS REAGENT; ASSAY: =95.0%; BA <=0.005%; CA <=0.0	25.00 g
13098-39-0	HEXAFLUOROACETONE SESQUIHYDRATE	100.00 G
1310-58-3	POTASSIUM HYDROXIDE 85+% ACS REAGENT; CL- <=0.01%; CONTAINS 10-15% WAT	25.00 g
1310-58-3	POTASSIUM HYDROXIDE	1.00 KG
1310-65-2	LITHIUM HYDROXIDE 98+% CORROSIVE; TOXIC	100.00 g
1310-65-2	LITHIUM HYDROXIDE	100.00 G
1310-65-2	LITHIUM HYDROXIDE 98+% BASE USED IN THF FOR WADSWORTH-EMMONS OLEFINATI	500.00 g
1310-66-3	LITHIUM HYDROXIDE MONOHYDRATE	500.00 G
1310-73-2	SODIUM HYDROXIDE	500.00 G
13116-27-3	4-IODOPHENYLHYDRAZINE 95% HARMFUL / LIGHT SENSITIVE; UN 2811	1.00 g
131-22-6	4-PHENYLAZO-1-NAPHTHYLAMINE	25.00 g
131307-35-2	N-FLUOROPYRIDINIUM PYRIDINE HEPTAFLUORODIBORATE 95% ACCUFLUOR IS A REG	5.00 g
131307-35-2	N-FLUOROPYRIDINIUM PYRIDINE HEPTAFLUORODIBORATE	1.00 G
1313-13-9	MANGANESE(IV) OXIDE	100.00 G
1313-13-9	MANGANESE(IV) OXIDE 99.99% EC NUMBER: 2152026; IRRITANT; OXIDIZER; RTE	25.00 g
1313-13-9	MANGANESE (IV) OXIDE ACTIVATED; BLACK POWDER; MN 58% MIN (ASSAY); TEC	500.00 g
1313-27-5	MOLYBDENUM(VI) OXIDE	500.00 G
1313-82-2	SODIUM SULFIDE	10.00 G
13139-14-5	BOC-TRP-OH	25.00 G
13139-16-7	BOC-ILE 1/2H2O	25.00 G
13139-16-7	N-(TERT-BUTOXYCARBONYL)-L-ISOLEUCINE 98%	5.00 g
13139-17-8	N-(BENZYLOXYCARBONYLOXY)SUCCINIMIDE	25.00 G
13139-17-8	N-(BENZYLOXYCARBONYLOXY)SUCCINIMIDE 98% BRN: 1387927; EC NUMBER: 23607	25.00 g
13139-86-1	4-METHOXYPHENYLMAGNESIUM BROMIDE	100.00 ML
1314-08-5	PALLADIUM(II) OXIDE 98% IRRITANT	5.00 g
1314-08-5	PALLADIUM(II) OXIDE 99.9% ASSAYED FOR PD CONTENT; BLACK POWDER	1.00 g
1314-15-4	PLATINUM(IV) OXIDE	5.00 G
1314-15-4	PLATINUM (IV) OXIDE	1.00 G
1314-15-4	PLATINUM (IV) OXIDE 99.9% POWDER; PT 71-75%; PURITY CALCULATED ON META	5.00 g
1314-15-4	PLATINUM(IV) OXIDE 81-83% PT; SURFACE AREA =60M2/G	1.00 g
1314-35-8	TUNGSTEN(VI)OXIDE	100.00 G
1314-56-3	PHOSPHORUS PENTOXIDE	500.00 G
1314-62-1	VANADIUM(V) OXIDE 99.6+% EC NUMBER: 2152398; RTECS: YW2450000	5.00 g
13154-24-0	TRIISOPROPYLSILYL CHLORIDE	10.00 G
13154-24-0	CHLOROTRIISOPROPYLSILANE 98% ALSO USEFUL FOR N-PROTECTION; BRN 1737446	5.00 g
131634-71-4	5-BROMO-2-CHLOROBENZHYDRAZIDE	5.00 G
1317-38-0	COPPER(II) OXIDE	500.00 G
1317-39-1	COPPER(I) OXIDE	500.00 G
13183-79-4	5-MERCAPTO-1-METHYLTETRAZOLE	5.00 G
13183-79-4	5-MERCAPTO-1-METHYLTETRAZOLE 98% IRRITANT	5.00 g
13194-68-8	4-iodo-2-methylaniline 97% IRRITANT	10.00 g
13194-73-5	3,5-DIBROMO-4-METHYLANILINE 99% BRN 2639285; HARMFUL; UN 2811	5.00 g
13205-46-4	4-ISOPROPDXYBENZOIC ACID	5.00 G
13214-66-9	4-PHENYL-1-BUTYLAMINE 98+% BRN 2080045; CORROSIVE; EINECS 236-186-7; U	50.00 g
13214-66-9	4-PHENYL-1-BUTYLAMINE	50.00 G
132-32-1	3-AMINO-9-ETHYLCARBAZOLE 90% CANCER SUSPECT AGENT; INDICATOR FOR PEROX	25.00 g
132327-80-1	FMOC-GLN(TRT)-OH	25.00 G
132388-59-1	FMOC-ASN(TRT)-OH	5.00 G
13242-44-9	2-(DIMETHYLAMINO)ETHANETHIOL HYDROCHLORIDE 95% HYGROSCOPIC; IRRITANT;	25.00 g
13250-46-9	ACETYL ISOTHIOCYANATE	5.00 ML
13257-51-7	MERCURY(II) TRIFLUOROACETATE	10.00 G
13258-63-4	4-(2-AMINOETHYL)PYRIDINE	25.00 G
132664-85-8	2-(AMINOMETHYL)-5-METHYLPYRAZINE	5.00 G
132705-51-2		1.00 g

BROMO-TRIS-PYRROLIDINO-PHOSPHONIUM HEXAFLUOROPHOSPHATE 97%

132741-29-8	3,4-DIFLUOROMANDELIC ACID	1.00 G
132741-30-1	2,4-DIFLUOROMANDELIC ACID 97%	5.00 g
132741-31-2	3,5-DIFLUOROMANDELIC ACID	5.00 G

13274-43-6	4-METHYL-1,2,4-TRIAZOLINE-3,5-DIONE 95% MOISTURE-SENSITIVE	1.00 g
132-75-2	1-NAPHTHYLACETONITRILE	5.00 G
13275-68-8	2-(ETHYLAMINO)-1,3,4-THIADIAZOLE	5.00 G
132834-58-3	1-[5-(TRIFLUOROMETHYL)PYRIDIN-2-YL]PIPERAZINE	5.00 G
132834-58-3	1-(5-TRIFLUOROMETHYL-PYRIDIN-2-YL)-PIPERAZINE	1.00 G
132915-80-1	3-CHLORO-5-TRIFLUOROMETHYL-1,2-PHENYLENEDIAMINE 97% HARMFUL / IRRITANT	5.00 g
13292-46-1	RIFAMPICIN	1.00 G
132942-81-5	4-CHLORO-5-FLUORO-O-PHENYLENEDIAMINE	1.00 G
1330-20-7	XYLENES	1.00
133-13-1	DIETHYL ETHYLMALONATE	500.00 G
13325-10-5	4-AMINO-1-BUTANOL 98% BRN: 1731411; CORROSIVE; EC NUMBER: 2363644; HYG	5.00 g
13327-27-0	6-METHYLPYRIDAZIN-3[2H]-ONE	5.00 G
13331-23-2	FURAN-2-BORONIC ACID	6.00 G
1333-74-0	HYDROGEN 99.99+% AVAILABILITY MAY BE AFFECTED BY REGULATIONS; BRASS CO	57.00 L
1333-82-0	CHROMIUM(VI) OXIDE	100.00
1333-82-0	CHROMIUM(VI) OXIDE 99.9% CANCER SUSPECT AGENT; EC NUMBER: 2156078; HIG	100.00 g
13339-01-0	1-(2-ETHOXYPHENYL)PIPERAZINE	5.00 G
133-49-3	PENTACHLOROTHIOPHENOL 97% BRN 1108638; EINECS 205-107-8; HARMFUL; RTEC	5.00 g
133-59-5	O-TOLUENESULFONYL CHLORIDE	25.00 G
13360-57-1	DIMETHYLSULFAMOYL CHLORIDE	25.00 G
13360-63-9	N-ETHYLBUTYLAMINE	50.00
13361-30-3	ISOPROPYL CYANOACETATE 98%	25.00 g
133-67-5	TRICHLORMETHIAZIDE	1.00 G
13371-95-4	N-BENZYL-O-PHENETIDINE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
133730-34-4	2,4-DIMETHOXYBENZENEBOBORONIC ACID	10.00 G
133745-75-2	N-FLUOROBENZENESULFONIMIDE	5.00 G
133745-75-2	N-FLUOROBENZENESULFONIMIDE 97% BRN: 5348902; STABLE, EASY-TO-HANDLE, C	5.00 g
13382-43-9	5-AMINO-2-METHYLBENZOTHIAZOLE	2.00 G
133831-28-4	METHYL 3-FORMYLINDOLE-6-CARBOXYLATE 95% AVAILABLE IN USA AND EUROPE	2.50 g
13400-13-0	CESIUM FLUORIDE 99.9%	25.00 g
134-03-2	L-ASCORBIC ACID SODIUM SALT	25.00 G
134098-61-6	FENPYROXIMATE	100.00
134-20.3	METHYL ANTHRANILATE NATURAL	25.00 g
134-20-3	METHYL 2-AMINOENZOATE 99+% IRRITANT; LIGHT-SENSITIVE	50.00 g
134-20-3	METHYL ANTHRANILATE	250.00 G
13435-12-6	N-(TRIMETHYLSILYL)ACETAMIDE	50.00 G
1344-28-1	ALUMINUM OXIDE	1.00 KG
1344-28-1	ALUMINUM OXIDE, ALPHA	250.00 G
1344-28-1	ALUMINA	1.00 KG
13454-88-1	COPPER (II) FLUORIDE	50.00 G
13454-96-1	PLATINUM(IV) CHLORIDE	5.00 G
13455-00-0	DIPHOSPHORUS TETRAIODIDE	5.00 G
13455-21-5	POTASSIUM FLUORIDE DIHYDRATE	100.00 G
13455-21-5	POTASSIUM FLUORIDE DIHYDRATE 98% CORROSIVE; EC NUMBER: 2321515; HAS BE	500.00 g
13463-40-6	IRON PENTACARBONYL	50.00 G
13465-09-3	INDIUM(III) BROMIDE =>99% EXTRA PURE; PURITY ASSAY METHOD: ARGENTOMETR	10.00 g
13494-80-9	TELLURIUM	5.00 G
135-02-4	2-METHOXYBENZALDEHYDE 98% BRN 606301; EINECS 205-171-7; IRRITANT/AIR	100.00 g
13504-85-3	Z-HYP-OH	25.00 g
13504-85-3	Z-HYP-OH	25.00 g
135050-44-1	3-CHLORO-4-IODOANILINE 95% BRN 3236464; HARMFUL / LIGHT SENSITIVE; UN	25.00 g
135072-14-9	4-BENZYL-2-MORPHOLINECARBOXYL CHLORIDE HYDROCHLORIDE TECH	250.00 mg
135112-28-6	FMOC-NVA-OH	5.00 G
13515-97-4	DL-ALANINE METHYL ESTER HYDROCHLORIDE	10.00 G
13517-10-7	BORON TRIIODIDE	25.00 G
135-19-3	2-NAPHTHOL 98%	250.00 g
135-19-3	2-NAPHTHOL GUARANTEED REAGENT; PACKAGED IN GLASS BOTTLES	25.00 g
135204-19-2	1,1-DIOXOBENZOIBITHIOPHENE-2-METHYL CHLOROFORMATE CORROSIVE / KEEP CO	1.00 g
13532-18-8	METHYL 3-(METHYLTHIO)PROPIONATE	100.00 G
135427-08-6	4-FLUORO-3-METHYLBENZALDEHYDE	5.00 G
135673-97-1	FMOC-CHA-OH	1.00 G
135-73-9	2-BROMO-4'-PHENYLACETOPHENONE	25.00 G
13574-13-5	BOC-GLU(OBZL)-OH	100.00 G
135-76-2	6-HYDROXY-2-NAPHTHALENESULFONIC ACID, SODIUM SALT	50.00 G
135884-31-0	1-TERT-BUTOXYCARBOXYL-2-PYRROLYLBORONIC ACID AVAILABLE IN USA AND EUR	250.00 mg
13590-82-4	CERIUM(IV) SULFATE	25.00 G

13602-12-5	ISONICOTINIC ACID N-OXIDE 99% IRRITANT	50.00 g
136030-00-7	(1R,2S)-(+)-CIS-1-AMINO-2-INDANOL	5.00 G
13608-87-2	2,3,4-TRICHLOROACETOPHENONE	5.00 G

13623-94-4	1,1-BIS(METHYLTHIO)-2-NITROETHYLENE 98% IRRITANT	25.00 g
13637-68-8	MOLYBDENUM(VI) DICHLORIDE DIOXIDE	1.00 G
136547-17-6	4-(TRIFLUOROMETHYL)-2-PYRIMIDINETHIOL 96% TOXIC	5.00 g
13668-61-6	2-CYCLOPENTENE-1-ACETIC ACID	5.00 G
13669-42-6	3-QUINOLINECARBOXALDEHYDE	1.00 G
13670-99-0	2',6'-DIFLUOROACETOPHENONE	5.00 G
13679-70-4	5-METHYL-2-THIOPHENECARBOXALDEHYDE	25.00 G
13679-70-4	5-METHYLTHIOPHENE-2-CARBOXALDEHYDE	25.00 ML
13680-30-3	2-TERT-BUTYL-6-METHYLPHENYL ISOCYANATE 97% LACHRYMATOR; MOISTURE-SENSI	2.00 g
136-95-8	2-AMINOBENZOTHAZOLE	100.00 G
137-00-8	4-METHYL-5-THIAZOLEETHANOL	25.00 G
137049-00-4	1-METHYL-1H-IMIDAZOLE-4-SULFONYL CHLORIDE	1.00 G
137049-02-6	1,2-DIMETHYLIMIDAZOLE-4-SULPHONYL CHLORIDE	2.00 G
137-06-4	O-THIOCREOSOL 98% BRN 774068; EINECS 205-276-8; HARMFUL / IRRITANT / ST	25.00 g
137-07-5	2-AMINOTHIOPHENOL	25.00 G
13708-12-8	5-METHYLOUINOXALINE	1.00 G
13709-36-9	XENON DIFLUORIDE	5.00 G
13716-12-6	TRI-T-BUTYLPHOSPHINE	50.00 G
13716-12-6	TRI-T-BUTYLPHOSPHINE 99% AIR SENSITIVE; AMP; COLORLESS LIQ TO WHITE SO	5.00 g
13716-12-6	TRI-T-BUTYLPHOSPHINE 99% CRYSTALLINE	1.00 g
137215-27-1	7-MERCAPTO-4-METHYLCOUMARIN =>97.0% PURITY ASSAY METHOD: GAS CHROMATOG	5.00 g
13726-67-5	BOC-L-ASPARTIC ACID	25.00 G
13726-84-6	BOC-GLU(OBUT)-OH	5.00 G
13734-34-4	BOC-PHE-OH	100.00 G
13734-36-6	N-T-BOC-SARCOSINE	25.00
13734-36-6	BOC-SAR-OH	80.00 G
13734-41-3	BOC-VAL-OH	25.00 G
137348-88-0	TERT-BUTYL TETRAISOPROPYLPHOSPHORODIAMIDITE	1.00 G
13746-66-2	POTASSIUM FERRICYANIDE(III)	100.00 G
13750-81-7	1-METHYL-2-IMIDAZOLECARBOXALDEHYDE 98% IRRITANT	5.00 g
13750-81-7	1-METHYL-2-IMIDAZOLECARBOXALDEHYDE	1.00 G
13754-86-4	1,5,6,7-TETRAHYDRO-4H-INDOL-4-ONE	5.00 G
13755-29-8	SODIUM TETRAFLUOROBORATE	500.00 G
137-58-6	LIDOCAINE	25.00 G
137796-06-6	4-ETHYL-2-METHYL-2-(3-METHYLBUTYL)OXAZOLIDINE 90+% CORROSIVE; MOISTURE	100.00 ml
137897-99-5	3,3',5,5'-TETRACHLORODIPHENYL DISULFIDE EXTRA PURE; PACKAGED IN GLASS	5.00 g
13795-24-9	BENZYL 4-NITROPHENYL CARBONATE 99%	25.00 g
13795-24-9	BENZYL 4-NITROPHENYL CARBONATE	5.00 G
138060-07-8	3-AMINOPIPERIDINE DIHYDROCHLORIDE	250.00 MG
138-15-8	L-GLUTAMIC ACID HYDROCHLORIDE	1.00 KG
138163-08-3	4-FORMYL-N-CBZ-PIPERIDINE 98%	5.00 g
13820-53-6	SODIUM TETRACHLOROPALLADATE(II)	2.00
13826-86-3	NITRONIUM TETRAFLUOROBORATE 0.5 M SOLUTION IN SULFOLANE; CORROSIVE; M	200.00 ml
13831-31-7	ACETOXYACETYL CHLORIDE	5.00 G
138-41-0	4-CARBOXYBENZENESULFONAMIDE 98%	5.00 g
13880-89-2	3-HYDROXYGLUTARONITRILE	5.00 G
13889-98-0	1-ACETYLPIPERAZINE	5.00 G
13889-98-0	1-ACETYLPIPERAZINE EINECS 237-659-0; IRRITANT / HYGROSCOPIC	25.00 g
138984-26-6	DOYLE DIRHODIUM CATALYST- RH2(CAPY)4 AVAILABLE IN USA AND EUROPE	25.00 mg
13922-41-3	1-NAPHTHALENEBORONIC ACID	5.00 G
139301-27-2	4-(TRIFLUOROMETHOXY)BENZENEBORONIC ACID	5.00 G
13952-84-6	SEC-BUTYLAMINE	5.00 ML
139549-71-6	N-HYDROXYSUCCINIMIDYL ACETOACETATE	5.00 G
13965-03-2	TRANS-DICHLOROBIS(TRIPHENYLPHOSPHINE)PALLADIUM(II)	5.00 G
13965-03-2	BIS(TRIPHENYLPHOSPHINE)PALLADIUM(II) CHLORIDE	25.00 G
13965-03-2	DICHLOROBIS(TRIPHENYLPHOSPHINE)PALLADIUM(II) 98%	5.00 g
139-66-2	PHENYL SULFIDE	100.00 G
13980-76-2	5-MERCAPTO-1-(4-METHOXYPHENYL)-1H-TETRAZOLE EXTRA PURE; PACKAGED IN G	10.00 g
139962-95-1	4-METHOXY-2-FORMYLPHENYLBORONIC ACID	1.00 G
139975-78-3	5-BROMO-1-(2-CYANOETHYL)-2-METHYL-4-NITROIMIDAZOLE	10.00 g
139975-80-7	ETHYL 3-(5-BROMO-2-METHYL-4-NITRO IMIDAZOL-1-YL)PROPIONATE	10.00 G
14000-66-9	4-(2-HYDROXYETHYL)PIPERAZINE-1-CARBOXYLIC ACID ETHYL ESTER	5.00 G
14002-51-8	4-81PHENYL CARBONYL CHLORIDE 98% BRN 472842; CORROSIVE / MOISTURE SENSI	10.00 g
14002-51-8	4-BIPHENYL CARBONYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
14003-16-8	5-METHYLFURFURYLAMINE	5.00 G
14007-10-4	DL-HOMOCYSTEINE THIOACTONE	5.00 G
14024-18-1	IRON(III) ACETYLACETONATE	50.00 G

14024-18-1	IRON(III) ACETYLACETONATE 97% BRN: 4157960; EC NUMBER: 2378535; IRRITA	25.00 g
14024-61-4	PALLADIUM(II)ACETYLACETONATE	5.00 G

140-29-4	BENZYL CYANIDE	100.00 G
140-31-8	1-(2-AMINOETHYL)PIPERAZINE 99% CORROSIVE; TOXIC; UTILIZED IN A VARIETY	100.00 g
14044-65-6	BORANE-TETRAHYDROFURAN COMPLEX	100.00 ML
14044-65-6	BORANE-TETRAHYDROFURAN COMPLEX 0.1 M SOLUTION IN TETRAHYDROFURAN; 100	100.00 ml
140-53.4	4-CHLOROBENZYL CYANIDE	100.00 G
14062-34-1	3-AMINOBENZHYDRAZIDE	10.00 G
140823-89-8	1-FLUORO-2,6-DICHLOROPYRIDINIUM TETRAFLUOROBORATE	5.00 G
140675-42-9	3,5-DIFLUORO-2-HYDROXYACETOPHENONE	5.00 g
140681-55-6	1-CHLOROMETHYL-4-FLUORO-1,4-DIAZONIABICYCLO[2.2.2]OCTANE BIS(TETRAFLU	5.00 G
140681-55-6	SELECTFLUOR(TM) FLUORINATING REAGENT	25.00 G
140-75-0	4-FLUOROBENZYLAMINE	1.00 G
140-75-0	4-FLUOROBENZYLAMINE 97+ %	5.00 g
140-80-7	2-AMINO-5-DIETHYLAMINOPENTANE 97% CORROSIVE	25.00 g
140853-10-7	(DHOD)2PHAL 95+% SOLD UNDER LICENSE FROM CHIREX, WELLESLEY MA	1.00 g
140-88-5	ETHYL ACRYLATE	100.00 ML
140-89-6	O-ETHYLXANTHIC ACID, POTASSIUM SALT	500.00 G
140-89-6	O-ETHYLXANTHIC ACID, POTASSIUM SALT IRRITANT; MAY CONTAIN UP TO 1% ET	100.00 g
14092-00-3	2-METHYLBENZYL MERCAPTAN 97% PLEASE ASK FOR BULK PRICES (500G-5KG+)	25.00 g
14092-00-3	2-METHYLBENZYL MERCAPTAN 97% AIR-SENSITIVE; STENCH	5.00 g
14104-20-2	SILVER TETRAFLUOROBORATE	10.00 G
14109-72-9	(METHYLTHIO)ACETONE	25.00 G
14126-37-5	DIBROMOBIS(TRIPHENYLPHOSPHINE)NICKEL(II)	10.00 G
14128-54-2	LITHIUM ALUMINUM DEUTERIDE	5.00 G
141-30-0	3,6-DICHLOROPYRIDAZINE	25.00 G
14131-84-1	2,3:5,6-DI-O-ISOPROPYLIDENE-ALPHA-D-MANNOFURANOSE 98%	5.00 g
141-43-5	ETHANOLAMINE 98+% BASE FOR THE CLEAVAGE OF Fmoc PROTECTING GROUPS; BRN	250.00 g
141-43-5	ETHANOLAMINE 99+% 2.5 L AVAILABLE ONLY IN KIT; BRN: 505944; EC NUMBER:	1.00 L
141-43-5	ETHANOLAMINE 99+%	25.00 ml
141-46-8	GLYCOLALDEHYDE	5.00 G
141-46-8	GLYCOALDEHYDE FORMS A CLEAR, COLORLESS SOLUTION IN METHANOL (1%); IR:	1.00 g
141474-37-5	2,4-DIBROMO-6-FLUOROANILINE 97% IRRITANT	25.00 g
14150-95-9	2-AMINOPYRIDINE N-OXIDE	100.00 MG
141-52-6	SODIUM ETHOXIDE	100.00
141-52-6	SODIUM ETHOXIDE 21 WT % SOLUTION IN DENATURED ETHYL ALCOHOL; BRN: 359	100.00 ml
141-53-7	SODIUM FORMATE 99+% ACS REAGENT; BRN: 3595134; CA <=0.005%; CL- <=0.00	500.00 g
141-53-7	SODIUM FORMATE	500.00 G
14172-92-0	NICKEL(II)MESO-TETRAPHENYLPORPHINE PURPLE CRYSTAL	1.00 g
14173-39-8	L-P-CHLOROPHENYLALANINE	1.00 G
14173-40-1	DL-4-CHLOROPHENYLALANINE METHYL ESTER HYDROCHLORIDE 99%	1.00 g
141738-80-9	3-CHLORO-4-IODOBENZOTRIFLUORIDE	10.00 G
141-75-3	BUTYRYL CHLORIDE	5.00 G
141-75-3	BUTYRYL CHLORIDE 98% BRN: 605395; EC NUMBER: 2054985	5.00 g
141776-91-2	3,5-DIFLUOROBENZYL BROMIDE	5.00 G
141-78-6	ETHYL ACETATE ANHYDROUS; GUARANTEED REAGENT; MEETS ACS SPECIFICATIONS	100.00 ml
141-79-7	MESITYL OXIDE	100.00 G
14181-72-7	2-BROMO-1-PHENYL-1-ETHANONE OXIME 97%	1.00 g
141-82-2	MALONIC ACID	100.00 G
141-84-4	RHODANINE	25.00 G
141-85-5	3-CHLOROANILINE HYDROCHLORIDE	25.00 G
141-86-6	2,6-DIAMINOPYRIDINE	100.00 G
141892-41-3	Fmoc-CYS(4-MEO-BZL)-OH	5.00 g
141-91-3	2,6-DIMETHYLMORPHOLINE	25.00 G
141-97-9	ETHYL ACETOACETATE	1.00 L
14199-15-6	METHYL 4-HYDROXYPHENYLACETATE	25.00 G
14205-39-1	METHYL 3-AMINOCROTONATE 97% BRN: 956592; EC NUMBER: 2380565; IRRITANT;	100.00 g
142-08-5	2-HYDROXYPYRIDINE	25.00 G
142-08-5	2-HYDROXYPYRIDINE 98% HARMFUL; IRRITANT; KEEP COLD	25.00 g
14221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM(O)	5.00 G
14221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM(O) 99.9+% AIR SENSITIVE; ASSAYED	5.00 g
14221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM(O)	5.00 G
14221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM(O) 99% CATALYST EMPLOYED IN COUP	5.00 g
14221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM (O)	5.00 G
14221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM (O) 99.9+% AIR SENSITIVE STORE C	1.00 g
14221-01-3	TETRAKIS(TRIPHENYLPHOSPHINE)PALLADIUM(O) 99%	1.00 g
142-25-6	N,N,N'-TRIMETHYLETHYLENEDIAMINE	5.00 G
142-29-0	CYCLOPENTENE	100.00 ML
1423-26-3	3-TRIFLUOROMETHYLPHENYLBORONIC ACID	25.00 G

1423-26-3	3-(TRIFLUOROMETHYL)BENZENEBORONIC ACID/ANHYDRIDE 98% IRRITANT	5.00 g
14237-71-9	2-CHLORO-4,6-DIMETHYLNICOTINONITRILE	25.00 G

14243-64-2	CHLORO(TRIPHENYLPHOSPHINE)GOLD(I)	500.00 MG
14254-41-2	BIS(2,4-DICHLOROPHENYL) CHLOROPHOSPHATE 95% IRRITANT	5.00 g
142-61-0	HEXANOYL CHLORIDE	25.00 ML
142-61-0	HEXANOYL CHLORIDE 97%	25.00 ml
142-62-1	HEXANOIC ACID	1.00 L
14264-16-5	DICHLOROBIS(TRIPHENYLPHOSPHINE)NICKEL(II)	10.00 G
14267-92-6	5-CHLORO-1-PENTYNE	25.00 G
14268-66-7	3,4-(METHYLENEDIOXY)ANILINE	10.00 G
142-71-2	COPPER(II) ACETATE	25.00 G
142-71-2	CUPRIC ACETATE	25.00 G
142-73-4	IMINODIACETIC ACID 98% IRRITANT	25.00 g
142774-43-4	ETHYL 2,3-DIOXO-N-FURFURYLPIRROLIDINE-4-CARBOXYLATE	5.00 g
14283-07-9	LITHIUM TETRAFLUOROBORATE	100.00 ML
142-83-6	2,4-HEXADIENAL	5.00 ML
142-84-7	DIPROPYLAMINE	25.00 ML
142-84-7	DIPROPYLAMINE 99+% CORROSIVE; FLAMMABLE LIQUID	50.00 ml
14284-89-0	MANGANESE(III) ACETYLACETONATE	5.00 G
14284-92-5	RHODIUM(III) ACETYLACETONATE	1.00 G
14284-93-6	RUTHENIUM(III) ACETYLACETONATE	1.00 G
142937-33-5	2-(2-ETHYLHEXYLAMINOMETHYL)PYRIDINE DIHYDROCHLORIDE >99% PURISSIMUM	1.00 g
14300-33-5	DICYCLOPROPYLEMETHANOL 97% BRN 2203215; COMMENT1: ESTERS OF THIS ALCOHO	1.00 g
14307-7	LAURIC ACID 98%	100.00 g
1431-39-6	DANSYLAMIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; FOR FLUOROMETR	1.00 g
14315-97-0	1,1,3-TRIMETHOXYPROPANE	25.00 G
14321-27-8	N-ETHYLBENZYLAMINE 97% IRRITANT	5.00 ml
14324-82-4	COPPER(II) TRIFLUOROACETYLACETONATE 97% IRRITANT	5.00 g
143300-64-5	4-DIETHYLAMINO-PIPERIDINE	5.00 G
143-33-9	SODIUM CYANIDE	100.00
14338-32-0	2-CHLORO-1-METHYLPYRIDINIUM IODIDE 97% BRN: 3572320; CORROSIVE; EC NUM	25.00 g
14338-32-0	2-CHLORO-1-METHYLPYRIDINIUM IODIDE 97% CORROSIVE; HYGROSCOPIC; REAGENT	10.00 g
1436-43-7	2-QUINOLINECARBONITRILE	1.00 G
14371-10-9	CINNAMALDEHYDE	250.00 ML
14371-82-5	2-NITRO-4-(TRIFLUOROMETHYL)BENZENETHIOL 98% IRRITANT; STENCH	5.00 g
144025-03-6	2,4-DIFLUOROPHENYLBORONIC ACID	5.00 G
144025-03-6	2,4-DIFLUOROPHENYLBORONIC ACID 97% IRRITANT	25.00 g
144026-79-9	SCANDIUM TRIFLUOROMETHANESULFONATE	1.00 G
144026-79-9	SCANDIUM TRIFLUOROMETHANESULFONATE 99%	1.00 g
144222-34-4	(1R,2R)-(-)-N-(4-TOLUENESULFONYL)-1,2-DIPHENYLETHYLENEDIAMINE	500.00 MG
1443-80-7	4'-CYANOACETOPHENONE	25.00 G
14440-94-9	3-N-PROPDXYPICOLINIC ACID >96% ASSAY METHOD: BY TITRIMETRIC ANALYSIS;	100.00 mg
144432-85-9	3-CHLORO-4-FLUOROPHENYLBORONIC ACID	5.00 G
14447-18-8	BENZYL CYANOACETATE	100.00 G
14447-18-8	BENZYL CYANOACETATE 98+% BRN 2096578	25.00 g
1445-45-0	TRIMETHYL ORTHOACETATE	500.00 ML
1445-73-4	1-METHYL-4-PIPERIDONE 98% BRN 106924; EINECS 215-895-5; IRRITANT / KEE	50.00 g
1445-73-4	1-METHYL-4-PIPERIDONE 97% IRRITANT	5.00 ml
1445-91-6	(S)-(-) 1-PHENYLETHANOL	5.00
144-62-7	OXALIC ACID 99+% CORROSIVE; TOXIC	50.00 g
14464-29-0	ACETIC ACID-N-HYDROXY-SUCCINIMIDE ESTER STORAGE TEMPERATURE: 0 DEG C	1.00 g
1447-14-9	2,2-DICHLORO-1-METHYLCYCLOPROPANECARBOXYLIC ACID	25.00 G
144783-46-0	4-(MORPHOLINO)-3-NITRO ACETOPHENONE	5.00 g
144-82-1	SULFAMETHIZOLE CRYSTALLINE; EC NUMBER: 2056411; RTECS: WP0875000	10.00 g
144-83-2	SULFAPYRIDINE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; GUARANTEED R	25.00 g
1449-46-3	BENZYLTRIPHENYLPHOSPHONIUM BROMIDE	50.00 G
1450-85-7	2-MERCAPTOPYRIMIDINE	10.00 G
145100-51-2	2-[N,N-BIS(TRIFLUOROMETHYLSULFONYL)AMINO]-5-CHLOROPYRIDINE	5.00 G
14523-22-9	TETRACARBONYLDI-U-CHLORODIRHODIUM(I) 96%	250.00 mg
145240-28-4	4-N-BUTYLBENZENEBOBORONIC ACID 98% IRRITANT	5.00 g
1452-63-7	2-PICOLINYL HYDRAZIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; GUAR	25.00 g
1452-77-3	PYRIDINE-2-CARBOXAMIDE 98%	5.00 g
145349-76-4	4-(ETHYLTHIO)BENZENEBOBORONIC ACID 98% IRRITANT	1.00 g
1453-58-3	3-METHYLPYRAZOLE	5.00 G
1453-58-3	3-METHYLPYRAZOLE 97% IRRITANT; TOXIC	5.00 g
1453-82-3	ISONICOTINAMIDE 99% IRRITANT	100.00 g
14542-93-9	1,1,3,3-TETRAMETHYLBUTYL ISOCYANIDE	5.00 G
1455-13-6	METHYLALCOHOL-2-HEPTADIENE 1,4 DICARBOXYLATE	100.00 G

145544-03-2	ISOPROPYLIDENE 1,6-HEPTADIENE-4,4-DICARBOXYLATE	10.00 g
14572-89-5	1-(4-AMINOPHENYL)ETHANOL	5.00 G
14588-08-0	DIACETATOBIS(TRIPHENYLPHOSPHINE)PALLADIUM (II)	5.00 G

1458-98-6	3-BROMO-2-METHYLPROPENE	5.00 ML
1458-98-6	3-BROMO-2-METHYLPROPENE 97% CONTAINS APPROX 0.1% HYDROQUINONE; FLAMMAB	5.00 ml
14592-56-4	DICHLOROBIS(ACETONITRILE)PALLADIUM(II)	1.00 G
14593-43-2	ALLYL BENZYL ETHER 99%	10.00 ml
14593-46-5	SODIUM TERT-PENTOXIDE	25.00 G
1460-16-8	CYCLOHEPTANECARBOXYLIC ACID 98%	5.00 g
1460-38-4	2-OXOCYCLOPENTANEACETIC ACID	5.00 G
14610-37-8	N-METHYL-TERT-BUTYLAMINE	5.00 ML
1461-22-9	TRIBUTYL TIN CHLORIDE	100.00 G
1461-22-9	TRIBUTYL TIN CHLORIDE 96% BRN: 3535715; CORROSIVE; EC NUMBER: 2159587;	5.00 g
14623-58-6	4,5-DIAMINO-2-THIOPYRIMIDINE	1.00
1462-37-9	BENZYL 2-BROMOETHYL ETHER	1.00 G
146285-80-5	(3-AMINOMETHYLPHENYL)BORONIC ACID, HYDROCHLORIDE 96% CAS # FOR FREE BA	1.00 g
14635-75-7	NITROSONIUM TETRAFLUOROBORATE	5.00 G
14642-79-6	BENZYLOXYTRIMETHYLSILANE	50.00 ML
14647-23-5	[1,2-BIS(DIPHENYLPHOSPHINE)ETHANE]DICHLORONICKEL(II)	5.00 G
146548-59-6	2,4,6-TRIMETHOXYBENZYLAMINE HYDROCHLORIDE 98% HYGROSCOPIC; IRRITANT	5.00 g
14660-52-7	ETHYL 5-BROMOVALERATE	25.00 G
14660-52-7	ETHYL 5-BROMOVALERATE 98% IRRITANT	25.00 g
146631-00-7	4-BENZYLOXYBENZENE BORONIC ACID	1.00 G
1466-76-8	2,6-DIMETHOXYBENZOIC ACID	25.00 G
14678-02-5	5-AMINO-3-METHYLISOXAZOLE 98+% IRRITANT	5.00 g
14691-88-4	4-AMINO-TEMPO 97% FREE RADICAL; USEFUL SPIN LABEL FOR STUDYING BIOLOGI	5.00 g
14694-95-2	CHLOROTRIS(TRIPHENYLPHOSPHINE)RHODIUM(I) CATALYST FOR THE HYDROBORATI	1.00 g
14704-41-7	3,5-BIS(TRIFLUOROMETHYL)PYRAZOLE	1.00 G
1470-94-6	5-INDANOL	18.00 G
1470-94-6	5-INDANOL 99% TOXIC	25.00 g
147123-68-0	3-CHLOROTHIOPHENE-2-CARBOXAMIDE	5.00 g
14731-10-3	3-(CHLOROMETHYL)-5-PHENYLISOXAZOLE	250.00 MG
147460-41-1	2-BROMO-5-FLUOROPHENOL	5.00 G
1474-78-8	TRIETHYL PHOSPHONOFORMATE	100.00 G
14756-75-3	THIENO[2,3-B]THIOPHENE-2-CARBOXYLIC ACID	1.00 G
1476-11-5	CIS-1,4-DICHLORO-2-BUTENE	25.00 G
1476-23-9	ALLYL ISOCYANATE	1.00 G
1476-23-9	ALLYL ISOCYANATE 98% BRN: 506106; LACHRYMATOR; MOISTURE-SENSITIVE; RTE	5.00 g
14763-60-1	4-METHYLSULPHONYLPHENOL 95% AVAILABLE IN USA AND EUROPE; EINECS 217-42	2.50 g
1477-42-5	2-AMINO-4-METHYLBENZOTHAZOLE	25.00 G
1477-50-5	INDOLE-2-CARBOXYLIC ACID	10.00 G
1477-55-0	M-XYLYLENEDIAMINE	5.00 G
1477-68-5	4-HYDROXY-3-METHOXYPHENETHYLAMINE HYDROCHLORIDE >97% A 10% DISCOUNT IS	5.00 g
147-85-3	L-PROLINE 99+% 98% EE/GLC; CATALYST FOR ENANTIOSELECTIVE REDUCTION OF	2.50 g
14788-12-6	3-DIMETHYLAMINOPROPIONIC ACID HYDROCHLORIDE EXTRA PURE; PACKAGED IN G	5.00 g
147-93-3	THIOSALICYLIC ACID	100.00 G
14794-31-1	ETHYL 4-CHLORO-4-OXOBUTYRATE 95% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
148-24-3	8-HYDROXYQUINOLINE	25.00 G
148256-63-7	2,5-DIBROMO-3-DODECYLTHIOPHENE 97%	1.00 g
1483-67-6	2-HEPTYNOIC ACID	1.00 ML
1484-26-0	3-BENZYLOXYANILINE	5.00 G
1484-26-0	3-BENZYLOXYANILINE 98% IRRITANT	10.00 g
1484-50-0	DESYL BROMIDE 97% CORROSIVE; LACHRYMATOR	25.00 g
1484-80-6	2-ETHYLPYPERIDINE	100.00 ML
1484-84-0	2-PIPERIDINEETHANOL	100.00 G
1485-07-0	2-NAPHTHALENEETHANOL	5.00 G
148-53-8	O-VANILLIN	10.00 G
1485-70-7	N-BENZYL BENZAMIDE	5.00 G
14866-33-2	TETRAOCTYLAMMONIUM BROMIDE	10.00 G
148827-71-8	FMOC-ASP(OBZL)-CL	1.00 G
148893-10-1	O-(7-AZABENZOTRIAZOL-1-YL)-N,N,N',N'-TETRAMETHYLURONIUM HEXAFLUORO-PHOSPHATE	5.00 G
148893-10-1	O-(47-AZABENZOTRIAZOL-1-YL)-N,N,N',N'-TETRAMETHYLURONIUM HEXAFLUOROPHOSPHATE	25.00 G
1489-69-6	CYCLOPROPANECARBOXALDEHYDE	5.00 G
14898-67-0	RUTHENIUM(III) CHLORIDE HYDRATE CORROSIVE; EC NUMBER: 2331675; HYGROS	5.00 g
14898-87-4	1-PHENYL-2-PROPANOL 98%	5.00 g
1490-25-1	METHYL 4-CHLORO-4-OXOBUTYRATE 97% CORROSIVE; LACHRYMATOR	5.00 g
14906-59-3	4-CYANOPYRIDINE N-OXIDE 96% HYGROSCOPIC; IRRITANT	25.00 g
14910-06-6	5-(4-PYRIDYL)-1H-1,2,4-TRIAZOLE-3-THIOL	1.00 G

14910-06-6	5-(4-PYRIDYL)-1H-1,2,4-TRIAZOLE-3-THIOL 98% IRRITANT	10.00 g
149104-88-1	4-(METHANESULFONYL)PHENYLBORONIC ACID	1.00 G
149104-90-5	4-ACETYL BENZENE BORONIC ACID	5.00 G

149104-90-5	4-ACETYLPHENYLBORONIC ACID 97%	5.00 g
149105-19-1	2-CARBOXYBENZENE BORONIC ACID	1.00 G
149-30-4	2-MERCAPTOBENZOTHAZOLE 97% AIR-SENSITIVE; POSSIBLE CARCINOGEN; TOXIC	500.00 g
149-30-4	2-MERCAPTOBENZOTHAZOLE	100.00 G
1493-13-6	TRIFLUOROMETHANESULFONIC ACID 98% A VERSATILE REAGENT EMPLOYED IN THE	10.00 g
1493-13-6	TRIFLUOROMETHANESULFONIC ACID =>98.0% APPEARANCE: SLIGHTLY BROWN; PURI	1.00 ml
1493-13-6	TRIFLUOROMETHANESULFONIC ACID	1.00 ML
1493-27-2	1-FLUORO-2-NITROBENZENE 99%	10.00 g
149507-26-6	(3-FLUORO-4-METHOXYPHENYL)BORONIC ACID	5.00
149-73-5	TRIMETHYL ORTHOFORMATE 99.8% ANHYDROUS; EVAPN RESIDUE <0.0005%; FLAMMA	100.00 ml
149-73-5	TRIMETHYL ORTHOFORMATE	100.00 ML
149771-09-5	ETHYL 2-AMINO-4-(TRIFLUOROMETHYL)PYRIMIDINE-5-CARBOXYLATE 97%	1.00 g
149-87-1	2-PYRROLIDONE-5-CARBOXYLIC ACID 99%	5.00 g
1499-21-4	DIPHENYLPHOSPHINIC CHLORIDE	5.00 G
1499-55-4	L-GLUTAMIC ACID 5-METHYL ESTER	25.00 G
14997-58-1	Z-HIS-OH	5.00 G
149981-23-7	1-ALLYL-3,7-DIMETHYL-8-PHENYLXANTHINE	25.00 MG
150020-64-7	6-CHLOROIMIDAZO[2,1-B][1,3]THIAZOLE-5-SULFONYL CHLORIDE	1.00 G
15008-33-0	(5-BROMOPENTYL)TRIMETHYLAMMONIUM BROMIDE	5.00 G
1501-26-4	METHYL 5-CHLORO-5-OXOVALERATE	10.00 G
1501-26-4	METHYL 5-CHLORO-5-OXOVALERATE 98% CORROSIVE; LACHRYMATOR	10.00 g
1501-27-5	MONO-METHYL GLUTARATE	5.00 G
150-13-0	4-AMINOBENZOIC ACID	250.00 G
150-19-6	3-METHOXYPHENOL	100.00 G
150255-96-2	3-CYANOPHENYLBORONIC ACID	5.00 G
150-30-1	DL-PHENYLALANINE 99% AVAILABLE IN USA AND EUROPE	25.00 g
15030-72-5	N-CARBOBENZYLOXY-2-METHYLALANINE 99%	1.00 g
150517-77-4	3-FLUORO-5-(TRIFLUOROMETHYL)BENZYLAMINE	5.00 G
150517-77-4	3-FLUORO-5-(TRIFLUOROMETHYL)BENZYLAMINE 97% CORROSIVE	1.00 g
15052-19-4	1-PHENYL-1H-TETRAZOLE-5-THIOL, SODIUM SALT 98% IRRITANT	5.00 g
1505-50-6	3-(P-TOLYL)PROPIONIC ACID	1.00 G
150-60-7	DIBENZYL DISULPHIDE	25.00 G
150-76-5	HYDROQUINONE MONOMETHYL ETHER	100.00 G
150-76-5	4-METHOXYPHENOL	100.00 G
150-76-5	4-METHOXYPHENOL 99% IRRITANT; TOXIC	50.00 g
151-10-0	1,3-DIMETHOXYBENZENE 98% ALTHOUGH DIRECT DILITHIATION WITH N-BULI AND	100.00 g
151169-74-3	2,3-DICHLOROBENZENE BORONIC ACID	1.00 G
151169-75-4	3,4-DICHLOROPHENYLBORONIC ACID	5.00 G
151169-75-4	3,4-DICHLOROBENZENE BORONIC ACID	5.00 G
151-18-8	3-AMINOPROPIONITRILE	25.00 ML
151-21-3	SODIUM DODECYL SULFATE	25.00 G
15128-90-2	3-HYDROXY-6-METHYL-2-NITROPYRIDINE	10.00 G
15133-82-1	TETRAKIS(TRIPHENYLPHOSPHINE)NICKEL(0)	1.00 G
151411-98-2	2,4,6-TRIFLUOROBENZYL BROMIDE	1.00 G
151412-12-3	2-FLUORO-3-METHYLBENZYL BROMIDE	1.00 G
1514-82-5	2-BROMO-3,3,3-TRIFLUOROPROPENE	25.00 G
151-50-8	POTASSIUM CYANIDE	25.00 G
151-50-8	POTASSIUM CYANIDE 97% ACS REAGENT; ASSAY: =>96.0%; CL- <=0.5%; HIGHLY	25.00 g
1515-75-9	METHYL 1,3-BUTADIENE-1-CARBOXYLATE	5.00 ML
15159-65-6	(S)-(+)-2-AMINO-4-BROMOBUTYRIC ACID HYDROBROMIDE	5.00 G
151-63-3	AMINOACETONITRILE BISULFATE	5.00 G
151858-64-9	5-PYRID-2-YLTHIOPHENE-2-SULFONYL CHLORIDE	2.00 G
1518-83-8	4-CYCLOPENTYLPHENOL 95% IRRITANT; TECH	1.00 g
1518-84-9	2-CYCLOPENTYLPHENOL	1.00 G
1520-21-4	4-VINYLANILINE	5.00 G
15205-11-5	2-CHLORO-4-FLUOROBENZYLAMINE	5.00 G
15205-15-9	2-CHLORO-6-FLUOROBENZYLAMINE	5.00 ML
15214-89-8	2-ACRYLAMIDO-2-METHYL-1-PROPANESULFONIC ACID	5.00 G
15219-34-8	OXALYL BROMIDE 98% AVAILABLE IN USA AND EUROPE; CANCER SUSPECTED AGENT	5.00 g
15231-91-1	6-BROMO-2-NAPHTHOL 97% BRN 1100270; EINECS 239-279-0; IRRITANT; RTECS	10.00 g
152432-23-0	1-(5-CHLOROTHIEN-2-YL)-3-(4-METHOXYPHENYL)PROP-2-EN-1-ONE	10.00 g
152457-95-9	2,5-DI(2,2,2-TRIFLUOROETHOXY)BENZENE-1-SULFONYL CHLORIDE	2.00 G
15254-23-6	3-(2,5-DIMETHYLBENZOYL)ACRYLIC ACID	5.00 G
15260-10-3	BOC-THR(BZL)-OH	25.00 G
15264-63-8	5-(4-PYRIDYL)-1,3,4-OXADIAZOLE-2-THIOL	1.00 G
1528-30-9	METHYLENECYCLOPENTANE 97% BRN: 1847501; EC NUMBER: 2162034; FLAMMABLE	10.00 g
1530-32-1	(ETHYL)TRIPHENYLPHOSPHONIUM BROMIDE	25.00 G

1530-39-8	(4-CHLOROBENZYL)TRIPHENYLPHOSPHONIUM CHLORIDE	25.00 G
15307-79-6	DICLOFENAC SODIUM SALT	100.00 G
15308-34-6	DL-NORPHENYLEPHRINE HYDROCHLORIDE 98%	10.00 g

15318-45-3	THIAMPHENICOL BRN: 2819542; CRYSTALLINE; EC NUMBER: 2393553; RTECS: A	1.00 g
153233-91-1	ETOXAZOLE	200.00 MG
153254-09-2	2,4-BIS(TRIFLUOROMETHYL)BENZENEBOBORONIC ACID	1,00 G
1535-73-5	3-(TRIFLUOROMETHOXY)ANILINE	1.00 G
1535-75-7	2-(TRIFLUOROMETHOXY)ANILINE	5.00 G
153766-81-5	POTASSIUM PHENYLTRIFLUOROBORATE 98% IRRITANT; POTASSIUM ARYLTRIFLUOROB	1.00 g
153-78-6	2-AMINOFLOURENE 98%	5.00 g
1538-75-6	TRIMETHYLACETIC ANHYDRIDE	25.00 G
154082-06-1	ETHYL (2-BROMO-4,5-DICHLOROIMIDAZOL-1-YL)ACETATE	5.00 g
154230-29-2	TRANS-2-(4-CHLOROPHENYL)VINYLBORONIC ACID	1.00 G
15430-62-3	2-BROMO-2-CYANO-N,N-DIMETHYLACETAMIDE >90% ASSAY METHOD: BY GAS CHROMA	5.00 g
15441-06-2	3,3'-DITHIODIPROPIONIC ACID DIMETHYL ESTER	25.00 G
1544-53-2	2,2,2-TRIFLUOROETHANETHIOL 95% FLAMMABLE LIQUID; STENCH	10.00 g
154475-33-9	1[2-(ETHYLSULPHONYL)ETHYL]-5-iodo-2-methyl-4-nitroimidazole	10.00 g
15450-05-2	2-N-PROPYL-2-IMIDAZOLINE >96% ASSAY METHOD: BY GC; IRRITANT; MOISTURE-	25.00 g
1546-78-7	6-(TRIFLUOROMETHYL)-4-PYRIMIDINOL	10.00 G
1546-80-1	4-HYDROXY-2-(TRIFLUOROMETHYL)PYRIMIDINE	1.00 G
1547-36-0	3,3-BIS(TRIFLUOROMETHYL)-3-HYDROXYPROPIONIC ACID	7.00 G
1548-13-6	ALPHA,ALPHA,ALPHA-TRIFLUORO-P-TOLYL ISOCYANATE	5.00 G
15484-44-3	SODIUM 2-CHLOROETHANESULPHONATE MONOHYDRATE 97% BRN 5649202; EINECS 23	5.00 g
15489-27-7	LITHIUM TETRACHLOROCUPRATE(II)	800.00 ML
154934-97-1	5-ETHOXYCARBONYL-4-(TRIFLUOROMETHYL)PYRIMIDIN-2(1H)-ONE	10.00 G
154934-99-3	2-CHLORO-4-(TRIFLUOROMETHYL)PYRIMIDINE-5-CARBONYL CHLORIDE	5.00 g
1550-35-2	2,4-DIFLUOROBENZALDEHYDE	5.00 G
15529-49-4	DICHLOROTRIS (TRIPHENYLPHOSPHINE) RUTHENIUM II	5.00 G
155377-19-8	ETHYL 3-(TRIFLUOROMETHYL)PYRAZOLE-4-CARBOXYLATE	1.00 G
155480-08-3	THIOMORPHOLINOACETIC ACID 1,1-DIOXIDE	5.00 G
1556-18-9	CYCLOPENTYL IODIDE 97% IRRITANT; MOISTURE-SENSITIVE	25.00 ml
15570-10-2	4-TERT-BUTYL-2-METHYLTHIOPHENOL 97% AIR-SENSITIVE; HARMFUL; STENCH	5.00 g
156-06-9	PHENYLPYRUVIC ACID	1.00 G
15629-92-2	1,3-BIS(DIPHENYLPHOSPHINO)PROPANE-NICKEL(II) CHLORIDE	1.00
15630-89-4	SODIUM PERCARBONATE	25.00 G
1563-38-8	2,3-DIHYDRO-2,2-DIMETHYL-7-BENZOFURANOL	100.00 ML
1563-38-8	2,3-DIHYDRO-2,2-DIMETHYL-7-BENZOFURANOL 99% IRRITANT	100.00 ml
156-43-4	P-PHENETIDINE	5.00 G
156801-29-5	3-(ALLYLOXYCARBONYLAMINO)-1-PROPANOL	1.00 ML
156801-47-7	2-CHLOROACETYL-5-CHLORO-3-METHYL BENZO[B]THIOPHENE	5.00 g
156-83-2	4-CHLORO-2,6-DIAMINOPYRIMIDINE 98% IRRITANT	25.00 g
15687-27-1	IBUPROFEN	1.00 G
156-87-6	3-AMINO-1-PROPANOL 99% BRN: 741855; EC NUMBER: 2058644; RTECS: UA56000	100.00 g
156-87-6	3-AMINO-1-PROPANOL 99+% CORROSIVE; HYGROSCOPIC	10.00 g
1569-69-3	CYCLOHEXYL MERCAPTAN	25.00 G
157021-61-9	2,6-DICHLORO-4-(TRIFLUOROMETHYL)BENZONITRILE	1.00 G
1570-64-5	4-CHLORO-2-METHYLPHENOL 97% IRRITANT	10.00 g
1571-08-0	METHYL 4-FORMYLBENZOATE	10.00 G
15717-17-6	2-CHLOROTHIOBENZAMIDE 98+% BRN 508511; HARMFUL; UN 2811	25.00 g
1572-10-7	3-AMINO-5-PHENYLPYRAZOLE	1.00 G
1572-10-7	3-AMINO-5-PHENYLPYRAZOLE 98% IRRITANT	1.00 g
1572-98-1	2-CYANO-2-METHYLPROPIONIC ACID ETHYL ESTER >98% ASSAY METHOD: BY GC; T	25.00 g
15733-83-2	4-METHOXY-2-QUINOLINECARBOXYLIC ACID 95% IRRITANT	5.00 g
157373-00-7	3-CHLORO-2,4-DIFLUOROBENZOYL CHLORIDE 97% CORROSIVE / MOISTURE SENSITI	1.00 g
157506-72-4	FMOC-SER(BZL)-CL	1.00 G
1575-61-7	5-CHLOROVALERYL CHLORIDE 96% BRN: 1745182; CORROSIVE; EC NUMBER: 21640	10.00 g
15761-38-3	BOC-ALA-OH	100.00 G
15761-39-4	N-T-BOC-L-PROLINE	25.00
15761-39-4	N-(TERT-BUTOXYCARBONYL)-L-PROLINE 99%	5.00 g
1576-35-8	P-TOLUENESULPHONYL HYDRAZIDE	25.00 G
1576-35-8	P-TOLUENESULFONHYDRAZIDE	100.00 G
15764-16-6	2,4-DIMETHYLBENZALDEHYDE	5.00 G
1576-43-8	4-HYDROXYBENZENESULFONAMIDE	25.00 G
1576-43-8	4-HYDROXYBENZENESULFONAMIDE >97% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
1576-47-2	NAPHTHALENE-2-SULPHONAMIDE BRN 1955730	5.00 g
1576-87-0	TRANS-2-PENTENAL	25.00 G
1577-22-6	5-HEXENOIC ACID 99% BRN 1743172; CORROSIVE; UN 3265	1.00 g
157837-31-5	3-(1,3-OXAZOL-5-YL)ANILINE 97%	1.00 g
15788-16-6	5-BENZIMIDAZOLECARBOXYLIC ACID 96% IRRITANT	25.00 g
157887-82-6	3-(FMOC-AMINO)-1-PROPANOL	5.00 G

15806366-2	4-(TRIFLUOROMETHYL)NICOTINIC ACID	1.00 G
158113-12-3	COPPER-TIN ALLOY	1.00 KG
1582-24-7	PENTAFLUOROPHENYLBORONIC ACID	5.00 G

15833-61-1	TETRAHYDRO-3-FURANMETHANOL	1.00 G
1583-58-0	2,4-DIFLUOROBENZOIC ACID 98% IRRITANT	25.00 g
1583-88-6	4-FLUOROPHENETHYLAMINE	10.00 G
15848-22-3	5-BROMOPENTYL ACETATE 96%	5.00 ml
1585-07-5	1-BROMO-4-ETHYLBENZENE	10.00 G
15852-73-0	3-BROMOBENZYL ALCOHOL	25.00 G
15854-87-2	4-IODOPYRIDINE 97% IRRITANT / LIGHT SENSITIVE	1.00 g
15861-36-6	6-CYANOINDOLE	50.00 g
15862-72-3	ETHYL PIPECOLINATE 98% IRRITANT	5.00 g
15863-41-9	4-(METHYLTHIO)PHENYL ISOTHIOCYANATE	1.00 G
15870-10-7	2-METHYL-1-HEPTENE	5.00 ML
1588-83-6	4-AMINO-3-NITROBENZOIC ACID >95% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
15892-23-6	(+/-)-2-BUTANOL	250.00 ML
15901-42-5	3,3,5-TRIMETHYLCYCLOHEXYLAMINE >99% ASSAY METHOD: BY GAS CHROMATOGRAPH	25.00 ml
159088-44-5	(4,5-DICHLOROIMIDAZOL-1-YL)ACETONITRILE	10.00 g
15912-75-1	PROPYLTRIPHENYLPHOSPHONIUM BROMIDE	25.00 G
1591-98-6	4-BROMO-2-METHYLPHENYL ISOCYANATE 95% LACHRYMATOR; MOISTURE-SENSITIVE	500.00 mg
1591-99-7	2,3-DIMETHYLPHENYL ISOCYANATE	5.00 G
1592-00-3	2-BROMOPHENYL ISOCYANATE	1.00 G
1592-38-7	2-NAPHTHALENEMETHANOL	1.00 G
15945-07-0	2,4,5-TRICHLOROBENZENESULFONYL CHLORIDE 99% BRN 1112595; CORROSIVE /	5.00 g
15945-07-0	2,4,5-TRICHLOROBENZENESULFONYL CHLORIDE 98%	25.00 g
15950-66-0	2,3,4-TRICHLOROPHENOL 99% EC NUMBER: 2400832; IRRITANT	100.00 mg
15956-28-2	RHODIUM(II) ACETATE DIMER	1.00 G
15956-28-2	RHODIUM (II) ACETATE DIMER 99% GREENISH-BLACK XTL; TECHNICAL NOTES: CA	2.00 g
159631-29-5	FMOC-SAR-OPFP STORAGE TEMPERATURE: -15 DEG C	1.00 g
15965-30-7	4,5-DICHLOROIMIDAZOLE	5.00 G
15965-54-5	2-CHLORO-5-METHOXYBENZIMIDAZOLE	1.00 G
15997-89-4	4,5-DICHLOROPHTHALIMIDE	5.00 G
1600-27-7	MERCURIC ACETATE	10.00 G
1600-27-7	MERCURY(II) ACETATE	25.00 G
1600-27-7	MERCURY(II)ACETATE 99% HAZ; LIGHT YELLOW POWDER	25.00 g
1600-27-7	MERCURY(II) ACETATE 98+% BRN 3563831; EINECS 216-491-1; HIGHLY TOXIC;	25.00 g
16013-85-7	2,6-DICHLORO-3-NITROPYRIDINE	10.00 G
16015-71-7	1-(3-METHOXYPHENYL)PIPERAZINE	5.00 G
16015-71-7	1-(3-METHOXYPHENYL)PIPERAZINE 95% CORROSIVE; HYGROSCOPIC	5.00 g
16024-55-8	2-(2-METHOXYETHOXY)ACETYL CHLORIDE 95% CORROSIVE / MOISTURE SENSITIVE	1.00 g
16024-58-1	2-[2-(2-METHOXYETHOXY)ETHOXY]ACETIC ACID CORROSIVE; TECH	250.00 ml
16029-98-4	IODOTRIMETHYLSILANE 95-97% AVAILABLE IN USA AND EUROPE; MOISTURE SENSI	100.00 ml
16029-98-4	IODOTRIMETHYLSILANE 97% CORROSIVE; EFFICIENT REAGENT FOR CLEAVING ETHE	5.
1603-40-3	2-AMINO-3-PICOLINE	100.00 G
1603-40-3	2-AMINO-3-PICOLINE 95% HIGHLY TOXIC; IRRITANT	100.00 g
1603-41-4	2-AMINO-5-PICOLINE 99% HIGHLY TOXIC; IRRITANT	10.00 g
1603-79-8	ETHYL BENZOYLFORMATE	5.00 G
1603-91-4	2-AMINO-4-METHYLTHIAZOLE	25.00 G
1608-26-0	HEXAMETHYLPHOSPHOROUS TRIAMIDE	25.00 ML
16091-26-2	3-AMINOBENZANILIDE	10.00 G
1609-86-5	TERT-BUTYL ISOCYANATE	5.00 G
16110-09-1	2,5-DICHLOROPYRIDINE 98% IRRITANT	50.00 g
16114-47-9	3,5-DIMETHYLISOXAZOLE-4-BORONIC ACID	5.00 G
16114-47-9	3,5-DIMETHYL-ISOXAZOLE-4-BORONIC ACID	1.00 g
1611-56-9	11-BROMO-1-UNDECANOL 98%	5.00 g
1611-57-0	1,1,3,3-TETRAMETHYLBUTYL ISOCYANATE 98% LACHRYMATOR; MOISTURE-SENSITIV	1.00 g
161265-03-8	9,9-DIMETHYL-4,5-BIS(DIPHENYLPHOSPHINO)XANTHENE	1.00 G
1615-02-7	4-CHLOROCINNAMIC ACID	25.00 G
16152-51-5	4-ISOPROPYLBENZENEBORONIC ACID 98+% IRRITANT	1.00 g
16179-97-8	2-PYRIDYLACETIC ACID HYDROCHLORIDE 99%	5.00.g
16182-15-3	2,4,6-TRIMETHYLBENZENESULFONYL HYDRAZIDE	5.00 G
16205-84-8	ETHYL 3-(TRIMETHYLSILYL)PROPYNOATE 99% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
162101-25-9	2,6-DIFLUOROBENZENEBORONIC ACID	1.00 G
16215-21-7	BUTYL 3-MERCAPTOPROPIONATE	500.00 ML
1622-32-8	2-CHLORO-1-ETHANESULFONYL CHLORIDE	5.00 G
162241-33-0	1-FLUORO-4-HYDROXY-1,4-DIAZONIABICYCLO[2.2.2]OCTANE BIS(TETRAFLUOROBOR	5.00 g
162241-33-0	1-FLUORO-4-HYDROXY-1,4-DIAZONIABICYCLO[2.2.2]OCTANE BIS(TETRAFLUOROBORATE)	25.00 G
1623-92-3	4-PHENOXYBENZENESULFONYL CHLORIDE	5.00
	4-BIPHENYLSULFONYL CHLORIDE 98% CORROSIVE; MOISTURE SENSITIVE	

1623-93-8	4,4'-DI-TERT-BUTYLBIPHENYL	5.00 g
162607-18-3	5-CHLOROTHIOPHENE-2-BORONIC ACID 97%	5.00 g
162607-18-3	5-CHLOROTHIOPHENE-2-BORONIC ACID	1.00 G

162607-20-7	5-METHYLTHIOPHENE-2-BORONIC ACID 98% IRRITANT	1.00 g
162607-20-7	5-METHYL-2-THIOPHENE BORONIC ACID CONTAINS VARYING AMOUNTS OF ANHYDRID	1.00 g
16261-80-6	4-(2-HYDROXYHEXAFLUOROISOPROPYL)BENZOIC ACID	1.000 G
16264-67-8	4,5,6,7-TETRAFLUOROINDOLE 98%	5.00 g
162648-54-6	FMOC-1-AMINO-1-CYCLOHEXANE-CARBOXYLIC ACID	5.00 g
162848-18-2	4-MORPHOLINOBENZOYL CHLORIDE HYDROCHLORIDE	500.00
16290-26-9	3,4-DIHYDROXYBENZYLAMINE HYDROBROMIDE 98%	5.00 g
16297-07-7	2,3,5,6-TETRAFLUORO-4-PYRIDINE CARBONITRILE	1.00 G
16297-14-6	2,3,5,6-TETRAFLUORO-4-METHYLPYRIDINE 99% FLAMMABLE LIQUID; IRRITANT	5.00 g
16298-03-6	METHYL 3-AMINO-2-PYRAZINE CARBOXYLATE	10.00 G
163105-89-3	2-METHOXYPYRIDINE-5-BORONIC ACID	5.00 G
163105-89-3	(2-METHOXY-5-PYRIDINYL)BORONIC ACID	1.00 G
16311-69-6	3,4-DIMETHYL-5-(2-HYDROXYETHYL)THIAZOLIUM IODIDE	5.00 G
16311-69-6	3,4-DIMETHYL-5-(2-HYDROXYETHYL)THIAZOLIUM IODIDE 98% BRN: 3740014; EC	5.00 g
1631-83-0	CHLORODIPHENYLSILANE	5.00 ML
16331-45-6	4-ETHYLBENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
16331-46-7	4-ETHOXYBENZOYL CHLORIDE	1.00 G
16331-46-7	4-ETHOXYBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	1.00 g
16331-48-9	4-ACETAMIDOBENZOYL CHLORIDE 95% CORROSIVE / MOISTURE SENSITIVE	1.00 g
1633-82-5	3-CHLOROPROPANESULFONYL CHLORIDE	5.00 G
1634-04-4	TERT-BUTYL METHYL ETHER	100.00 ML
1634-04-4	TERT-BUTYL METHYL ETHER 99.8% 10 L AVAILABLE ONLY IN KIT; 2.5 L AVAILA	2.00 l
16355-00-3	(R)-(-)-1-PHENYL-1,2-ETHANEDIOL 99% INTERMEDIATE FOR THE SYNTHESIS OF	1.00 g
1635-61-6	5-CHLORO-2-NITROANILINE	25.00 G
16357-50-8	EEDQ	25.00 G
1635-84-3	4,6-DIMETHYL-2-NITROANILINE	5.00 G
163725-12-0	2-(2-CYANOPHENYLTHIO)BENZOIC ACID	100.00 G
1638-63-7	O-ACETYLMANDELIC CHLORIDE 95+% CORROSIVE; LACHRYMATOR	5.00 g
163931-61-1	TETRABUTYLAMMONIUM TRIPHENYLDIFLUOROSILICATE 97% A FLUORIDE SOURCE FOR	5.00 g
16400-13-8	4-HYDROXY-7-METHYLINDANE	10.00 G
164014-95-3	1,4-BENZODIOXANE-6-BORONIC ACID	5.00 G
16404-94-7	(S)-(-)-4-OXO-2-AZETIDINE CARBOXYLIC ACID	1.00 G
16413-26-6	3-CYANOPHENYL ISOCYANATE	1.00 G
16419-60-6	2-TOLYLBORONIC ACID	25.00 G
1643-19-2	TETRABUTYLAMMONIUM BROMIDE	500.00 G
1643-19-2	TETRA-N-BUTYLAMMONIUM BROMIDE 98+% A SEMI-MOLTEN MIXTURE WITH KF OR CS	100.00 g
1646-26-0	BENZOFURAN-2-YL METHYL KETONE 99%	100.00 g
1647-26-3	1-BROMO-2-CYCLOHEXYLETHANE 98%	5.00 g
1648-99-3	2,2,2-TRIFLUOROETHANESULFONYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	5.00 g
16492-28-7	METHYL 2,4-DICHLOROPYRIMIDINE-6-CARBOXYLATE	1.00 g
16498-81-0	2-METHOXYNICOTINIC ACID 98%	1.00 g
16499-88-0	3-BUTOXYPROPYLAMINE	100.00 ML
16502-01-5	1,2,3,4-TETRAHYDRO-9H-PYRIDO[3,4-B]INDOLE 98% EMPLOYED IN ALKALOID SYN	5.00 g
16518-62-0	3-BROMO-N,N-DIMETHYLANILINE	5.00 G
16523-54-9	DICYCLOHEXYLCHLOROPHOSPHINE >98% AIR SENSITIVE; AMPOULED; COLORLESS TO	5.00 g
165252-70-0	DINOTEFURAN	50.00 MG
16532-02-8	(BROMOMETHYL)CHLORODIMETHYLSILANE 97% CORROSIVE; MOISTURE-SENSITIVE; P	25.00 g
1656-44-6	2,4-DINITROBENZENESULFONYL CHLORIDE	25.00 G
1656-94-6	3,3'-DIPICOLYLAMINE >97% ASSAY METHOD: BY GC; CORROSIVE; HARMFUL	5.00 ml
1658-42-0	METHYL 2-PYRIDYLACETATE	5.00 G
16588-16-2	ETHYL 4-CHLORO-3-NITROBENZOATE 97% IRRITANT	5.00 g
16588-34-4	4-CHLORO-3-NITROBENZALDEHYDE 98% IRRITANT	25.00 g
165904-22-3	2-PHENYLETHYL-1-BORONIC ACID PINACOL ESTER	1.00 G
16617-46-2	3-AMINO-4-PYRAZOLE CARBONITRILE	5.00 G
16620-52-3	5-METHOXYGRAMINE	1.00 G
16629-19-9	2-THIOPHENESULFONYL CHLORIDE	25.00 G
16629-19-9	2-THIOPHENESULFONYL CHLORIDE 96% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
16630-52-7	3-(METHYLTHIO)BUTYRALDEHYDE	10.00 G
166330-10-5	BIS(2-DIPHENYLPHOSPHINOPHENYL)ETHER	25.00 G
1663-39-4	TERT-BUTYL ACRYLATE	100.00 ML
1663-45-2	1,2-BIS(DIPHENYLPHOSPHINO)ETHANE 96% BRN 761261; CHELATING PHOSPHORUS	5.00 g
16640-68-9	(TRIPHENYLPHOSPHORANYLIDENE)ACETONITRILE	5.00 G
16642-92-5	TRANS-4-(TRIFLUOROMETHYL)CINNAMIC ACID	5.00 G
1665-00-5	DICHLOROMETHANE-D2 99.5 ATOM % D; PACKAGED IN PRESCORED AMPULES	25.00 g
1665-00-5	DICHLOROMETHANE-D2 99.8 ATOM % D; PACKAGED IN PRESCORED AMPULES	25.00 g
1665-00-5	DICHLOROMETHANE-D2 99.8 ATOM % D; PACKAGED IN PRESCORED AMPULES AT ROTAT	25.00 g

16656-50-1	DIETHYLE (ALPHA-AMINOBENZYL)PHOSPHONATE HYDROCHLORIDE 97% OF TOTAL	1.00 g
1886-13-3	DIPHENYL DISELENIDE	5.00 G
16677-29-5	Z-O-BENZYL-L-TYROSINE	1.00 G
1668-10-6	GLYCINAMIDE HYDROCHLORIDE	5.00 G

1668-54-8	2-AMINO-4-METHOXY-6-METHYL-1,3,5-TRIAZINE	1.00
16691-43-3	3-AMINO-5-MERCAPTO-1,2,4-TRIAZOLE	5.00 G
16694-18-1	4-BROMO-2-THIOPHENECARBOXYLIC ACID	1.00 G
166964-31-4	2-[1-METHYL-5-(TRIFLUOROMETHYL)PYRAZOL-3-YL]THIOPHENE-5-SULPHONYL CHLORIDE	1.00 G
166964-33-6	5-CHLORO-3-METHYLBENZO[B]THIOPHENE-2-SULPHONYL CHLORIDE	10.00 g
166964-35-8	3-BROMO-2-CHLOROTHIOPHENE-5-SULPHONYL CHLORIDE 95%+	2.50 g
166964-36-9	4-BROMO-2,5-DICHLOROTHIOPHENE-3-SULPHONYL CHLORIDE TECH	5.00 g
1670-14-0	BENZAMIDINE HYDROCHLORIDE 99% HYGROSCOPIC; IRRITANT	5.00 g
1670-81-1	INDOLE-5-CARBOXYLIC ACID	1.00 G
16712-69-9	4-ETHYLBENZENESULFONYL CHLORIDE >95% ASSAY METHOD: BY GAS CHROMATOGRAP	25.00 g
1673-47-8	3-CHLOROBNZHYDRAZIDE	10.00 G
16744-98-2	2-FLUOROPHENYL ISOCYANATE	5.00 G
16751-59-0	4-HEPTYLAMINE	10.00 ML
16766-30-6	4-CHLORO-2-METHOXYPHENOL IRRITANT; TECH	5.00 g
167683-86-5	5-AMINO-4-BROMO-3-METHYLPYRAZOLE HYDROBROMIDE	25.00 g
16774-21-3	AMMONIUM CERIUM(IV) NITRATE	250.00 G
1679-64-7	MONO-METHYL TEREPHTHALATE	5.00 G
1681-36-3	4-CHLORO-3-METHYLPYRIDINE 97%	5.00 g
168267-41-2	3,4-DIFLUOROPHENYLBORONIC ACID	25.00 G
168267-41-2	3,4-DIFLUOROPHENYLBORONIC ACID CONTAINS VARYING AMOUNTS OF ANHYDRIDE	5.00 g
168267-99-0	(3-FLUORO-4-METHYLPHENYL)BORONIC ACID	5.00 G
16840-25-8	TETRAFLUOROBENZENE-1,3-DIOL	5.00 G
1684-19-3	1-CYCLOPENTANOL-1-CARBOXYLIC ACID	500.00 G
16849-88-0	(DIMETHYLAMINOMETHYLENE)MALONONITRILE	10.00 G
16853-85-3	LITHIUM ALUMINUM HYDRIDE	100.00 G
16853-85-3	LITHIUM ALUMINUM HYDRIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; 100 AND 8	100.00 ML
16853-85-3	LITHIUM ALUMINUM HYDRIDE 1.0 M SOLUTION IN DIETHYL ETHER; 100 AND 800	800.00 ml
168618-42-6	2-(METHYLTHIO)BENZENEBORONIC ACID	5.00 G
16872-11-0	TETRAFLUOROBORIC ACID	25.00 G
1687-53-2	5-AMINO-2-METHOXYPHENOL	10.00 G
1687-53-2	5-AMINO-2-METHOXYPHENOL 98% IRRITANT	10.00 g
18879-02-0	6-CHLORO-2-PYRIDINOL	25.00 G
1689-84-5	3,5-DIBROMO-4-HYDROXYBENZONITRILE	50.00 G
1691-26-2	M-AMINOBENZANILIDE	0.00
16921-30-5	POTASSIUM HEXACHLOROPLATINATE(IV)	1.00 G
1692-15-5	PYRIDINE-4-BORONIC ACID	5.00 G
1692-15-5	PYRIDIN-4-YLBORONIC ACID 95%	5.00 g
1692-15-5	PYRIDINE-4-BORONIC ACID 95+% CLASS: ORGANOBORONS	500.00 mg
1692-15-5	PYRIDINE-4-BORONIC ACID 95+%	1.00 g
1692-25-7	PYRIDINE-3-BORONIC ACID	5.00 G
1692-25-7	PYRIDINE-3-BORONIC ACID 95+% CLASS: ORGANOBORONS	1.00 g
16937-99-8	BOC-D-LEU-OH H2O	5.00 G
16937-99-8	BOC-D-LEUCINE =>98.0% PURITY ASSAY METHOD: TLC; PURUM	5.00 g
16940-66-2	SODIUM BOROXYDRIDE 98% MORTON INTERNATIONAL PRODUCT; POWDER	100.00 g
16940-66-2	SODIUM TETRAHYDRIDOBORATE	500.00 G
16940-66-2	SODIUM BOROXYDRIDE 99.995% CORROSIVE; EC NUMBER: 2410044; FLAMMABLE SO	25.00 g
16940-66-2	SODIUM BOROXYDRIDE 98% 10-40 MESH; AF; EC NUMBER: 2410044; GRANULES; M	500.00 g
16940-66-2	SODIUM BOROXYDRIDE 98% EC NUMBER: 2410044; MORTON INTERNATIONAL PRODUC	100.00 g
16940-81-1	HEXAFLUOROPHOSPHORIC ACID	25.00 ML
1694-29-7	3-CHLORO-2,4-PENTANEDIONE 97% BRN: 605870; EC NUMBER: 2169024; FLAMMAB	100.00 g
16949-15-8	LITHIUM BOROXYDRIDE 95% FLAMMABLE SOLID; MOISTURE-SENSITIVE; VERSATILE	10.00 g
16949-15-8	LITHIUM BOROXYDRIDE	100.00 ML
16949-15-8	LITHIUM BOROXYDRIDE 2.0 M SOLUTION IN TETRAHYDROFURAN; EC NUMBER: 241	100.00 ml
1694-92-4	2-NITROBENZENESULFONYL CHLORIDE	25.00 G
16971-33-8	CARBONYLCHLOROXYDRIDOTRIS(TRIPHENYLPHOSPHINE)RUTHENIUM(II)	1.00 G
17016-83-0	(S)-4-ISOPROPYL-2-OXAZOLIDINONE	1.00 G
17046-22-9	BUTYL ISOCYANATOACETATE	5.00 ML
1 704 6-2 2-9	BUTYL ISOCYANATOACETATE 98% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 ml
17082-61-0	1,2-BIS(TRIMETHYLSILOXY)CYCLOBUTENE	5.00 G
17106-39-7	CERIUM(IV) SULFATE, COMPLEX WITH SULFURIC ACID	50.00 G
1710-98-1	4-TERT-BUTYLBENZOYL CHLORIDE	25.00 G
1710-98-1	4-TERT-BUTYLBENZOYL CHLORIDE 97% BRN 775793; CORROSIVE / MOISTURE SENS	25.00 g
1711-05-3	M-ANISOYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	5.00 g
1711-06-4	M-TOLUOYL CHLORIDE	5.00 G
1711-06-4	M-TOLUOYL CHLORIDE 99% BRN 878419; CORROSIVE / MOISTURE SENSITIVE; EIN	25.00 g
1711-07-5	3-FLUOROBENZOYL CHLORIDE	10.00 ML
1711-07-5	3-FLUOROBENZOYL CHLORIDE 98% BRN 636610; CORROSIVE / MOISTURE SENSITIV	5.00 g

1711-07-5

3-FLUOROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR

5.00 g

1711-09-7	3-BROMOBENZOYL CHLORIDE 98% BRN: 1635505; CORROSIVE; EC NUMBER: 216978	5.00 g
1711-09-7	3-BROMOBENZOYL CHLORIDE	25.00 G
1711-11-1	3-CYANOBENZOYL CHLORIDE 99% CORROSIVE; MOISTURE-SENSITIVE	1.00 g
1712-70-5	4-CHLORO-ALPHA-METHYLSTYRENE	25.00 G
1713-85-5	BETA-CHLOROLACTIC ACID	1.00 G
17139-54-7	BROMOACETYLCHOLINE BROMIDE HIGHLY SELECTIVE INHIBITOR OF CHOLINE ACET	500.00 mg
17145-91-4	TRIETHYL 2-PHOSPHONOBUTYRATE 98% IRRITANT	25.00 ml
17194-00-2	BARIUM HYDROXIDE APPROX 95% CORROSIVE; HIGHLY TOXIC; TECH	250.00 g
17199-29-0	(S)(+)-MANDELIC ACID	100.00 G
17202-49-2	4-CARBOXYBENZENESULFONAZIDE	3.00 G
172090-26-5	1-FLUORO-4-HYDROXY-1,4-DIAZONIABICYCLO[2,2,2]OCTANE BIS(TETRAFLUOROBORATE)	5.00 G
1721-26-2	ETHYL 2-METHYLNICOTINATE	5.00 G
17213-57-9	3,5-DIMETHOXYBENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	10.00 g
17213-58-0	3,5-DIMETHOXYBENZAMIDE 97%	25.00 g
172222-30-9	BENZYLIDENE-BIS(TRICYCLOHEXYLPHOSPHINE)DICHLORORUTHENIUM =>97.0% HIGHL	250.00 mg
17228-70-5	3,5-DICHLORO-4-PYRIDONE 98% BRN 1524978; EINECS 241-267-5; IRRITANT	10.00 g
17231-95-7	2,3-DICHLOROTHIOPHENOL 97% AIR-SENSITIVE; IRRITANT; STENCH; TOXIC	25.00 g
172418-32-5	TRANS-DI(MU-ACETATO)BIS(O-(DI-O-TOLYLPHOSPHINO)BENZYLIDIPALLADIUM(II)	1.00 G
17247-58-4	(BROMOMETHYL)CYCLOBUTANE 97% FLAMMABLE LIQUID; IRRITANT	5.00 ml
17257-71-5	S(-)-ALPHA-METHOXY-ALPHA-TRIFLUOROMETHYLPHENYLACETIC ACID	1.00 G
17260-71-8	3-CHLOROBENZENESULPHONAMIDE 98% BRN 2832245	1.00 g
172648-55-4	3-AMINO-2-METHYLAMINO-5-(TRIFLUOROMETHYL)PYRIDINE	1.00 G
17286-26-9	5-HYDROXY-1-NAPHTHALENESULFONAMIDE 98%	5.00 g
172975-69-8	3,5-DIMETHYLPHENYLBORONIC ACID	5.00 G
17302-46-4	METHYL 2-HYDROXY-5-NITROBENZOATE	10.00 G
1730-25-2	ALLYLMAGNESIUM BROMIDE 1.0 M SOLUTION IN DIETHYL ETHER; 100 AND 800 M	100.00 ml
1730-25-2	ALLYLMAGNESIUM BROMIDE	100.00 ML
17302-82-8	ETHYL 3,5-DICHLORO-4-HYDROXYBENZOATE	25.00 G
17325-26-7	METHYL 4-IMIDAZOLECARBOXYLATE	1.00 G
17325-26-7	METHYL 4-IMIDAZOLECARBOXYLATE 98% IRRITANT	1.00 g
17339-60-5	BIS(2-DIMETHYLAMINOETHYL) DISULFIDE DIHYDROCHLORIDE	25.00 G
173417-34-0	DIMETHYL (3-NITROPYRID-2-YL)MALONATE	10.00 g
17341-93-4	2,2,2-TRICHLOROETHYL CHLOROFORMATE	25.00 G
17342-08-4	(S)(+)-5-(HYDROXYMETHYL)-2-PYRROLIDINONE	5.00 G
17362-17-3	3-(4-HYDROXYPHENYL)PROPIONITRILE 98% BRN 1448680; EINECS 241-393-0; HA	1.00 g
1736-74-9	4-(TRIFLUOROMETHOXY)BENZYL ALCOHOL	5.00 G
1737-36-6	4-CHLORO-3-(TRIFLUOROMETHYL)BENZOIC ACID	1.00 G
1737-62-8	4-FLUOROPHENOXYACETIC ACID HYDRAZIDE	5.00 G
17400-34-9	N-CARBOBENZOXY-1,3-DIAMINOPROPANE HYDROCHLORIDE PACKAGED IN GLASS BOT	1.00 g
17407-55-5	(S)(+)-2-HYDROXY-3-METHYLBUTYRIC ACID	5.00 G
17407-55-5	(S)(+)-2-HYDROXY-3-METHYLBUTYRIC ACID 99% 99% EE/GLC; A USEFUL CHIRAL	5.00 g
17407-56-6	D-ALPHA-HYDROXYISOVALERIC ACID =>98.0% IT IS FURTHER USED AS CHIRAL BU	5.00 g
17420-30-3	5-NITROANTHRANILONITRILE	100.00 G
17430-98-7	(S)(+)-1-CYCLOHEXYLETHYLAMINE	25.00 G
17430-98-7	(S)(+)-1-CYCLOHEXYETHYLAMINE	5.00 G
17430-98-7	(S)(+)-1-CYCLOHEXYETHYLAMINE 98% 95% EE/GLC; IRRITANT	5.00 g
17435-72-2	2-(BROMOMETHYL)ACRYLIC ACID ETHYL ESTER >97% ASSAY METHOD: BY GAS CHRO	1.00 g
17435-72-2	2-(BROMOMETHYL)ACRYLIC ACID ETHYL ESTER	5.00 G
174501-64-5	1-N-BUTYL-3-METHYLIMIDAZOLIUM HEXAFLUOROPHOSPHATE	25.00 g
17455-13-9	18-CROWN-6 99%	5.00 g
1745-81-9	2-ALLYLPHENOL 98% IRRITANT	25.00 g
17467-15-1	5-AMINO-3-PHENYL-1,2,4-THIADIAZOLE 99%	5.00 g
17469-89-5	N,N-DIMETHYL-L-PHENYLALANINE 99%	1.00 g
1747-60-0	2-AMINO-6-METHOXYBENZOTHIAZOLE	50.00 G
17476-04-9	LITHIUM TRI-TERT-BUTOXYALUMINOHYDRIDE	100.00 ML
17480-69-2	(S)(-)-N-BENZYL-ALPHA-METHYLBENZYLAMINE 99% 97+% EE/HPLC; IRRITANT	10.00 ml
17481-19-5	3-CHLORO-1-PROPANETHIOL	5.00 G
17481-27-5	3-AMINO-4-METHOXYBENZAMIDE 98%	5.00 g
174913-09-8	2-BROMO-5-CHLOROANISOLE	5.00 G
17501-44-9	ZIRCONIUM(IV) ACETYLACETONATE	25.00 G
1750-42-1	3-AMINOISOXAZOLE 95% IRRITANT	25.00 ml
175135-04-3	6-CHLORO-5-FLUOROBENZIMIDAZOLE 95%+	5.00 g
175135-07-6	BENZO(B)THIOPHENE-2-CARBOXYLIC ACID HYDRAZIDE	1.00 G
175135-13-4	4-CHLORO-6-(TRIFLUOROMETHYL)BENZIMIDAZOLE	2.50 G
175135-16-7	4-BROMO-2-(3-HYDROXYPROPYL)-6-(TRIFLUOROMETHYL)BENZIMIDAZOLE	5.00 g
175135-18-9	4-CHLORO-2-MERCAPTO-6-(TRIFLUOROMETHYL)BENZIMIDAZOLE	5.00 g

175135-29-2	1-(4-NITROPHENYL)-3,4,5-TRIBROMOPYRAZOLE	25.00 g
175135-61-2	5-CHLORO-3-(6-CHLOROPYRIDAZIN-3-YLOXY)PYRIDINE	5.00 g
175135-73-6	2,5-DIFLUOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G

175135-73-6	2,5-DIFLUOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
175135-92-9	2-AMINO-5-(5-BROMOTHIEN-2-YL) THIAZOLE	5.00 g
175135-93-0	2-BROMO-3'-CHLORO-4'ETHYLPROPIOPHENONE 95%+	10.00 g
175136-13-7	5-ACETYL-4-HYDROXY-7-METHYLINDANE	2.50 g
175136-53-5	4-(2-HYDROXYANILINO)-1,2-NAPHTHOQUINONE TECH	2.50 g
175136-73-9	4-(2,6-DIMETHYLMORPHOLINO)-3-NITRO ACETOPHENONE	10.00 g
175136-87-5	5-BROMO-4-METHYLTHIAZOL-2-YL GUANIDINE HYDROBROMIDE	5.00 g
175137-00-5	MERCAPTOACETONE OXIME 98% STENCH	5.00 g
175137-04-9	3-AMINO-5-(TERT-BUTYL)THIOPHENE-2-CARBOXAMIDE	1.00 G
175137-11-8	METHYL 3-CHLORO-4-METHYLTHIOPHENE-2-CARBOXYLATE 97%	5.00 g
175137-12-9	3-CHLORO-4-METHYLTHIOPHENE-2-CARBOXYLIC ACID HYDRAZIDE	10.00 g
175137-14-1	1-PHENYL-5-(TRIFLUOROMETHYL)-1H-PYRAZOLE-4-CARBONYL CHLORIDE 97%	1.00 g
175137-20-9	3-(4-FLUOROPHENYL)-5-(METHYLTHIO)PYRAZOLE	5.00 G
175137-21-0	7-CHLORO-3-METHYLTHIENO[3,2-D]PYRIMIDINE	10.00 g
175137-28-7	5-(METHOXYCARBONYL)-4-(TRIFLUOROMETHYL)PYRIMIDINE-2-HYDRAZINE	1.00 G
175137-29-8	BENZYL 2-CHLORO-4-(TRIFLUOROMETHYL)PYRIMIDINE-5-CARBOXYLATE	10.00 g
175137-30-1	4-CHLOROBENZYL 2-CHLORO-4-(TRIFLUOROMETHYL)PYRIMIDINE-5-CARBOXYLATE	5.00 g
175137-31-2	CYCLOPROPYLMETHYL 2-CHLORO-4-(TRIFLUOROMETHYL)PYRIMIDINE-5-CARBOXYLATE	10.00 g
175137-33-4	5-(4-CHLOROBENZYLOXYCARBONYL)-4-(TRIFLUOROMETHYL)PYRIMIDIN-2-YL HYDRAZ	1.00 G
175137-34-5	2-(4-CHLOROPHENYL)-3-(TRIFLUOROMETHYL)PYRAZOLE-4-CARBOXYLIC ACID HYDRA	2.50 G
175137-42-5	METHYL 4,5-DIBROMO-3-METHOXYTHIOPHENE-2-CARBOXYLATE	2.50 g
175137-44-7	3-NITRO-4-(PYRID-2-YLTHIO)ACETOPHENONE	10.00 g
175137-54-9	ETHYL (4-BROMO-3,5-DIMETHYLPYRAZOL-1-YL)ACETATE	25.00 g
175137-56-1	2-(4-BROMO-3,5-DIMETHYLPYRAZOL-1-YL) ACETIC ACID HYDRAZIDE	10.00 G
175137-59.4	4-BROMO-1-CYANOMETHYL-3,5-DIMETHYLPYRAZOLE	10.00 g
175137-67-4	ETHYL (4,5-DICHLOROIMIDAZOL-1-YL)ACETATE	10.00 g
175137-68-5	(4,5-DICHLOROIMIDAZOL-1-YL)ACETHYDRAZIDE	10.00 g
175201-50-0	(4,5-DICHLOROIMIDAZOL-1-YL)THIOACETAMIDE	10.00 g
175201-56-6	4,5-DICHLORO-1,2-DIMETHYLMIDAZOLE	10.00 g
175201-62-4	4-(4,5-DICHLOROIMIDAZOL-1-YL)ANILINE	2.50 g
175201-76-0	METHYL 3-CHLORO-4-(METHYLSULPHONYL)THIOPHENE-2-CARBOXYLATE	2.50 g
175201-77-1	3-(3-AMINOPHENYL)-4-BROMO-1-METHYLPYRAZOLE	5.00 g
175201-80-6	(4,5-DICHLOROIMIDAZOL-1-YL)ACETHYDROXAMIC ACID	5.00 g
175201-87-3	3-CHLORO-4-(METHYLSULFONYL)THIOPHENE-2-CARBONYL CHLORIDE 97%	250.00 mg
175201-94-2	4-CHLORO-1,3-DIMETHYLPYRAZOLO[3,4-B]PYRIDINE-3-CARBOXYLIC ACID	5.00 g
175201-95-3	4-CHLORO-1,3-DIMETHYLPYRAZOLO[3,4-B]PYRIDINE-3-CARBONYL CHLORIDE	2.00 G
175201-97-5	METHYL 3-HYDRAZINO-4-(ISOPROPYL SULPHONYL)THIOPHENE-2-CARBOXYLATE	2.50 G
175201-98-6	4-CHLORO-1,3-DIMETHYL-1H-PYRAZOLO[3,4-B]PYRIDINE-5-CARBOXAMIDE	2.50 g
175201-99-7	METHYL 3-CHLORO-4-(ISOPROPYLSULPHONYL)THIOPHENE-2-CARBOXYLATE	2.50 g
175202-01-4	METHYL 3-HYDRAZINO-4-(N-PROPYL SULPHONYL)THIOPHENE-2-CARBOXYLATE	2.50 G
175202-20-7	ETHYL 2-(4,5-DICHLOROIMIDAZOL-1-YL METHYL)THIAZOLE-4-CARBOXYLATE	5.00 g
175202-26-3	3-CHLORO-4-(ISOPROPYLSULPHONYL)THIOPHENE-2-CARBOXYLIC ACID	2.00 G
175202-28-5	3-CHLORO-4-(ISOPROPYLSULFONYL)THIOPHENE-2-CARBONYL CHLORIDE 97%	1.00 g
175202-28-5	3-CHLORO-4-(ISOPROPYLSULFONYL)THIOPHENE-2-CARBONYL CHLORIDE	250.00 MG
175202-35-4	5-(4-BROMO-3,5-DIMETHYLPYRAZOL-1-YL METHYL)-4-METHYL-1,2,4-TRIAZOLE-3	5.00 g
175202-68-3	2-(4-BROMO-3,5-DIMETHYLPYRAZOL-1-YL) THIOACETAMIDE	5.00 g
175202-90-1	1-CHLORO-6,6-DIMETHYL-3-METHYLTHIO-4,5,6,7-TETRAHYDROBENZOMTHIOPHEN	2.50 g
175203-22-2	4,5-DICHLORO-1-(5-METHOXYCARBONYLFURFURYL)IMIDAZOLE	5.00 g
175203-23-3	METHYL 3-(4-BROMO-3,5-DIMETHYLPYRAZOL-1-YLMETHYL)BENZOATE	10.00 g
175203-24-4	3-[(4-BROMO-3,5-DIMETHYL-1H-PYRAZOL-1-YL)METHYL]BENZOIC ACID	5.00 G
175203-40-4	METHYL 4-CHLORO-6-(TRIFLUOROMETHYL)THIENO[3,4-B]PYRIDINE-1-CARBOXYLAT	10.00 g
175203-43-7	2-[2-(TRIFLUOROMETHYL)QUINOL-4-YLTHIO]ACETIC ACID HYDRAZIDE	1.00 G
175203-53-9	[1-(4-CHLOROBENZYL)-1H-IMIDAZOL-2-YL]METHANOL 97%	1.00 g
175203-58-4	4-(2-PHENYLETH-1-YNYL)THIOPHENE-2-CARBALDEHYDE	1.00 G
175203-60-8	2-BROMO-5-CHLORO-3-METHYLBENZO[B]THIOPHENE	10.00 g
175203-78-8	5-CHLORO-2,1,3-BENZOXADIAZOLE-4-SULFONYL CHLORIDE	1.00 G
175203-91-5	4-HEX-1-YN-1-YLBENZONITRILE	1.00 G
175203-94-8	5-CHLORO-3-METHYLBENZO[B]THIOPHENE-2-SULPHONAMIDE	5.00 g
175203-96-0	(5-CHLOROBENZO[B]THIEN-3-YLMETHYL)TRIPHENYLPHOSPHONIUM BROMIDE	10.00 g
175203-98-2	2-(2-CARBOXYBENZOYL)-3-METHYLBENZO[B]THIOPHENE	2.50 G
175204-06-5	2-FLUORO-6-PHENOXYBENZONITRILE 95% IRRITANT; TECH	5.00 g
175204-07-6	2-FLUORO-6-(4-FLUOROPHENOXY)BENZONITRILE	5.00 g
175204-36-1	4-(TRIFLUOROMETHOXY)PHENOXY ACETIC ACID HYDRAZIDE	1.00 G
175204-69-0	2-AMINO-4-HYDRAZINO-6-(PYRID-2-YL)-1,3,5-TRIAZINE	2.50 G
175204-70-3	2-AMINO-4-HYDRAZINO-6-(PYRID-3-YL)-1,3,5-TRIAZINE	2.50 G
	2-AMINO-4-HYDRAZINO-6-ISOPROPYL-1,3,5-TRIAZINE	

175204-78-0	2-AMINO-4-TERT-BUTYL-6-HYDRAZINO-1,3,5-TRIAZINE	2.50 G
175204-81-6	4-CHLORO-1-METHYL-1H-PYRAZOLE-3-CARBALDEHYDE	2.00 G
175204-84-9	4-(TRIFLUOROMETHYL)PYRIDINE-3-CARBOXYLIC ACID HYDRAZIDE	1.00 G

175204-86-1	4-CHLORO-1-METHYLPYRAZOLE-3-CARBONITRILE	2.50 g
175204-90-7	6-(2,2,2-TRIFLUOROETHOXY)NICOTINIC ACID 95+%	1.00 g
175205-17-1	1-(4-CYCLOHEXYLPHENYL)THIOUREA	10.00 G
175205-19-3	1-(4-BROMOTHIEN-2-YL)-2-NITROPROP-1-ENE	2.50 G
175205-24-0	1[2-(TRIFLUOROMETHOXY)PHENYL]-2-THIOUREA	5.00 G
175205-26-2	2,3,4-TRIFLUOROPHENYLTHIOUREA	1.00 G
175205-64-8	2-(TRIFLUOROMETHOXY)BENZYLAMINE	5.00 G
175205-66-0	2-BROMO-5-(ISOXAZOL-3-YL)THIOPHENE	5.00 G
175205-76-2	2,6-DICHLORO-4-(TRIFLUOROMETHYL)BENZENE-1-SULFONYL CHLORIDE	1.00 G
175276-45-6	4-BROMO-PYRAZOLE-3-CARBOX ALDEHYDE OXIME	2.50 g
175276-57-0	2-METHYL-5-PHENYLFURAN-3-CARBONYL CHLORIDE	1.00 G
175276-63-8	5-(4-CHLOROPHENYL)-2-METHYLFURAN-3-CARBONYL CHLORIDE	1.00 G
175276-74-1	2-CHLORO-6-FLUOROPHENYLHYDRAZINE	1.00 G
175276-76-3	2,6-DICHLOROPHENYLACETAMIDINE HYDROCHLORIDE	2.50 g
175276-90-1	3-METHYL-5-[4-(TRIFLUOROMETHYL)PHENYL]ISOXAZOLE-4-CARBOXYLIC ACID HYDR	1.00 G
175276-94-5	2-(THIEN-3-YL)ACETIC ACID HYDRAZIDE	1.00 G
175276-94-5	THIOPHENE-3-ACETIC ACID HYDRAZIDE	1.00 G
175276-96-7	5-CHLORO-1-ISOPROPYL-2-MERCAPTO BENZIMIDAZOLE	5.00 g
175276-98-9	METHYL 4-BROMO-1-ETHYL-3-METHYL-1H-PYRAZOLE-5-CARBOXYLATE	5.00 g
175276-99-0	4-BROMO-1-ETHYL-3-METHYL-PYRAZOLE-5-CARBOXYLIC ACID	5.00 g
175277-01-7	2-(4-CYANOPHENOXY)-5-(TRIFLUOROMETHYL)PYRIDINE	5.00 g
175277-32-4	4-CHLORO-5,6-DIMETHYL-2-(TRIFLUOROMETHYL)PYRIMIDINE	2.50 g
175277-76-6	1-(2,4-DIFLUOROPHENYL)THIOUREA	5.00 G
175277-76-6	2,4-DIFLUOROPHENYLTHIOUREA	1.00 G
175277-83-5	2-(2-AMINOPHENYLTHIO)-6-CHLOROBENZ THIAZOLE	10.00 g
175278-03-2	4-(TRIFLUOROMETHOXY)BENZYL THIOL	1.00 G
175278-04-3	N-METHYL-2-(TRIFLUOROMETHOXY)ANILINE	1.00 G
175278-06-5	2-[3,5-BIS(TRIFLUOROMETHYBENZOYL)BENZOIC ACID	10.00 G
175278-17-8	2-BROMO-4-(TRIFLUOROMETHOXY)ANILINE 98%	10.00 g
175278-20-3	N1-ETHYL-4-(TRIFLUOROMETHOXY)ANILINE	10.00 G
175278-20-3	4-(TRIFLUOROMETHOXY)ETHYLAMINO BENZENE 97% IRRITANT	5.00 g
175278-62-3	4-(TRIFLUOROMETHYL)BENZAMIDINE HYDROCHLORIDE, DIHYDRATE	1.00 g
1757-42-2	3-METHYLCYCLOPENTANONE 99% FLAMMABLE LIQUID	5.00 g
1757-42-2	3-METHYLCYCLOPENTANONE	5.00 G
1758-46-9	2-PHENOXYETHYLAMINE	1.00 G
1759-53-1	CYCLOPROPANECARBOXYLIC ACID 98%	25.00 g
1761-61-1	5-BROMOSALICYLALDEHYDE	100.00 G
1762-95-4	AMMONIUM THIOCYANATE 98+% ALSO USEFUL FOR THE CONVERSION OF ARYLAMINES	250.00 g
1765-40-8	2,3,4,5,6-PENTAFLUOROBENZYL BROMIDE	5.00 G
17654-88-5	3-PHENYL-5-MERCAPTO-1,3,4-THIAZOLETHIONE, POTASSIUM SALT AVAILABILITY	25.00 g
1765-93-1	4-FLUOROPHENYLBORONIC ACID	25.00 G
17694-68-7	2-BROMO-1-PYRIDIN-3-YLETHAN-1-ONE HYDROBROMIDE 97%	1.00 g
17697-12-0	BENZENESELENINIC ANHYDRIDE 70% BRN: 2332406; CONTAINS UP TO 30% BENZEN	1.00 g
17702-41-9	DECABORANE	5.00 G
177-11-7	1,4-DIOXA-8-AZASPIRO[4.5]DECANE	50.00 G
1774-47-6	TRIMETHYLSULFOXONIUM IODIDE	100.00 G
17745-45-8	N-PROPYLBORONIC ACID	1.00 G
17746-06-4	TRIDECANOYL CHLORIDE =>99.0% PURISS; PURITY ASSAY METHOD: GAS CHROMATO	1.00 ml
1775-27-5	2-BROMO-1-INDANONE 90% IRRITANT	25.00 g
17754-90-4	4-(DIETHYLAMINO)SALICYLALDEHYDE	25.00 G
1776-53-0	4-AMINOCYCLOHEXANECARBOXYLIC ACID >93% ASSAY METHOD: BY TITRIMETRIC AN	5.00 g
17766-28-8	1-CYCLOHEXYLPIPERAZINE 98%	25.00 g
177756-62-6	3-FLUORO-4-METHYLBENZALDEHYDE	5.00 G
17789-14-9	2-(3-BROMOPHENYL)-1,3-DIOXOLANE	25.00 G
17791-52-5	BOC-HIS-OH	25.00 G
1779-49-3	METHYLTRIPHENYLPHOSPHONIUM BROMIDE 98+% BRN 3599467; EINECS 217-218-9;	100.00 g
1779-49-3	METHYLTRIPHENYLPHOSPHONIUM BROMIDE	500.00 G
1779-49-3	METHYLTRIPHENYLPHOSPHONIUM BROMIDE 98% HYGROSCOPIC; IRRITANT	25.00 g
1779-51-7	BUTYLTRIPHENYLPHOSPHONIUM BROMIDE	5.00 G
1779-58-4	(CARBOMETHOXYMETHYL)TRIPHENYLPHOSPHONIUM BROMIDE 98% BRN: 3812975; EC	50.00 g
1779-81-3	2-AMINO-2-THIAZOLINE 97%	5.00 g
1779-81-3	2-AMINO-2-THIAZOLINE 97%	5.00 g
177987-93-8	ETHYLENEDIAMINE, POLYMER-BOUND	5.00 G
1780-19-4	1,2,3,4-TETRAHYDROQUINALDINE >95% ASSAY METHOD: BY GC; IRRITANT	5.00 g
17814-85-6	6-CARBOXYBUTYLTRIPHENYLPHOSPHONIUM BROMIDE	50.00 G
17814-85-6	6-CARBOXYBUTYLTRIPHENYLPHOSPHONIUM BROMIDE	50.00 G

1783-81-9	3-(METHYLTHIO)ANILINE 97% BRN: 2078599; EC NUMBER: 2172325; IRRITANT;	30.00 g
1783-81-9	3-(METHYLTHIO)ANILINE	1.00 G
1783-81-9	3-(METHYLTHIO)ANILINE 97% BRN: 2078599; EC NUMBER: 2172325; IRRITANT;	5.00 g
178439-26-4	1,1'-DIFLUORO-2,2'-BIPYRIDINIUM BIS(TETRAFLUOROBORATE)	1.00 G

17849-38-6	2-CHLOROBENZYL ALCOHOL	10.00 G
17849-38-6	2-CHLOROBENZYL ALCOHOL 99%	10.00 g
17857-14-6	(3-CARBOXYPROPYL)TRIPHENYLPHOSPHONIUM BROMIDE	25.00 G
17882-94-9	1,3-DIETHYL-1,1,3,3-TETRAMETHYLDISILAZANE	5.00 G
17890-56-1	1-BENZOTHIOPHEN-2-YLMETHANOL	250.00 G
1793-07-3	METHYL 2-ISOCYANATO BENZOATE	5.00 G
17933-03-8	TOLUENE-3-BORONIC ACID	5.00 G
17933-03-8	M-TOLYLBORONIC ACID	1.00 G
17933-03-8	3-TOLYLBORONIC ACID	25.00 G
1795-31-9	TRIS(TRIMETHYLSILYL) PHOSPHITE	5.00 G
1795-31-9	[TRIS (TRIMETHYLSILYL)] PHOSPHITE	10.00 G
1798-09-0	3-METHOXYPHENYLACETIC ACID 99+% IRRITANT	25.00 g
179898-34-1	3-BROMO-5-FLUOROBENZONITRILE	5.00 G
17996-13-3	4-(Z-AMINO)-1-BUTANOL	1.00 G
17997-47-6	2-TRI-N-BUTYLSTANNYLPYRIDINE	5.00 G
17997-47-6	2-TRIBUTYLSTANNYLPYRIDINE	10.00 G
18063-02-0	2,6-DIFLUOROBENZOYL CHLORIDE 99% BRN: 639438; CORROSIVE; EC NUMBER: 24	5.00 g
18063-02-0	2,6-DIFLUOROBENZOYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	25.00 g
180675-22-3	(1,3-DIOXOLAN-2-YLMETHYL)MAGNESIUM BROMIDE	100.00 ML
1809-10-5	3-BROMOPENTANE 97% FLAMMABLE LIQUID; IRRITANT	100.00 g
18097-52-4	2-AMINO-5-CHLOROBENZOPHENONE OXIME 98% MIXTURE OF SYN AND ANTI ISOMERS	25.00 g
18107-18-1	TRIMETHYLSILYLDIAZOMETHANE	25.00 ML
18113-03-6	2-CHLORO-4-METHOXYPHENOL 98% FLAMMABLE LIQUID; IRRITANT	5.00 g
18146-00-4	ALLYLOXYTRIMETHYLSILANE	10.00 G
18162-48-6	TERT-BUTYLDIMETHYLSILYL CHLORIDE	100.00 G
18162-48-6	TERT-BUTYLDIMETHYLCHLOROSILANE	25.00 G
18162-48-6	TERT-BUTYLDIMETHYLSILYL CHLORIDE 97% BRN: 505999; CAN BE SELECTIVELY R	100.00 g
18162-48-6	TERT-BUTYLDIMETHYLCHLOROSILANE 97% BRN 505999; CLEAVAGE IS GENERALLY A	100.00 g
18162-48-6	TERT-BUTYLDIMETHYLCHLOROSILANE 98+% PLEASE ASK FOR BULK PRICES (500G-5	25.00 g
181657-56-7	(1 R,2R)-2-BENZYLOXYCYCLOPENTYLAMINE 98+% CORROSIVE / AIR SENSITIVE; EE	5.00 g
18172-67-3	(1 S)-(-)-BETA-PINENE	10.00
18172-67-3	(-)-BETA-PINENE	250.00 ML
18173-64-3	TERT-BUTYLDIMETHYLSILANOL 99% BRN: 1732777; IRRITANT; MOISTURE-SENSITI	5.00 g
18173-64-3	TERT-BUTYLDIMETHYLSILANOL 99% IRRITANT; MOISTURE-SENSITIVE	5.00 g
18197-26-7	SODIUM DIFORMYLAMIDE	5.00 G
18202-73-8	TERT-BUTYLCARBAMIDINE HYDROCHLORIDE 98% BRN 3618865; EINECS 242-091-1;	5.00 g
1820-80-0	3-AMINOPYRAZOLE	10.00 G
1821-12-1	4-PHENYLBUTYRIC ACID 99% AVAILABLE IN USA AND EUROPE; EINECS 217-341-8	5.00 g
1821-39-2	2-PROPYLANILINE 97% IRRITANT	5.00 g
182163-96-8	3,4,5-TRIMETHOXYPHENYLBORONIC ACID	5.00 G
182163-96-8	3,4,5-TRIMETHOXYBENZENEBORONIC ACID	1.00 G
1822-51-1	4-PICOLYL CHLORIDE HYDROCHLORIDE	100.00 G
1822-51-1	4-PICOLYL CHLORIDE HYDROCHLORIDE 97% HYGROSCOPIC; IRRITANT	100.00 g
1822-94-2	5-(CHLOROMETHYL)-3-PHENYL-1,2,4-OXADIAZOLE	250.00 MG
18233-70-0	N-ACETYLPUTRESCINE HYDROCHLORIDE	500.00 MG
1824-81-3	2-AMINO-6-PICOLINE 98% BRN: 107048; EC NUMBER: 2173601; HIGHLY TOXIC;	100.00 g
1824-81-3	2-AMINO-6-PICOLINE	500.00 G
1824-81-3	2-AMINO-6-PICOLINE 98% HIGHLY TOXIC; IRRITANT	5.00 g
1825-61-2	METHOXYTRIMETHYLSILANE	25.00 G
1826-67-1	VI NYLMAGNESIUM BROMIDE	100.00 ML
18284-36-1	HYDRIDOTETRAKIS(TRIPHENYLPHOSPHINE)RHODIUM(I) IRRITANT; MOISTURE-SENS	1.00 g
18294-87-6	1-CYCLOHEXENYLACETIC ACID	25.00 G
18323-44-9	CLINDAMYCIN	1.00
1833-53-0	2-(TRIMETHYLSILOXY)PROPENE	5.00 G
18336-39-5	4-(1H-PYRAZOL-1-YL)BENZENESULFONYL CHLORIDE	1.00 G
18355-73-2	2,3-DIFLUOROBENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
18362-64-6	2,6-DIMETHYL-3,5-HEPTANEDIONE	5.00 G
18368-63-3	6-CHLORO-2-PICOLINE 99% BRN: 107187; EC NUMBER: 2422416; IRRITANT	5.00 g
18368-76-8	2-CHLORO-3-METHYLPYRIDINE EEC NO: 242-242-1	25.00 ml
184000-11-1	(4-BENZYLOXYCARBONYLPHENYL)BORONIC ACID	5.00 G
18437-78-0	TRIS(P-FLUOROPHENYL)PHOSPHINE	5.00 G
18467-77-1	(-)-2,3:4,6-DI-O-ISOPROPYLIDENE-2-KETO-L-GULONIC ACID	100.00 G
18471-40-4	1-BENZYL-3-AMINOPYRROLIDINE >97% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
1849-01-0	1-METHYL-2-BENZIMIDAZOLINONE 98%	5.00 g
18494-87-6	1-BENZOTHIOPHENE-3-SULFONYL CHLORIDE	1.00 G
18502-05-1	4(5)-CYANOMETHYLMIDAZOLE	1.00 G
18502-05-1	4(5)-CYANOMETHYLMIDAZOLE 99% KEEP COLD. PLEASE ASK FOR BULK PRICES (250	

18523-22-3	5-BROMOPHENACETYL BROMIDE 98% KEEP COLD, PLEASE ASK FOR BULK PRICES (250	25.00 g
18526-07-3	3-(DIMETHYLAMINO)PROPYL ACRYLATE	5.00 ML
18595-18-1	METHYL 3-AMINO-4-METHYLBENZOATE 98%	25.00 g

18595-18-1	METHYL 3-AMINO-4-METHYLBENZOATE 98% BRN 2088611	5.00 g
18598-63-5	L-CYSTEINE METHYL ESTER HYDROCHLORIDE	5.00 G
18618-55-8	CERIUM(III) CHLORIDE HEPTAHYDRATE	100.00 G
18621-17-5	1-(DIPHENYLMETHYL)-3-HYDROXYAZETIDINE	25.00 G
18622-23-6	4-BIPHENYLCARBOXYLIC ACID HYDRAZIDE	5.00 G
186315-85-5	1,3-DIFLUORO-4-NITRO-2-(TRIMETHYLSILYL)BENZENE	5.00 G
18637-83-7	1,1'-OXALYLDIIMIDAZOLE	1.00 G
18638-99-8	3,4,5-TRIMETHOXYBENZYLAMINE	5.00 G
18640-58-9	4'-BROMO-3'-NITROACETOPHENONE 99+%	25.00 g
18643-86-2	DIMETHYL BROMOTEREPHTHALATE	10.00 G
186550-13-0	3-AMINO-1-N-BOC-PYRROLIDINE	1.00 G
18698-97-0	2-BROMOPHENYLACETIC ACID	25.00 G
18708-70-8	1,3,5-TRICHLORO-2-NITROBENZENE	100.00 G
1871-57-4	3-CHLORO-2-CHLOROMETHYL-1-PROPENE >98% ASSAY METHOD: BY GAS CHROMATOGR	10.00 g
1871-57-4	3-CHLORO-2-CHLOROMETHYL-1-PROPENE	10.00 G
1871-57-4	3-CHLORO-2-CHLOROMETHYL-1-PROPENE =>98.0% PURITY ASSAY METHOD: GAS CHR	5.00 ml
18721-61-4	3-(ETHYLTHIO)PROPANOL 97%	25.00 g
1875-88-3	4-CHLOROPHENETHYL ALCOHOL	50.00 G
1875-88-3	4-CHLOROPHENETHYLALCOHOL	50.00 G
1875-89-4	3-METHYLPHENETHYL ALCOHOL	1.00 G
1877-72-1	3-CYANOBENZOIC ACID =>98.0% PURITY ASSAY METHOD: ACIDIMETRIC TITRATION	10.00 g
1877-72-1	3-CYANOBENZOIC ACID 98%	10.00 g
1877-77-6	3-AMINOBENZYL ALCOHOL 97% IRRITANT	10.00 g
1878-67-7	3-BROMOPHENYLACETIC ACID	5.00 G
1878-68-8	4-BROMOPHENYLACETIC ACID 98% IRRITANT	100.00 g
1878-81-5	4-ACETYLPHENOXYACETIC ACID 99% IRRITANT	5.00 g
1879-09-0	2-(TERT-BUTYL)-4,6-DIMETHYLPHENOL	10.00 G
18791-75-8	4-BROMOTHIOPHENE-2-CARBOXALDEHYDE	25.00 G
18791-75-8	4-BROMO-2-THIOPHENECARBOXALDEHYDE	25.00 G
18807-71-1	N-Z-1,2-DIAMINOETHANE HYDROCHLORIDE	1.00 G
18807-71-1	N-CARBOBENZOXY-1,2-DIAMINOETHANE HYDROCHLORIDE HYGROSCOPIC; IRRITANT	1.00 g
188447-91-8	(S)-(+)-P-TOLUENESULFINAMIDE	5.00 G
1885-14-9	PHENYL CHLOROFORMATE	100.00 G
1885-14-9	PHENYL CHLOROFORMATE 99%	5.00 ml
1885-29-6	2-AMINOBENZONITRILE	50.00
18656-63-8	4-ETHYLPHENYL ISOTHIOCYANATE	5.00 ML
18871-66-4	N,N-DIMETHYLACETAMIDE DIMETHYL ACETAL	5.00 G
18876-82-9	2-METHYL-1,3-THIAZOLE-4-CARBOXIMIDAMIDE HYDROCHLORIDE 97%	1.00 g
18880-00-7	4-(TERT-BUTYL)BENZYL BROMIDE	5.00 G
18908-07-1	3-METHOXYPHENYL ISOCYANATE	25.00 G
18908-07-1	3-METHOXYPHENYL ISOCYANATE 99%	25.00 g
18908-07-1	3-METHOXYPHENYL ISOCYANATE 99% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
18912-37-3	4-METHOXYBENZYL CARBAZATE	1.00
1892-29-1	2-HYDROXYETHYL DISULFIDE	50.00 ML
1892-57-5	N-(3-DIMETHYLAMINOPROPYL)-W-ETHYLCARBODIIMIDE	5.00 ML
18928-91-1	CYCLOPENTYLMALONIC ACID DIETHYL ESTER >95% ASSAY METHOD: BY GAS CHROMA	25.00 ml
18936-17-9	2-METHYLBUTYRONITRILE	25.00 ML
18942-46-6	BOC-CYS(4-MEOBZL)-OH	5.00 G
18942-49-9	N-T-BOC-D-PHENYLALANINE	25.00
18942-49-9	BOC-D-PHE-OH	25.00 G
18962-05-5	4-ISOPROPDXYBENZALDEHYDE	5.00 G
1897-41-2	TETRACHLOROTEREPHTHALONITRILE	500.00 MG
1897-52-5	2,6-DIFLUOROBENZONITRILE	10.00 G
18978-78-4	8-AMINO-2-METHYLQUINOLINE	1.00 G
18982-54-2	2-BROMOBENZYL ALCOHOL	10.00 G
18997-19-8	CHLOROMETHYL PIVALATE	25.00 G
18997-19-8	CHLOROMETHYL PIVALATE 97% BRN: 1560838; EC NUMBER: 2427351; LACHRYMATO	25.00 g
18997-19-8	CHLOROMETHYL PIVALATE 97% BRN 1560838; EINECS 242-735-1; FLAMMABLE / C	25.00 g
18997-19-8	CHLOROMETHYL PIVALATE 97% LACHRYMATOR	25.00 g
1899-93-0	M-TOLUENESULPHONYL CHLORIDE 98+% BRN 2087865; CORROSIVE / MOISTURE SEN	25.00 g
19004-19-4	COPPER(II) NITRATE HEMIPENTAHYDRATE	100.00 G
19012-03-4	1-METHYLINDOLE-3-CARBOXALDEHYDE	5.00 G
19040-62-1	P-XYLENE-2-SULFONYL CHLORIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSI	25.00 g
1904-58-1	2-AMINOBENZHYDRAZIDE	10.00
19064-64-3	3,6-DICHLORO-4-METHYLPYRIDAZINE	5.00 G
1907-33-1	LITHIUM TERT-BUTOXIDE	250.00 ML

19099-93-5	BENZYL 4-OXO-1-PIPERIDINECARBOXYLATE 99% BRN: 1533716; IRRITANT	25.00 ml
191162-39-7	3-QUINOLINE BORONIC ACID	5.00 G

19117-31-8	N-TERT-BUTYLBENZENESULFENAMIDE PACKAGED IN GLASS BOTTLES	1.00 g
1912-43-2	2-METHYL-3-INDOLEACETIC ACID	5.00 G
1912-48-7	1-METHYL-3-INDOLEACETIC ACID	5.00 G
19158-51-1	P-TOLUENESULFONYL CYANIDE	5.00 G
19172-47-5	LAWESSONS REAGENT	100.00 G
1 91 72-4 7-5	LAWESSON REAGENT	100.00 G
19184-65-7	2-(BROMOMETHYL)-2-(HYDROXYMETHYL)-1,3-PROPANEDIOL 99%	1.00 g
1918-79-2	5-METHYL-2-THIOPHENECARBOXYLIC ACID	25.00 G
1918-79-2	5-METHYLTHIOPHENE-2-CARBOXYLIC ACID 99% IRRITANT	5.00 g
192182-56-2	4-ISOQUINOLINEBORONIC ACID	5.00 G
19220-93-0	PENTAFLUOROPHENYL ACETATE BRN: 1985849; EC NUMBER: 2428910	1.00 g
1924-77-2	2-PHENYLBENZYLAMINE	5.00 G
1924-77-2	2-PHENYLBENZYLAMINE 98% A 10% DISCOUNT IS APPLIED TO ANY ORDER FOR 10	5.00 g
19293-58-4	4-DIMETHYLAMINOBENZYLAMINE	1.00 G
1930-72-9	4-CHLORO-3,5-DINITROBENZONITRILE 97% IRRITANT	5.00 g
1934-75-4	SODIUM DICYANAMIDE 96% HARMFUL; HYGROSCOPIC; IRRITANT	25.00 g
1937-19-5	AMINOGUANIDINE HYDROCHLORIDE 98+%	25.00 g
1937-19-5	AMINOGUANIDINE HYDROCHLORIDE	25.00 G
19398-53-9	2,4-DIBROMOPENTANE	5.00 G
1939-99-7	ALPHA-TOLUENESULFONYL CHLORIDE	5.00 G
1939-99-7	ALPHA-TOLUENESULPHONYL CHLORIDE 99% ALCOHOLS CAN ALSO BE PROTECTED, EG	25.00 g
1939-99-7	ALPHA-TOLUENESULFONYL CHLORIDE 98% CORROSIVE; MOISTURE-SENSITIVE	5.00 g
1940-57-4	9-BROMOFLUORENE 98+% AIR-SENSITIVE; HARMFUL; LIGHT-SENSITIVE; SEVERE I	10.00 g
1941-27-1	TETRABUTYLAMMONIUM NITRATE	10.00 G
1943-82-4	PHENETHYL ISOCYANATE	5.00 ML
1943-83-5	2-CHLOROETHYL ISOCYANATE	5.00 ML
19449-26-4	N,N-DIMETHYLFORMAMIDE ETHYLENE ACETAL	5.00 G
1949-78-6	L(+)-LYXOSE =>99.0% BIOCHEMIKA; PURITY ASSAY METHOD: HPLC, SUM OF ENAN	1.00 g
19501-58-7	4-METHOXYPHENYLHYDRAZINE HYDROCHLORIDE	250.00 G
19513-05-4	MANGANESE(III) ACETATE DIHYDRATE	5.00 G
19524-06-2	4-BROMOPYRIDINE HYDROCHLORIDE	5.00 G
19524-06-2	4-BROMOPYRIDINE HYDROCHLORIDE >98% ALTERNATE LOCANT(S) OR STEREODESCRI	25.00 g
1953-54-4	5-HYDROXYINDOLE 98+% BRN 112349; EINECS 217-782-6; IRRITANT/ KEEP COL	5.00 g
19559-06-9	VANADIUM(III) CHLORIDE TETRAHYDROFURAN COMPLEX (1:3)	25.00 G
19614-16-5	2-BROMOTHIOANISOLE	1.00 G
19621-92-2	6-HYDROXPICOLINIC ACID >97% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; PA	5.00 g
19686-73-8	1-BROMO-2-PROPANOL 95% EINECS: 243-225-1; PRACTICAL	10.00 g
19689-66-8	3,4-DIMETHOXYTHIOPHENOL	10.00 G
19689-66-8	3,4-DIMETHOXYTHIOPHENOL 99+%	10.00 g
19718-36-6	POTASSIUM OSMATE DIHYDRATE HIGHLY TOXIC; HYGROSCOPIC	100.00 mg
1972-28-7	DIETHYL AZODICARBOXYLATE 98% BRN 908662; EINECS 217-821-7; HARMFUL /I	25.00 g
1972-28-7	DIETHYL AZODICARBOXYLATE 95% DEPROTECTION REAGENT; LIGHT SENSITIVE; RE	25.00 g
19728-41-7	2-TERT-BUTYLTHIOPHENOL 80% BRN 1933593; HARMFUL / IRRITANT / STENCH; T	5.00 g
1973-22-4	1-BROMO-2-ETHYLBENZENE	5.00 G
19746-37-3	BOC-CYS(ACM)-OH	5.00 G
19752-55-7	1-BROMO-3,5-DICHLOROBENZENE	5.00 G
19755-53-4	2-BROMO-3-NITROPYRIDINE	1.00 G
19766-89-3	SODIUM 2-ETHYLHEXANOATE	250.00 G
19771-63-2	(-)-2-OXO-4-THIAZOLIDINECARBOXYLIC ACID	1.00 G
19771-63-2	(+)-2-OXO-4-THIAZOLIDINECARBOXYLIC ACID 97% AN INTERMEDIATE IN THE TOT	1.00 g
19780-25-7	2-ETHYLCROTONALDEHYDE >95% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PACKAG	25.00 ml
1978-38-7	2-FLUORO-N-METHYLANILINE	25.00 G
197958-29-5	PYRIDIN-2-YLBORONIC ACID	500.00 MG
19798-81-3	2-AMINO-6-BROMOPYRIDINE	5.00 g
19810-31-2	BENZYLOXYACETYL CHLORIDE	25.00 G
19810-31-2	BENZYLOXYACETYL CHLORIDE 95% COMMONLY EMPLOYED REAGENT FOR ASYMMETRIC	25.00 g
19819-95-5	2-CHLOROPHENETHYL ALCOHOL	1.00 G
19829-31-3	3'-BROMOPROPIOPHENONE	25.00 G
19832-98-5	4-METHYL-1-TETRALONE	5.00 G
19847-12-2	PYRAZINECARBONITRILE	10.00 G
19853-09-9	2-PHENYLBENZYL BROMIDE	5.00 G
19853-09-9	2-PHENYLBENZYL BROMIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
198-55-0	PERYLENE 99+% AVAILABLE IN USA AND EUROPE	1.00 g
1986-47-6	TRANS-2-PHENYLCYCLOPROPYLAMINE HYDROCHLORIDE 97%	1.00 g
1988-88-1	3,5-DI-TERT-BUTYL-4-HYDROXYBENZONITRILE	25.00 G
1989-53-3	2,6-DIMETHOXYBENZOYL CHLORIDE	25.00 G

199296-61-2	2-FLUORO-5-(TRIFLUOROMETHYL)BENZYLAMINE	1.00 G
19955-99-8	3-VINYLBENZALDEHYDE	5.00 G
19961-27-4	N-ETHYLISOPROPYLAMINE 98% CORROSIVE; FLAMMABLE LIQUID	5.00 ml
19961-27-4	N-ETHYLISOPROPYLAMINE	25.00 ML
19962-04-0	3-AMINOPHENYL N,N-DIMETHYL CARBAMATE 97%	1.00 g
1996-41-4	2-CHLORO-4-FLUOROPHENOL 98+% BRN 1861277; EINECS 217-876-7; HARMFUL /	5.00 g
19968-85-5	1-AMINOMETHYL-1-CYCLOHEXANOL HYDROCHLORIDE 98%	5.00 g
19978-61-1	[1,2-BIS(DIPHENYLPHOSPHINO)ETHANE]DICHLOROPALLADIUM(II)	1.00 G
20007-72-1	3,4,8,8A-TETRAHYDRO-8A-METHYL-1,6(2H,7 H)-NAPHTHALENEDIONE	10.00 G
20017-67-8	3,3-DIPHENYL-1-PROPANOL 98%	10.00 g
20039-37-6	PYRIDINIUM DICHROMATE	500.00 G
20069-40-3	3-METHYLMERCAPTO-5-MERCAPTO-1,2,4-THIADIAZOLE 98%	25.00 g
2008-58-4	2,6-DICHLORO BENZAMIDE 97%	100.00 g
2008-75-5	1-(2-CHLOROETHYL)PIPERIDINE MONOHYDROCHLORIDE 98% IRRITANT	100.00 g
2009-83-8	6-CHLORO-1-HEXANOL 96%	25.00 g
2016-57-1	DECYLAMINE	5.00 G
20173-24-4	3-(2-AMINOETHYL)PYRIDINE	1.00 G
20194-18-7	SODIUM BENZYLOXIDE	25.00 ML
202289-38-1	[BIS(2-METHOXYETHYL)AMINO]SULFUR TRIFLUORIDE	5.00 g
20244-61-5	2,4,4,6-TETRABROMO-2,5-CYCLOHEXADIENONE	5.00 G
20260-53-1	NICOTINOYL CHLORIDE HYDROCHLORIDE	25.00 G
20260-53-1	NICOTINOYL CHLORIDE HYDROCHLORIDE 97% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
2026-24-6	DEHYDROABIETYLAMINE ACETATE 85% IRRITANT; TECH	10.00 g
20263-06-3	DL-2-AMINO-3-PHOSPHONOPROPIONIC ACID	1,000.00 MG
20277-69.4	METHANESULPHINIC ACID SODIUM SALT 97% BRN 3565430; EINECS 243-669-6; H	5.00 g
20289-44-5	4-AMINOPYRAZOLO[3,4-D]PYRIMIDINE	1.00 G
20312-36-1	L-3-PHENYL LACTIC ACID	5.00 G
20323-74-4	ETHYL 2-AMINO-4,5-DIMETHOXYBENZOATE 98% BRN 2646663; EINECS 243-732-8	1.00 g
20328-15-8	ETHYL 3-METHYLISOXAZOLE-4-CARBOXYLATE	5.00 G
2033-24-1	2,2-DIMETHYL-1,3-DIOXANE-4,6-DIONE	25.00 G
2033-24-1	ISOPROPYLIDENE MALONATE 98% BRN 117310; EINECS 217-992-8; IRRITANT / K	25.00 g
2033-30-9	5,6-DIMETHYL-2-BENZIMIDAZOLINONE 96% BRN 139589; EINECS 217-993-3	1.00 g
20353-93-9	GOLD'S REAGENT	5.00 G
2037-31-2	3-CHLOROTHIOPHENOL	100.00 G
2037-31-2	3-CHLOROBENZENETHIOL 97% CORROSIVE; LACHRYMATOR	10.00 g
2038-57-5	3-PHENYLPROPYLAMINE	5.00 G
2038-57-5	3-PHENYL-1-PROPYLAMINE	10.00 G
2039-67-0	3-METHOXYPHENETHYLAMINE	5.00 G
2039-82-9	4-BROMOSTYRENE	5.00 G
2039-88-5	2-BROMOSTYRENE	1.00 G
20417-61-2	ETHYL 2-FORMYL-1-CYCLOPROPANECARBOXYLATE	5.00 G
20430-33-5	4-CYANOBENZYL-TRIPHENYLPHOSPHONIUM CHLORIDE	10.00 G
2043-61-0	CYCLOHEXANECARBOXALDEHYDE	100.00 G
2043-61-0	CYCLOHEXANECARBOXALDEHYDE 98% IRRITANT; LACHRYMATOR	25.00 g
20451-53-0	PHENYL VINYL SULFOXIDE	5.00 G
2046-18-6	4-PHENYLBUTYRONITRILE	25.00 G
204841-19-0	3-ACETYLBENZENE BORONIC ACID	1.00 G
2049-80-1	DIETHYL ALLYLMALONATE	25.00 ML
20503-40-6	6-AMINO-1H-1LAMBDA6-BENZO(B)THIOPHENE-1,1-DIONE	2.00 G
2051-18-5	4-ISOPROPYLBENZYL CHLORIDE	5.00 G
2051-28-7	DECAHYDROQUINOLINE	25.00 G
2059-76-9	4-IODOPHENYL ISOTHIOCYANATE 98% A 10% DISCOUNT IS APPLIED TO ANY ORDER	25.00 g
20607-43-6	SODIUM 2-PROPANETHIOLATE APPROX 97% BRN: 3618618; INTERMEDIATE FOR THE	10.00 g
20624-25-3	SODIUM DIETHYLDITHIOCARBAMATE TRIHYDRATE	100.00 G
2062-78-4	PIMOZIDE	500.00 MG
20628-06-2	2'-HYDROXY-4',5'-DIMETHOXYACETOPHENONE	5.00 G
206551-43-1	5-ACETYLTHIOPHENE-2-BORONIC ACID	1.00 G
20662-53-7	4-(2-KETO-1-BENZIMIDAZOLINYL)PIPERIDINE 98%	1.00 g
20667-12-3	SILVER(I) OXIDE 99% EC NUMBER: 2439571; RTECS: VW4900000	10.00 g
20667-12-3	SILVER(I) OXIDE	10.00 G
20667-12-3	SILVER (I) OXIDE 99+% BLACK PWDR	10.00 g
2067-33-6	5-BROMOVALERIC ACID 97%	10.00 g
20717-86-6	CHLOROTITANIUM TRIISOPROPDXIDE	100.00 G
20734-58-1	PROTON-SPONGE(R) BRN: 396782; EC NUMBER: 2440016; IRRITANT; LIGHT-SEN	50.00 g
20734-58-1	1,8-BIS(DIMETHYLAMINO)NAPHTHALENE 98+% BRN 396782; EINECS 244-001-6; H	50.00 g
20734-58-1	PROTON-SPONGE(R)	50.00 G
20769-85-1	2-BROMO-2-METHYLPROPIONYL BROMIDE 98%	25.00 g

20780-76-1	5-iodoisatin	0.00
20781-20-8	2,4-dimethoxybenzylamine	25.00 ML

20781-21-9	2,4-DIMETHOXYBENZYLAMINE HYDROCHLORIDE 97%	25.00 g
20781-22-0	2,6-DIMETHOXYBENZYLAMINE	1.00 G
20794-07-4	Z-HIS(BZL)-OH	1.00 G
207986-25-2	ALPHA-BROMO-4-(DIETHYLAMINO)ACETOPHENONE 99% IRRITANT	5.00 g
2079-89-2	BETA-AMINOPROPIONITRILE MONOFUMARATE SALT	5.00 G
20806-43-3	Z-SER(BZL)-OH	1.00 G
2081-44-9	TETRAHYDRO-2H-PYRAN-4-OL APPROX 95% PRACT; PURITY ASSAY METHOD: GAS CH	5.00 ml
20816-12-0	OSMIUM TETROXIDE 4 WT % SOLUTION IN WATER; EC NUMBER: 2440587; HIGHLY	10.00 ml
20816-12-0	OSMIUM TETROXIDE 4 WT % SOLUTION IN WATER; HIGHLY TOXIC; OXIDIZER; PA	10.00 ml
20845-16-3	L-GLUTAMIC ACID DIALLYL ESTER P-TOLUENESULFONATE SALT	10.00
20866-46-0	BOC-HIS(BOC)-OH	25.00 G
20866-48-2	BOC-TYR(BOC)-OH	5.00 G
20898-44-6	BOC-HIS(BZL)-OH	25.00 G
2094-72-6	1-ADAMANTANECARBONYL CHLORIDE 95% CORROSIVE; LACHRYMATOR	5.00 g
2094-99-7	3-ISOPROPENYL-ALPHA,ALPHA-DIMETHYLBENZYL ISOCYANATE	25.00 ML
2094-99-7	3-ISOPROPENYL-ALPHA,ALPHA-DIMETHYLBENZYL ISOCYANATE 95% HIGHLY TOXIC;	250.00 ml
20980-22-7	1-(2-PYRIMIDYL)PIPERAZINE	25.00 G
20984-82-1	3-(DIETHYLAMINO)PYRROLIDINE	5.00 G
20986-40-7	ETHYL 5-BROMONICOTINATE	25.00 G
20989-17-7	(S)-(+)-2-PHENYLGLYCINOL	5.00 G
20989-17-7	(S)-(+)-2-PHENYLGLYCINOL 97% BRN 3196190; IRRITANT/ AIR SENSITIVE; RE	1.00 g
21018-13-3	2-ETHOXYBENZHYDRAZIDE	5.00 G
2103-88-0	2-MERCAPTO-4-PHENYLTHIAZOLE BRN 128288; EINECS 218-274-7; RTECS XJ512	5.00 g
2103-99-3	2-AMINO-4-(4-CHLOROPHENYL)THIAZOLE	1.00 G
21043-40-3	1-CYCLOPENTYLPIPERAZINE	5.00 G
2106-05-0	5-CHLORO-2-FLUOROANILINE >96% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PAC	5.00 g
210880-92-5	CLOTHIANIDIN	200.00 MG
21124-13-0	3-METHYL-1-P-TOLYLTRIAZENE 98% TOXIC	1.00 g
21132-76-3	BEHENOYL CHLORIDE APPROX 98% APPROX 99% FATTY ACID PURITY; SEALED AMPU	1.00 g
2113-57-7	3-BROMOBIPHENYL	1.00 G
2114-00-3	2-BROMOPROPIOPHENONE 97% IRRITANT; LACHRYMATOR	100.00 ml
21169-71-1	ISOXAZOLE-5-CARBOXYLIC ACID	1.00 G
21190-87-4	E-BROMOPICOLINIC ACID 99% IRRITANT	1.00 g
21205-91-4	9-BBN DIMER	5.00 G
21209-51-8	Z-SER-OBZL STORAGE TEMP: -15 DEG C	5.00 g
21286-54-4	(+)-CAMPHOR-10-SULFONYL CHLORIDE	10.00 G
21306-21-8	2,3,4,5,6-HEXACHLORO-2,4-CYCLOHEXADIEN-1-ONE	5.00 G
2130-96-3	BOC-TYR(BZL)-OH	100.00 G
2131-55-7	4-CHLOROPHENYL ISOTHIOCYANATE 98% BRN 471610; EINECS 218-358-3; RTECS	25.00 g
2131-57-9	4-ACETYLPHENYL ISOTHIOCYANATE 98% A 10% DISCOUNT IS APPLIED TO ANY ORD	25.00 g
2131-57-9	4-ACETYLPHENYL ISOTHIOCYANATE	1.00 G
213318-44-6	1-(TERT-BUTOXYCARBONYL)INDOLE-2-BORONIC ACID	25.00 G
2133-40-6	L-PROLINE METHYL ESTER HYDROCHLORIDE	5.00 G
2136-75-6	(TRIPHENYLPHOSPHORANYLIDENE)ACETALDEHYDE	25.00 G
21369-64-2	HEXYLLITHIUM	1.00 L
213697-53-1	2-DICYCLOHEXYLPHOSPHINO-2'-(N,N-DIMETHYLAMINO)BIPHENYL	2.00 G
21406-61-1	N-AMYL TRIPHENYLPHOSPHONIUM BROMIDE	25.00 G
2142-69-0	2'-BROMOACETOPHENONE	25.00 G
214360-73-3	4-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)ANILINE	1.00 G
214360-76-6	3-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)PHENOL	1.00 G
21461-84-7	(5)-(+)-5-OXO-2-TETRAHYDROFURANCARBOXYLIC ACID	1.00 G
2148-56-3	2-AMINO-6-CHLORO BENZOIC ACID 98% EC NUMBER: 2184168; IRRITANT	10.00 g
2150-44-9	METHYL 3,5-DIHYDROXYBENZOATE 97%	100.00 g
2150-47-2	METHYL 2,4-DIHYDROXYBENZOATE	25.00 G
21535-47-7	MIANSERIN HYDROCHLORIDE	250.00 MG
21539-47-9	3-(ETHYLAMINO)PROPIONITRILE 98% CORROSIVE	5.00 ml
215434-25-6	5-(2-METHYLTHIAZOL-4-YL)THIOPHENE-2-SULPHONYL CHLORIDE	2.00 G
21543-49-7	6-CHLOROPYRIDINE-3-METHANOL	5.00 G
21557-09-5	4-(1-PYRROLIDINO)ACETOPHENONE 98+% IRRITANT	25.00 g
2155-94-4	N,N-DIMETHYLALLYLAMINE	25.00 ML
2158-14-7	4-ACETAMIDOBENZENESULFONYL AZIDE	25.00 G
2158-14-7	4-ACETAMIDOBENZENESULFONYL AZIDE 97% DIAZO TRANSFER AGENT; IRRITANT	25.00 g
216019-28-2	3-ISOPROPYLPHENYLBORONIC ACID	5.00 G
216019-28-2	3-ISOPROPYLBENZENE BORONIC ACID	1.00 G
21615-34-9	O-ANISOYL CHLORIDE 97% BRN: 607605; CORROSIVE; EC NUMBER: 2444775; LAC	25.00 g
21615-34-9	O-ANISOYL CHLORIDE	5.00 G
21615-34-9	O-ANISOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	25.00 g

2163-42-0	2-METHYL-1,3-PROPANEDIOL >98% ASSAY METHOD: BY GC; IRRITANT	25.00 ml
216393-67-8	4-CHLORO-2-FLUORO-6-iodoaniline 96% HARMFUL / IRRITANT / LIGHT SENSITI	5.00 g
2168-13-0	2-(DIMETHYLAMINOMETHYL)-3-HYDROXYPYRIDINE 97% IRRITANT	25.00 g

21717-29-3	2-AMINO-6-ETHYLPYRIDINE	3.00 G
21717-96-4	2-AMINO-5-FLUOROPYRIDINE	5.00 g
2174-58-5	(S)-(-)-METHYLSUCCINIC ACID	25.00 G
2179-92-2	TRIBUTYLTIN CYANIDE	10.00 G
2181-42-2	TRIMETHYLSULFONIUM IODIDE	25.00 G
21815-91-8	3-CHLORO(B)BENZOTHIOPHENE-2-CARBONYL CHLORIDE	1.00 G
2185-00-4	2,5-OXAZOLIDINEDIONE 98%	1.00 g
21860-03-7	2,5-DI-TERT-BUTYLANILINE 99% IRRITANT	10.00 g
21886-62-4	4-TERT-BUTYLPHENACYL CHLORIDE	5.00 G
218938-56-8	Z-D-HOMOCIT-OH STORAGE TEMPERATURE: 2-8 DEG C	1.00 g
21900-23-2	3,4-DIMETHYLBENZENE-1-CARBONYL CHLORIDE	1.00 G
21900-51-6	2-CHLORO-5-FLUOROBENZOYL CHLORIDE 97% CORROSIVE / MOISTURE SENSITIVE;	5.00 g
21901-40-6	2-AMINO-4-METHYL-5-NITROPYRIDINE 98% IRRITANT	1.00 g
21921-76-6	4-BROMO-2-FURANCARBOXALDEHYDE	0.00
21921-76-6	4-BROMO-2-FURALDEHYDE	5.00 G
21938-47-6	2,3-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
21966-60-9	(R)-1,2,3,4-TETRAHYDRO-1-NAPHTHYLAMINE 99+% EE 99+%; IRRITANT / AIR SE	5.00 g
2198-59-6	4-AMINODIPHENYLAMINE HYDROCHLORIDE	25.00 G
22002-45-5	2-BROMO-4-METHYLANISOLE	10.00 G
22013-33-8	1,4-BENZODIOXAN-6-AMINE 99% IRRITANT	50.00 g
22037-28-1	3-BROMOFURAN	10.00 G
22047-25-2	ACETILPYRAZINE	25.00 G
22047-25-2	ACETILPYRAZINE 97% BRN 109630; EINECS 244-753-5; IRRITANT; TSCA LISTED	1.00 g
2206-26-0	ACETONITRILE-D3 5G AND 10G IN PRESCORED AMPULES, 25G AND 500 IN SCREW	25.00 g
2206-27-1	DIMETHYL SULFOXIDE-D6	25.00 G
22078-59-7	5-(3-CHLOROPHENYL)FURFURAL	5.00 G
22084-89-5	2-METHYLHYDROCINNAMIC ACID	1.00 G
2210-93-7	1-PHENYLPYPERAZINE HYDROCHLORIDE 99% IRRITANT; TOXIC	25.00 g
22115-41-9	ALPHA-BROMO-O-TOLUNITRILE	5.00 G
22115-41-9	ALPHA-BROMO-O-TOLUNITRILE 98% CORROSIVE; LACHRYMATOR	25.00 g
22118-09-8	BROMOACETYL CHLORIDE	100.00 ML
22128-62-7	CHLOROMETHYL CHLOROFORMATE	10.00 ML
22128-62-7	CHLOROMETHYL CHLOROFORMATE 97% BRN 506426; EINECS 244-793-3; MAY DEVEL	10.00 g
2213-43-6	1-AMINOPYPERIDINE 97% BRN 383565; EINECS 218-666-8; FLAMMABLE / IRRITA	5.00 g
22144-60-1	(R)-(+)-1-PHENYL-1-BUTANOL	1.00 G
2217-40-5	1,2,3,4-TETRAHYDRO-1-NAPHTHYLAMINE	1,165.00 G
2217-41-6	5,6,7,8-TETRAHYDRO-1-NAPHTHYLAMINE	25.00 G
22190-38-1	1-ACETYL-5-BROMOINDOLINE	1.00 G
22195-47-7	2,2-DIMETHYL-1,3-DIOXOLANE-4-METHANAMINE	5.00 G
2219-82-1	2-TERT-BUTYL-6-METHYLPHENOL	5.00 G
22227-26-5	3,5-BIS(TRIFLUOROMETHYL)BENZAMIDE	5.00 G
22236-04-0	2-(DIFLUOROMETHOXY)ANILINE	1.00 G
22236-10-8	4-(DIFLUOROMETHOXY)ANILINE	5.00 G
22237-12-3	3-AMINO-4-METHYLBENZENE BORONIC ACID	1.00 G
22237-12-3	(3-AMINO-4-METHYLPHENYL)BORONIC ACID, HYDROCHLORIDE 96%	1.00 g
22237-12-3	3-AMINO-4-METHYLBENZENE BORONIC ACID 98% IRRITANT	1.00 g
22237-13-4	4-ETHOXYPHENYL BORONIC ACID	5.00 G
22265-37-8	4-METHOXYBENZAMIDINE =>97.0% A METHOD USING BENZAMIDINE SHOULD BE IMPR	100.00 mg
2227-64-7	2-BROMO-3'-NITROACETOPHENONE 97% CORROSIVE; LACHRYMATOR	25.00 g
2227-79-4	THIOBENZAMIDE	100.00
2227-79-4	THIOBENZAMIDE 98% STENCH; TOXIC	50.00 g
22288-78-4	METHYL 3-AMINOTHIOPHENE-2-CARBOXYLATE	25.00 G
22325-27-5	4,6-DIMETHYL-2-MERCAPTOPYRIMIDINE	50.00 G
22325-27-5	2-MERCAPTO-4,6-DIMETHYLPYRIMIDINE 98% IRRITANT	10.00 g
223463-14-7	2-BROMOPYRIDINE-5-BORONIC ACID	1.00 G
2234-82-4	PROPYLMAGNESIUM CHLORIDE	100.00 ML
22374-89-6	1-METHYL-3-PHENYLPROPYLAMINE	25.00 G
22381-53-9	2-CHLOROETHYL P-TOLYL SULPHONE BRN 1107627	1.00 g
22381-54-0	2-(P-TOLUENESULFONYL)ETHANOL	25.00 G
224311-51-7	2-(DI-T-BUTYLPHOSPHINO)BIPHENYL	2.00 G
224311-51-7	2-(DI-T-BUTYLPHOSPHINO)BIPHENYL 99% AIR SENSITIVE; COLORLESS CRYSTAL;	2.00 g
2243-47-2	3-AMINO BIPHENYL	5.00 G
2243-47-2	3-AMINO BIPHENYL PACKAGED IN GLASS BOTTLES	5.00 g
2243-54-1	2-NAPHTHYL ISOCYANATE	1.00 G
2243-81-4	NAPHTHALENE-1-CARBOXAMIDE 98% BRN 2044731	5.00 g
2243-82-5	NAPHTHALENE-2-CARBOXAMIDE 98% BRN 1101108; EINECS 218-820-4	2.00 g

2243-82-5	NAPHTHALENE-2-CARBOXAMIDE	2.00 G
2243-83-6	2-NAPHTHOYL CHLORIDE	10.00 G
22483-09-6	AMINOACETALDEHYDE DIMETHYL ACETAL	100.00 ML
22483-09-6	AMINOACETALDEHYDE DIMETHYL ACETAL 99% IRRITANT	25.00 ml

2251-65-2	3-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 98% CORROSIVE; MOISTURE-SENSITIVE	5.00 ml
2251-65-2	3-(TRIFLUOROMETHYL)BENZOYL CHLORIDE	25.00 ML
2252-63-3	N-(4-FLUOROPHENYL)PIPERAZINE	10.00 G
2252-63-3	1-(4-FLUOROPHENYL)PIPERAZINE	10.00 G
2252-63-3	1-(4-FLUOROPHENYL)PIPERAZINE 98% HIGHLY TOXIC; IRRITANT	10.00 g
22526-47-2	(S)-3,3-DIMETHYL-2-BUTYLAMINE 99+% EE 99+%; HIGHLY FLAMMABLE / CORROSI	25.00 g
2253-73-8	ISOPROPYL ISOTHIOCYANATE	25.00 ML
22572-33-4	S-BENZYL CYSTEAMINE HYDROCHLORIDE	5.00 G
22577-15-7	3-ALLYLOXYPROPIONIC ACID	10.00 G
22581-05-1	ACETIC ACID 1-CYANO-2-PROPENYL ESTER	5.00 G
22800-30-2	METHYL 5-AMINO-2-FUROATE	1.00 G
22607-75-6	4-AZATRICYCLO[4.3.1.1(3,8)]UNDECAN-5-ONE	250.00 MG
2265-93-2	2,4-DIFLUORO-1-IODOBENZENE 98% IRRITANT	25.00 g
22661-87-6	1-METHYLGUANIDINE HYDROCHLORIDE 98% HYGROSCOPIC; IRRITANT	5.00 g
2267-23-4	2-NITRO-4-(TRIFLUOROMETHOXY)ANILINE	5.00 G
2270-20-4	5-PHENYLVALERIC ACID	5.00 G
22717-57-3	METHYL 5-METHYLSALICYLATE	1.00 G
22720-75-8	2-ACETYL BENZO[B]THIOPHENE	25.00 G
22737-36-6	O-(TRIMETHYLSILYL)HYDROXYLAMINE	5.00 G
22737-37-7	N,O-BIS(TRIMETHYLSILYL)HYDROXYLAMINE =>97.0% BRN: 1920452; EC NUMBER:	5.00 ml
2274-42-2	METHANESULPHONYLACETONITRILE	10.00 G
2274-58-0	Z-ORN(Z)-OH	5.00 G
22763-65-1	1[2-PIPERADIN-1-YL-ETHYL]PIPERAZINE	5.00 G
2279-15-4	Z-TRP-OH	5.00 G
22838-58-0	BOC-D-VAL-OH	25.00 G
22838-58-0	BOC-D-VAL-OH STORAGE TEMPERATURE: RT	5.00 g
2284-20-0	4-METHOXYPHENYL ISOTHIOCYANATE 97% BRN 606967; CORROSIVE / HARMFUL / L	50.00 g
22924-15-8	3-ETHOXYBENZALDEHYDE	5.00 G
22934-41-4	QUINOLINE-5-CARBOXALDEHYDE	1.00 G
2293-75-6	2-METHOXYPHENYL CHLOROFORMATE	5.00 g
22948-94-3	1-ACETYL-3-INDOLECARBOXALDEHYDE	5.00 G
22996-18-5	4-CHLORO-2-NITROBENZYL ALCOHOL	5.00 G
2304-94-1	Z-BETA-ALA-OH	25.00 G
2304-96-3	Z-ASN-OH	25.00 G
2305-59-1	4,4-DIMETHYL-2-IMIDAZOLINE 97% IRRITANT	5.00 g
2307-00-8	4-AMINO-N-METHYLPHTHALIMIDE	1.00 G
23074-10-4	5-ETHYL-2-FURALDEHYDE	1.00 G
23095-31-0	3,4-DIMETHOXYBENZENESULFONYL CHLORIDE	1.00 G
23095-31-0	3,4-DIMETHOXYBENZENESULFONYL CHLORIDE 98% CORROSIVE; MOISTURE-SENSITIV	5.00 g
23133-37-1	1-PROPYL-4-PIPERIDONE	100.00 G
23138-50-3	4-ETHYLPHENYL ISOCYANATE	5.00 G
23138-50-3	4-ETHYLPHENYL ISOCYANATE 97% BRN 971100; EINECS 245-446-9; TOXIC / IRR	5.00 g
23138-55-8	3-BROMOPHENYL ISOCYANATE	5.00 G
23138-58-1	3-ETHYLPHENYL ISOCYANATE	5.00 G
23138-64-9	3-ACETYLPHENYL ISOCYANATE	1.00 G
2314-97-8	TRIFLUOROMETHYL IODIDE	100.00 G
2315-36-8	2-CHLORO-N, N-DIETHYLACETAMIDE	25.00 G
2315-86-8	3-BROMO-4-HYDROXYBENZONITRILE	25.00 G
23159-07-1	1-(3-AMINOPROPYL)PYRROLIDINE	5.00 G
231953-38-1	3-FLUORO-4-(TRIFLUOROMETHYL)BENZONITRILE	5.00
23234-80-2	N-ACETYL-DL-PROPARGYL-GLYCINE	1.00
23294-41-9	[R-(R*,R*)]-(+)-BIS(ALPHA-METHYLBENZYL)AMINE	1.00 G
23314-06-9	N'TERT-BUTYL-N,N-DIMETHYLFORMAMIDINE	5.00 G
23351-09-9	4-(1 H-PYRROL-1-YL)PHENOL 97% IRRITANT	5.00 g
23356-96-9	(S)-(+)-2-PYRROLIDINEMETHANOL	5.00 G
23364-44-5	(1S,2R)-(+)-2-AMINO-1,2-DIPHENYLETHANOL 99%	5.00 g
23384-72-7	3',4'-DIFLUOROPROPIOPHENONE	5.00 G
2338-75-2	4-(TRIFLUOROMETHYL)PHENYLACETONITRILE	5.00 G
2339-78-8	1,2-DICHLORO-4-FLUORO-5-NITROBENZENE 95% IRRITANT	5.00 g
23468-31-7	6-CHLOROPIPERONYL CHLORIDE 96% CORROSIVE; LACHRYMATOR	5.00 g
23468-31-7	6-CHLOROPIPERONYL CHLORIDE 99+%	10.00 g
2349-58-8	4,5-DIPHENYL-2-IMIDAZOLETHIOL 97%	5.00 g
23519-77-9	ZIRCONIUM(IV)N-PROPOXIDE 23-28% FREE ALCOHOL; HAZ; MOISTURE SENSITIVE	250.00 g
2356-16-3	TRIETHYL 2-FLUORO-2-PHOSPHONOACETATE	5.00 G
2357-47-3	4-FLUORO-3-(TRIFLUOROMETHYL)ANILINE	5.00 G
23583-21-3	N-BENZYL-3-AMINOPROPIONIC ACID ETHYL ESTER	500.00 ML
23585-00-4	1-METHYL-1H-IMIDAZOLE-5-CARBOHYDRAZIDE	250.00 G

23586-53-0	THALLIC TRIFLUOROACETATE	25.00 G
23593-75-1	CLOTRIMAZOLE	5.00 G
2361-27-5	THIOPHENE-2-CARBOXYLIC HYDRAZIDE	5.00

2361-27-5	2-THIOPHENECARBOXYLIC HYDRAZIDE	5.00 G
23680-31-1	BOC-SER(BZL)-OH	5.00 G
2369-19-9	2-FLUORO-5-METHYLPYRIDINE	5.00 G
23730-69-0	N-(2-AMINOETHYL)-N-ETHYL-M-TOLUIDINE >98% ASSAY METHOD: BY GC AND TITR	25.00 g
2373-80-0	3,4-(METHYLENEDIOXY)CINNAMIC ACID	25.00 G
2380-36-1	3,5-DI-TERT-BUTYLANILINE 98% IRRITANT	1.00 g
23806-24-8	3-METHYL-2-THIOPHENECARBOXYLIC ACID 98%	5.00 g
23814-12-2	1H-1,2,3-BENZOTRIAZOLE-5-CARBOXYLIC ACID	1.00 G
2386-33-6	4-ACETYL-3,5-DIMETHYL-2-PYRROLECARBOXYLIC ACID	10.00 G
2386-60-9	1-BUTANESULFONYL CHLORIDE	5.00 G
2386-64-3	ETHYLMAGNESIUM CHLORIDE	100.00 ML
23877-12-5	TERT-BUTYL 2-BROMOISOBUTYRATE	50.00
23894-12-4	6-AMINO-1-NAPHTHOL 90+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	5.00 g
2389-45-9	N-ALPHA-T-BOC-N-EPSILON-CBZ-L-LYSINE FREE ACID	25.00 g
2389-60-8	Z-LYS(BOC)-OH	10.00 g
2389-60-8	Z-LYS(BOC)-OH	5.00 G
23915-07-3	2,4-DIFLUOROBENZYL BROMIDE	25.00 G
2393-23-9	4-METHOXYBENZYLAMINE	25.00 G
2393-23-9	4-METHOXYBENZYLAMINE 98+% BRN 508206; CORROSIVE / AIR SENSITIVE; EINEC	25.00 g
2396-68-1	4-TERT-BUTYLTHIOPHENOL	25.00 G
2396-68-1	4-TERT-BUTYLTHIOPHENOL >97% ASSAY METHOD: BY GC; HARMFUL; STENCH	5.00 g
23978-09-8	4,7,13,16,21,24-HEXAOXA-1,10-DIAZABICYCLO[8.8.8]HEXACOSANE	1.00 G
23978-55-4	1,4,10,13-TETRAOXA-7,16-DIAZACYCLOOCTADECANE	250.00 MG
2398-37-0	3-BROMOANISOLE 98+%	25.00 g
2401-24-3	2-CHLORO-5-METHOXYANILINE	5.00 G
2402-77-9	2,3-DICHLOROPYRIDINE	10.00 G
24032-84-6	4-(TRIFLUOROMETHYLTHIO)PHENYL ISOCYANATE	1.00 G
2403-89-6	1,2,2,6,6-PENTAMETHYL-4-PIPERIDINOL	250.00 G
24057-28-1	PYRIDINIUM TOLUENE-4-SULFONATE	25.00 G
24057-28-1	PYRIDINIUM P-TOLUENESULFONATE 98%	25.00 g
24057-28-1	PYRIDINIUM P-TOLUENESULFONATE 98% EFFICIENT CATALYST FOR THE PREPARATI	5.00 g
24075-34-1	4-FLUOROPHENYL ISOCYANIDE	1.00 G
2407-68-3	3-(DIMETHYLAMINO)ACRYLONITRILE	25.00 G
2409-55-4	2-TERT-BUTYL-4-METHYLPHENOL	100.00 G
2416-94-6	2,3,6-TRIMETHYLPHENOL 95% CORROSIVE	25.00 g
2417-72-3	METHYL 4-(BROMOMETHYL)BENZOATE 98% CORROSIVE; LACHRYMATOR	25.00 g
24214-73-1	CYCLOHEXYLHYDRAZINE HYDROCHLORIDE >98% ASSAY METHOD: BY TITRIMETRIC AN	1.00 g
24250-85-9	4-IODO-L-PHENYLALANINE	1.00 G
24250-85-9	H-PHE(4-I)-OH	5.00 G
24279-39-8	2,6-DICHLORO-4-(TRIFLUOROMETHYL)ANILINE	25.00 G
24279-39-8	2,6-DICHLORO-4-(TRIFLUOROMETHYL)ANILINE 99%	5.00 g
24279-39-8	2,6-DICHLORO-4-(TRIFLUOROMETHYL)ANILINE 99% IRRITANT	5.00 g
24295-03-2	2-ACETYLTHIAZOLE COE NO 4041; KOSHER; NATURE IDENTICAL; ONLY KOSHER W	25.00 g
24317-94-0	2-N-AMYLACETOACETIC ACID ETHYL ESTER >95% ASSAY METHOD: BY GC	25.00 ml
2432-14-6	2,6-DIBROMO-4-METHYLPHENOL 98% IRRITANT	5.00 g
24324-17-2	9-FLUORENYLMETHANOL 98%	5.00 g
24324-17-2	9-FLUORENEMETHANOL 99% N-PROTECTING REAGENT FOR USE IN PEPTIDE SYNTHES	10.00 g
24327-08-0	ENDO-BICYCLO[2.2.2]OCT-5-ENE-2,3-DICARBOXYLIC ANHYDRIDE	1.00 G
24332-20-5	METHOXYACETALDEHYDE DIMETHYL ACETAL	25.00 ML
24370-25-0	2-BENZIMIDAZOLYLUREA 98%	5.00 g
2437-17-4	8-HYDROXY-1-NAPHTHOIC ACID	25.00 G
2438-32-6	(+)-CHLORPHENIRAMINE MALEATE SALT	1.00 G
2439-35-2	2-(DIMETHYLAMINO)ETHYL ACRYULATE	5.00 ML
2439-77-2	2-METHOXYBENZAMIDE 98+%	5.00 g
24422-15-9	3,4,5-TRICHLOROTHIOPHENE-2-CARBONYL CHLORIDE	5.00
24424-99-5	DI-TERT-BUTYL DICARBONATE 99% BRN: 1911173; EC NUMBER: 2462401; REAGEN	50.00 g
24424-99-5	DI-TERT-BUTYL DICARBONATE	25.00
24424-99-5	BOC ANHYDRIDE	25.00 G
24424-99-5	DI-TERT-BUTYL DICARBONATE 97+% FLAMMABLE SOLID; KEEP COLD	100.00 g
24424-99-5	DI-TERT-BUTYL DICARBONATE 99% REAGENT FOR THE PREPARATION OF T-BOC PRO	50.00 g
24425-40-9	5-AMINOINDAN	1.00 G
2443-66-5	MANDELIC ACID HYDRAZIDE	5.00 G
2444-37-3	(METHYLTHIO)ACETIC ACID 98%	1.00 g
24457-21-4	TERT-BUTYL 2-BROMOBUTYRATE	5.00
2446-83-5	DIISOPROPYL AZODICARBOXYLATE	100.00 G
2446-83-5	DIISOPROPYL AZODICARBOXYLATE 95% BRN: 1912326; CONTAINS <=2% DICHLOROM	5.00 g
	DIISOPROPYL AZODICARBOXYLATE 95% CONTAINS <=2% DICHLOROMETHANE; IRRITA	

2446-81-8	AZODICARBOXYLIC ACID DIMETHYL ESTER	100.00 g
2449-05-0	AZODICARBOXYLIC ACID DIBENZYL ESTER 40% IN DICHLOROMETHANE; PACKAGED	25.00 g
2454-37-7	3-(1-HYDROXYETHYL)ANILINE 98% IRRITANT	25.00 g

24549-06-2	6-ETHYL-O-TOLUIDINE 98+% IRRITANT	100.00 g
24566-79-8	N-(6-BROMOHEXYL)PHTHALIMIDE 97% IRRITANT	1.00 g
24596-18-7	4-CHLORO-2,6-DIMETHYLANILINE	25.00 G
24720-64-7	2-(TRIPHENYLPHOSPHORANYLIDENE)PROPIONALDEHYDE	10.00 G
2472-88-0	TETRABUTYLAMMONIUM SULFATE	500.00 ML
247940-06-3	2-(DICYCLOHEXYLPHOSPHINO)BIPHENYL	2.00 G
247940-06-3	2-(DICYCLOHEXYLPHOSPHINO)BIPHENYL 98% AIR SENSITIVE; TECHNICAL NOTES:	2.00 g
24807-55-4	3-NITRO-1,2,4-TRIAZOLE	1.00 G
2483-46-7	BOC-LYS(BOC)-OH	25.00 G
24835-08-3	2-NITROBENZYLAMINE HYDROCHLORIDE 98%	5.00 g
24850-33-7	ALLYLTRIBUTYL TIN 97% ALLYLATION REAGENT FOR ALDEHYDES CATALYZED BY CHI	5.00 g
24854-43-1	3-MERCAPTO-4-METHYL-1,2,4-TRIAZOLE	50.00 G
24854-43-1	3-MERCAPTO-4-METHYL-4H-1,2,4-TRIAZOLE	25.00 G
2488-15-5	BOC-MET-OH	25.00 G
2488-15-5	BOC-MET-OH STORAGE TEMPERATURE: RT	100.00 g
2491-15-8	N-FORMYLGLYCINE =>98.0% PURITY ASSAY METHOD: ACIDIMETRIC TITRATION; PU	5.00 g
2491-18-1	L-METHIONINE METHYL ESTER HYDROCHLORIDE 98%	5.00 g
2492-26-4	2-MERCAPTOBENZOTHAZOLE SODIUM SALT PACKAGED IN GLASS BOTTLES; WATER	25.00 g
24964-64-5	3-CYANOBENZALDEHYDE	5.00 G
24966-39-0	2,6-DICHLOROBENZENETHIOL 97% IRRITANT; STENCH	25.00 g
24966-39-0	2,6-DICHLOROBENZENETHIOL	25.00 G
24974-75-2	2-NITRO-ALPHA-TOLUENESULFONYL CHLORIDE	1.00 G
2497-91-8	2-CHLORO-3,5-DINITROBENZOIC ACID 97% BRN 2146480; CONTAINS APPROX 20%	100.00 g
25013-16-5	2,(3)-TERT-BUTYL-4-HYDROXYANISOLE	100.00 G
25014-27-1	POLY-GAMMA-BENZYL L-GLUTAMATE	1.00 G
25015-63-8	4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLANE	5.00 ML
25026-34-0	4-CHLOROBENZENEACETYL CHLORIDE 98%	100.00 g
250285-32-6	1,3-BIS(2,6-DI-I-PROPYLPHENYL)IMIDAZOLIUM CHLORIDE >95% CATALYST FOR O	2.00 g
2505-31-9	2,4,6-TRICHLOROPHENYL ISOCYANATE	1.00 G
25054-53-9	PIPERONYLOYL CHLORIDE	1.00 G
2510-23-8	3-ETHYNYLPYRIDINE	1.00 G
2516-33-8	CYCLOPROPYLMETHANOL	250.00 ML
2516-33-8	CYCLOPROPANEMETHANOL 98% BRN 1846846; EINECS 219-735-5; FLAMMABLE / CO	5.00 g
2516-34-9	CYCLOBUTYLAMINE 98% BRN: 2069297; CORROSIVE; EC NUMBER: 2197360; FLAMM	5.00 g
2516-34-9	CYCLOBUTYLAMINE 98% LIQUID; UN NUMBER: UN2733	5.00 g
2516-47-4	CYCLOPROPANEMETHYLAMINE	1.00 G
2516-47-4	AMINOMETHYLCYCLOPROPANE	1.00 G
2516-47-4	(AMINOMETHYL)CYCLOPROPANE	5.00 ML
2516-47-4	CYCLOPROPANEMETHYLAMINE 98+% HIGHLY FLAMMABLE; IRRITANT	25.00 g
2516-47-4	(AMINOMETHYL)CYCLOPROPANE 97% CORROSIVE; FLAMMABLE LIQUID	1.00 ml
2516-99-6	3,3,3-TRIFLUOROPROPIONIC ACID	25.00 ml
25173-37-9	3-(4-METHOXYPHENYL)PROPIONIC ACID 98% AVAILABLE IN USA AND EUROPE	10.00 g
25173-68-6	3-(3,4-DICHLOROPHENYL)PROPIONIC ACID	5.00 G
2521-24-6	4-CHLOROTHIOBENZAMIDE	25.00 G
2524-52-9	ETHYL PICOLINATE	25.00 G
25245-34-5	1-BROMO-2,5-DIMETHOXYBENZENE	5.00 G
2524-64-3	DIPHENYL CHLOROPHOSPHATE 98%	25.00 ml
2524-67-6	4-MORPHOLINOANILINE 98+% IRRITANT	5.00 g
25252-46-4	1,3-DIMETHYL-1H-THIENO[2,3-C]PYRAZOLE-5-CARBOXYLIC ACID	1.00 G
2525-62-4	HEXYL ISOCYANATE	5.00 ML
2528-61-2	HEPTANOYL CHLORIDE	25.00 G
25300-37-2	2-CHLORO-6-METHYLBENZENESULFONYL CHLORIDE 98% BRN 2722659; CORROSIVE	5.00 g
2530-26-9	3-NITROPYRIDINE	5.00
25316-59-0	BENZYLTRI-N-BUTYLAMMONIUM BROMIDE 99% BRN 3776294; EINECS 246-819-9; H	25.00 g
25322-68-3	POLY(ETHYLENE GLYCOL)	250.00 G
25322-68-3	POLYETHYLENE GLYCOL	250.00 G
25322-69-4	POLY(PROPYLENE GLYCOL)	5.00 G
253-52-1	PHTHALAZINE	10.00 G
25360-10-5	TERT-NONYL MERCAPTAN 97+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC;	250.00 ml
2536-91-6	2-AMINO-6-METHYLBENZOTHAZOLE	25.00 G
2537-48-6	DIETHYL (CYANOMETHYL)PHOSPHONATE	0.00
2537-48-6	CYANOMETHYLPHOSPHONIC ACID DIETHYL ESTER	25.00 G
2537-48-6	DIETHYL CYANOMETHYLPHOSPHONATE	25.00 G
2537-48-6	DIETHYL (CYANOMETHYL)PHOSPHONATE 98% CORROSIVE	10.00 g
25395-22-6	(2-CARBAMOYLPHENOXY)ACETIC ACID EXTRA PURE; PACKAGED IN GLASS BOTTLES	25.00 g
25409-39-6	ETHYL 2-ACETOXY-2-METHYLACETOACETATE	5.00 G
25440-14-6	5,10,15,20-TETRAKIS(PENTAFLUOROPHENYL)-21H,23H-PORPHINE	100.00 MG

2547-61-7	TRICHLOROMETHANESULFONYL CHLORIDE >90% ASSAY METHOD: BY TITRIMETRIC AN	5.00 g
2549-93-1	1,4-CYCLOHEXANEBIS(METHYLAMINE)	5.00 G
2550-36-9	(BROMOMETHYL)CYCLOHEXANE 99%	25.00 g

25508-20-7	1,3-BIS(BENZYLOXYCARBONYL)-2-METHYL-2-THIOPSEUDOUREA 98%	5.00 g
25542-62-5	ETHYL 6-BROMOHEXANOATE 99% IRRITANT	25.00 g
25560-00-3	1-(3-AMINOPROPYL)-2-PIPECOLINE	5.00 G
2557-70-2	2-(TRIFLUOROACETYL)PYRROLE	5.00 G
2557-77-9	3-FLUOROTHIOPHENOL	25.00 G
2557-77-9	3-FLUOROTHIOPHENOL 95% BRN 2039302; EINECS 219-876-2; FLAMMABLE / HARM	5.00 g
2557-78-0	2-FLUOROTHIOPHENOL	100.00 G
2557-78-0	2-FLUOROTHIOPHENOL 98%	25.00 g
255836-67-0	RACEMIC-2-(DI-T-BUTYLPHOSPHINO)-1,1'-BINAPHTHYL	1.00 G
255836-67-0	RACEMIC-2-(DI-T-BUTYLPHOSPHINO)-1,1'-BINAPHTHYL 98% WHITE CRYSTAL	250.00 mg
25611-78-3	1,2-DIPHENYLETHYLAMINE	5.00 G
25611-78-3	1,2-DIPHENYLETHYLAMINE 97% IRRITANT	5.00 g
25637-84-7	DIOLEIN	1.00 G
2564-95-6	N,N-DIMETHYLSUCCINAMIC ACID	5.00 G
25658-80-4	5-CHLORO-2,3-DIHYDRO-(1H)-INDOLE	1.00 G
2566-19-0	N-CBZ-GLYCYLGLYCINE CRYSTALLINE; STORAGE TEMPERATURE: 0 DEG C	1.00 g
2566-44-1	2-CYCLOPROPYLETHANOL BRN 2036028; FLAMMABLE; TECH; UN 1987	1.00 g
2567-29-5	4-BROMOMETHYLBIPHENYL	25.00 G
2567-29-5	4-(BROMOMETHYL)BIPHENYL AVAILABLE IN USA AND EUROPE	5.00 g
25691-37-6	BOC-DAB-OH STORAGE TEMPERATURE: RT	5.00 g
2576-47-8	2-BROMOETHYLAMINE HYDROBROMIDE	0.00
2576-47-8	2-BROMOETHYLAMINE HYDROBROMIDE 99% BRN: 3607605; EC NUMBER: 2199242; H	100.00 g
257876-11-2	4-METHYL-2-(2-PYRAZINYL)-1,3-THIAZOLE-5-CARBONYL CHLORIDE 97%	250.00 mg
2579-20-6	1,3-CYCLOHEXANEBIS(METHYLAMINE)	5.00 G
2579-22-8	PHENYLPROPARGYL ALDEHYDE	5.00 G
25796-68-3	3-BROMOTHIOPHENE-2-CARBONYL CHLORIDE	1.00 G
25808-30-4	(METHYLAMINO)ACETONITRILE HYDROCHLORIDE 98% BRN: 3908975; EC NUMBER: 2	25.00 g
2584-71-6	CIS-4-HYDROXY-D-PROLINE	1.00 G
25895-60-7	SODIUM CYANOBOROHYDRIDE	100.00 ML
25895-60-7	SODIUM CYANOBOROHYDRIDE 95% FLAMMABLE SOLID; HIGHLY TOXIC; REAGENT EMP	50.00 g
25900-61-2	3-AMINOBENZOYLMETHYLAMIDE ORIGINAL CATALOG NUMBER: TCA1067-025G; VEND	25.00 g
25909-68-6	POTASSIUM CYANIDE-13C	1.00 G
25912-50-9	3-AMINOCYCLOHEXANECARBOXYLIC ACID >95% ASSAY METHOD: BY TITRIMETRIC AN	5.00 g
2591-86-8	1-FORMYLPYPERIDINE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PACKAGED	25.00 ml
2592-18-9	N-T-BOC-L-THREONINE	25.00
2592-19-0	BOC-LYS(BOC)-ONP 99% STORE AT -0 DEG C	5.00 g
2592-95-2	1-HYDROXYBENZOTRIAZOLE	25.00 G
25952-53-8	1-ETHYL-(3-DIMETHYLAMINOPROPYL)CARBODIIMIDE HYDROCHLORIDE	100.00 G
25952-53-8	1-[3-(DIMETHYLAMINO)PROPYL]-3-ETHYLCARBODIIMIDE HYDROCHLORIDE	25.00
25952-53-8	N-(3-DIMETHYLAMINOPROPYL)-N'-ETHYLCARBODIIMIDE HYDROCHLORIDE	25.00 G
25952-53-8	N'-(3-DIMETHYLAMINOPROPYL)-N-ETHYLCARBODIIMIDE HYDROCHLORIDE	10.00
25952-53-8	1-(3-DIMETHYLAMINOPROPYL)-3-ETHYL-CARBODIIMIDE HYDROCHLORIDE	2.00 G
25952-53-8	1[3-(DIMETHYLAMINO)PROPYL]-3-ETHYLCARBODIIMIDE HYDROCHLORIDE 98+% COU	50.00 g
25978-74-9	METHYL 3-CYANO-4-METHOXYBENZOATE	5.00 G
2605-67-6	METHYL (TRIPHENYLPHOSPHORANYLIDENE)ACETATE	25.00 G
26093-31-2	7-AMINO-4-METHYLCOUMARIN	500.00 MG
2611-82-7	NEW COCCINE	25.00 G
2612-57-9	2,4-DICHLOROPHENYL ISOCYANATE	5.00 G
2613-23-2	3-CHLORO-4-FLUOROPHENOL	10.00 G
2613-23-2	3-CHLORO-4-FLUOROPHENOL 98% IRRITANT	10.00 g
2615-25-0	TRANS-1,4-CYCLOHEXANEDIAMINE	5.00 G
26177-44-6	4-BROMOBENZYLAMINE HYDROCHLORIDE	1.00 G
26177-44-6	4-BROMOBENZYLAMINE HYDROCHLORIDE 98% IRRITANT	5.00 g
2620-50-0	3,4-METHYLENEDIOXYBENZYLAMINE	100.00 G
2620-50-0	PIPERONYLAMINE	25.00 G
2620-50-0	PIPERONYLAMINE 97% BRN: 136996; EC NUMBER: 2200561; IRRITANT	25.00 g
26214-68-6	1-METHYLPYRROLE-2-CARBONYL CHLORIDE 95% CORROSIVE/ MOISTURE SENSITIVE	1.00 g
2622-14-2	TRICYCLOHEXYLPHOSPHINE	5.00 G
2622-14-2	TRICYCLOHEXYLPHOSPHINE MIN 88% AIR SENSITIVE; COLORLESS TO LIGHT YELLO	100.00 g
26250-84-0	(S)-(-)-1-(TERT-BUTOXYCARBONYL)-2-PIPERIDINECARBOXYLIC ACID 98% EE/GL	1.00 g
2627-86-3	(S)-(-)-1-PHENYLETHYLAMINE	25.00 G
2627-86-3	(S)-(-)-ALPHA-METHYLBENZYLAMINE 98% 98% EE/GLC; CORROSIVE; TOXIC	5.00 g
26299-14-9	PYRIDINIUM CHLOROCHROMATE 98% CANCER SUSPECT AGENT; EC NUMBER: 2475955	100.00 g
26299-14-9	PYRIDINIUM CHLOROCHROMATE 98%	25.00 g
2632-13-5	2-BROMO-4'-METHOXYACETOPHENONE	25.00 G
26328-35-8	2,4,5-TRICHLOROPHENYL ISOCYANATE	5.00 G

263396-44-7	H-D-PHE(4-CN)-OH	25.00 G
26340-89-6	L-ARGININE METHYL ESTER DIHYDROCHLORIDE	5.00
26346-85-0	2-BROMO-1-(2,4-DIMETHYLPHENYL)ETHAN-1-ONE	50.00 G
26371-07-3	1-PIPERIDINEPROPIONIC ACID 99% HYGROSCOPIC; IRRITANT	25.00 g

2637-37-8	2-QUINOLINETHIOL 97% IRRITANT	5.00 g
26385-07-9	N-(2-CHLOROETHYL)BENZAMIDE	10.00
26386-88-9	DIPHENYLPHOSPHORYL AZIDE 97% IRRITANT; TOXIC; USED AS THE ACTIVATING A	400.00 g
26386-88-9	DIPHENYLPHOSPHORYL AZIDE 97% BRN: 2058967; EC NUMBER: 2476440; IRRITAN	100.00 g
26412-87-3	SULFUR TRIOXIDE PYRIDINE COMPLEX	100.00 G
26413-58-1	2-CHLORO-6-METHYLPYRIDINE-4-CARBONYL CHLORIDE 95+%	250.00 mg
26446-35-5	MONOACETIN CONTAINS DI-, TRI-, GLYCEROL	25.00 ml
2644-70-4	HYDRAZINE MONOHYDROCHLORIDE	250.00 G
2644-70-4	HYDRAZINE MONOHYDROCHLORIDE 98+% CANCER SUSPECT AGENT; CORROSIVE; EC N	5.00 g
2646-90-4	2,5-DIFLUOROBENZALDEHYDE	5.00 G
2646-91-5	2,3-DIFLUOROBENZALDEHYDE	5.00 G
26496-94-6	ETHYL 4-(BROMOMETHYL)BENZOATE	25.00 G
2650-64-8	Z-GLN-OH	25.00 G
2655-27-8	N-N-PENTYLANILINE	5.00 ML
26628-22-8	SODIUM AZIDE	25.00 G
26628-22-8	SODIUM AZIDE 99% CONVERTS ACID HALIDES INTO THEIR CORRESPONDING ACYL A	100.00 g
26628-67-1	N-METHYL-4,4'-METHYLENEDIANILINE	1.00 G
26628-67-1	N-METHYL-4,4'-METHYLENEDIANILINE 97% IRRITANT	10.00 g
26638-43-7	METHYL 2-(CHLOROSULFONYL)BENZOATE	5.00 G
26690-80-2	TERT-BUTYL N-(2-HYDROXYETHYL)CARBAMATE	5.00 ML
26690-80-2	N-BOC-ETHANOLAMINE APPROX 98% BRN: 2353995; BUILDING BLOCK FOR PHOSPHO	25.00 ml
26690-80-2	TERT-BUTYL N-(2-HYDROXYETHYL)CARBAMATE 98% AMINE PROTECTED, DIFUNCTION	25.00 ml
2670-38-4	3,4-DICHLOROBENZAMIDE	1.00 G
26725-50-8	BENZOTRIAZOLE-4-SULFONIC ACID	5.00 G
26725-51-9	4-HYDROXYBENZOTRIAZOLE	1.00 G
26734-09-8	3-AMINO-2,2-DIMETHYL-1-PROPANOL	25.00 G
26734-09-8	3-AMINO-2,2-DIMETHYL-1-PROPANOL >97% ASSAY METHOD: BY GAS CHROMATOGRAP	5.00 g
2675-89-0	2-CHLORO-N,N-DIMETHYLACETAMIDE =>98.0% PRACT; PURITY ASSAY METHOD: GAS	25.00 ml
26759-46-6	METHYL 2-AMINO-4,5-DIMETHOXYBENZOATE	10.00 G
26759-46-6	METHYL 2-AMINO-4,5-DIMETHOXYBENZOATE =>98.0% PURITY ASSAY METHOD: HPLC	25.00 g
26767-00-0	METHYL 3-(TRIMETHYLSILYLOXY)CROTONATE	10.00 G
26774-88-9	D(-)-2,5-DIHYDROPHENYLGLYCINE	10.00 G
26782-75-2	(S)(-)-2-BROMO-3-METHYLBUTYRIC ACID 96% CORROSIVE; LACHRYMATOR	25.00 g
2682-45-3	2-METHYL-BETA-NAPHTHOTHIAZOLE	10.00 G
26830-96-6	2-AMINO-4-METHYLEENZONITRILE 98% IRRITANT	5.00 g
2683-43-4	2,4-DICHLORO-6-NITROANILINE	25.00 G
2687-43-6	O-BENZYLHYDROXYLAMINE HYDROCHLORIDE =>98.0% BRN: 3687991; EC NUMBER: 2	10.00 g
2687-43-6	O-BENZYLHYDROXYLAMINE HYDROCHLORIDE	5.00 G
2688-48-4	2,5-DIHYDROXYPHENYLACETIC GAMMA-LACTONE	5.00 G
2688-84-8	2-PHENOXYANILINE	250.00 G
2689-65-8	5-IODO-2-FURALDEHYDE	5.00 G
26934-35-0	4-[3-(DIMETHYLAMINO)PROPOXY]BENZALDEHYDE	5.00 G
269410-08-4	PYRAZOLE-4-BORONIC ACID PINACOL CYCLIC ESTER 98%	1.00 g
26961-27-3	2-AMINO-4,5-DIMETHOXYBENZONITRILE	5.00 G
2696-84-6	4-PROPYLANILINE 98% IRRITANT	5.00 g
27019-47-2	BETA-ALANINE BENZYL ESTER P-TOLUENESULFONATE SALT	10.00 G
2706-56-1	2-(2-AMINOETHYL)PYRIDINE	10.00 G
27126-76-7	HYDROXY(TOSYLOXY)IODOBENZENE	5.00 G
2712-78-9	[BIS(TRIFLUOROACETOXY)IODO]BENZENE 97% ALSO EMPLOYED AS A P-FLUORINATI	50.00 g
27129-86-8	3,5-DIMETHYLBENZYL BROMIDE 98% PLEASE ASK FOR BULK PRICES (500G-10KG+)	25.00 g
2713-31-7	2,5-DIFLUOROPHENOL	25.00 G
2713-33-9	3,4-DIFLUOROPHENOL	5.00 G
2713-34-0	3,5-DIFLUOROPHENOL	10.00 G
2713-34-0	3,5-DIFLUOROPHENOL 97% BRN 2078616; HARMFUL / IRRITANT; UN 2811	5.00 g
2713-34-0	3,5-DIFLUOROPHENOL 99% FLAMMABLE SOLID; IRRITANT	1.00 g
271-44-3	INDAZOLE	1.00 G
271-63-6	7-AZAINDOLE	1.00 G
271-63-6	7-AZAINDOLE CRYSTALLINE	10.00 g
271-63-6	7-AZAINDOLE 98%	5.00 g
271-89-6	BENZO[B]FURAN	50.00 G
2719-23-5	2-ACETAMIDOTHIAZOLE 98%	25.00 g
2719-27-9	CYCLOHEXANECARBONYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 g
2725-82-8	1-BROMO-3-ETHYLBENZENE	5.00 G
27292-49-5	3-(4-MORPHOLINO)PHENOL 97% BRN 149989; IRRITANT	1.00 g
27292-49-5	3-MORPHOLINOPHENOL 98%	5.00 g
27311-63-3	1-ISOQUINOLINYL METHANOL	250.00 G
	1H-1,2,3-TRIAZOLO[4,5-B]PYRIDINE	

2736-18-4	3-FORMYLFURAN-2-BORONIC ACID	5.00 G
2736-19-4	3-FORMYLFURAN-2-BORONIC ACID	1.00 G
2736-23-4	2,4-DICHLORO-5-SULFAMOYL BENZOIC ACID 98%	10.00 g
2736-40-5	2-ETHYLBUTYRYL CHLORIDE 97% CORROSIVE; FLAMMABLE LIQUID	5.00 ml

27372-38-9	6-OXO-1,4,5,6-TETRAHYDROPYRIDAZIN-3-CARBOXYLIC ACID 97% IRRITANT	1.00 g
27374-25-0	[(1-ETHOXYCYCLOPROPYL)OXY]TRIMETHYLSILANE	5.00 G
27374-25-0	[(1-ETHOXYCYCLOPROPYL)OXY]TRIMETHYLSILANE 99% BRN: 1924720; FLAMMABLE	5.00 g
2739-97-1	2-PYRIDYLACETONITRILE	5.00 G
274-07-7	CATECHOLBORANE	100.00 ML
2740-83-2	3-(TRIFLUOROMETHYL)BENZYLAMINE	5.00 G
2740-83-2	3-(TRIFLUOROMETHYL)BENZYLAMINE 98% CORROSIVE	25.00 g
274-09-9	1,3-BENZODIOXOLE 99% BRN: 115506; EC NUMBER: 2059920; IRRITANT; RTECS:	10.00 g
2745-49-5	2,5-DICHLOROBENZYL CHLORIDE AVAILABLE IN USA AND EUROPE; EINECS 220-3	5.00 g
2746-14-7	1-METHYLCYCLOPROPANEMETHANOL 98% FLAMMABLE LIQUID	1.00 g
27465-51-6	4'-ETHYLPROPIOPHENONE	25.00 ML
27489-62-9	TRANS-4-AMINOCYCLOHEXANOL 97% HYGROSCOPIC	25.00 g
27492-84-8	METHYL 4-AMINO-2-METHOXYBENZOATE 98%	1.00 g
2751-90-8	TETRAPHENYLPHOSPHONIUM BROMIDE	25.00 G
27532-96-3	GLYCINE TERT-BUTYL ESTER HYDROCHLORIDE 97%	5.00 g
27544-18-9	S(-)-1-(2-NAPHTHYL)ETHANOL	1.00 G
2756-85-6	1-AMINO-1-CYCLOHEXANECARBOXYLIC ACID	100.00 G
2757-23-5	CHLOROCARBONYLSULFENYL CHLORIDE 98% BRN: 506318; CORROSIVE; EC NUMBER:	25.00 g
2757-23-5	CHLOROCARBONYLSULFENYL CHLORIDE	25.00 G
27578-60-5	1-(2-AMINOETHYL)PIPERIDINE	10.00 G
2759-28-6	1-BENZYLPIPERAZINE 98+% BRN 141624; CORROSIVE / STORE UNDER NITROGEN;	50.00 g
27607-77-8	TRIMETHYLSILYL TRIFLUOROMETHANESULFONATE 99% CORROSIVE; FLAMMABLE; HAR	10.00 g
27607-77-8	TRIMETHYLSILYL TRIFLUOROMETHANESULFONATE 99% CORROSIVE; FLAMMABLE LIQU	10.00 g
27643-15-8	1,2,3-THIADIAZOLE-4-CARBALDEHYDE	250.00 MG
2769-72-4	TERT-BUTYL ISOCYANOACETATE	1.00 ML
27710-82-3	(3-DIMETHYLAMINOPROPYL)TRIPHENYLPHOSPHONIUM BROMIDE HYDROBROMIDE =>98.	5.00 g
27721-02-4	1,5-BIS(DIPHENYLPHOSPHINO)PENTANE	1.00 G
27738-96-1	N-(CHLOROCARBONYL) ISOCYANATE CORROSIVE; LACHRYMATOR; REACTS VIOLENTL	5.00 g
27757-85-3	2-THIOPHENEMETHYLAMINE	5.00 G
277756-46-4	1-TRIFLUOROMETHYLCYCLOPROPANE-1-CARBOXYLIC ACID	1.00 G
27829-72-7	ETHYL TRANS-2-HEXENOATE ORIGINAL CATALOG NUMBER: AAA15136-18; VENDOR	50.00 g
2786-62-1	3-METHYL-2(3H)-BENZOTHAZOLONE	5.00 G
2789-92-6	3,5-DICHLOROANTHRANILIC ACID 97% IRRITANT; RTECS: CB2800000	5.00 g
27913-99-1	4-(4-METHYLPIPERAZINO)BENZALDEHYDE	1.00 G
2799-16-8	R(-)-1-AMINO-2-PROPANOL	1.00 G
2799-17-9	(S)(+)-1-AMINO-2-PROPANOL	1.00 G
27996-87-8	2-FLUORO-5-NITROBENZALDEHYDE	1.00 G
28036-91-1	3,4-DICHLOROBENZENE-1-CARBOHYDRAZIDE	1.00 G
280-57-9	1,4-DIAZABICYCLO[2.2.2]OCTANE	100.00 G
28059-64-5	2-BENZYLANILINE 99+% BRN: 2803264; EC NUMBER: 2488063; IRRITANT	10.00 g
280-64-8	9-BBN	100.00 ML
2810-04-0	ETHYL 2-THIOPHENECARBOXYLATE	50.00 G
2814-20-2	2-ISOPROPYL-6-METHYL-4-PYRIMIDINOL	100.00 G
28143-91-1	(1S, 2S)(+)-2-AMINO-1-PHENYL-1,3-PROPANEDIOL 98% CORROSIVE; PRECURSOR	1.00 g
2815-34-1	TRANS-2,5-DIMETHYLPIPERAZINE	5.00 G
28178-42-9	2,6-DIISOPROPYLPHENYL ISOCYANATE 90% TECH	5.00 g
28188-41-2	ALPHA-BROMO-M-TOLUNITRILE 95% CORROSIVE; LACHRYMATOR	50.00 g
282109-83-5	1,3-BIS(2,6-DI-I-PROPYLPHENYL)-4,5-DIHYDROIMIDAZOLIUM TETRAFLUOROBORATE	1.00 G
28230-32-2	3,4-DIHYDRO-3-HYDROXY-4-OXO-1,2,3-BENZOTRIAZINE	10.00 G
28281-49-4	3,4-(METHYLENEDIOXY)PROPIOPHENONE	5.00 G
28286-86-4	2,4-DICHLORO-5-METHYLBENZENESULFONYL CHLORIDE 97% CORROSIVE; MOISTURE-	2.50 g
28314-80-9	2,4,6-TRIFLUOROBENZOIC ACID 98%	25.00 g
28315-93-7	5-HYDROXY-1-TETRALONE 99% IRRITANT; REAGENT FOR THE FLUORESCENCE DETER	5.00 g
2835-68-9	4-AMINOBENZAMIDE	25.00 G
2835-68-9	4-AMINOBENZAMIDE 98% IRRITANT	25.00 g
2835-77-0	2-AMINOBENZOPHENONE	5.00 G
2835-78-1	3-AMINOBENZOPHENONE	5.00 G
2835-95-2	5-AMINO-O-CRESOL EEC NO: 220-618-6; RTECS NO: SJ6090000	25.00 g
2835-96-3	4-AMINO-O-CRESOL PACKAGED IN GLASS BOTTLES	25.00 g
2835-96-3	4-AMINO-O-CRESOL	5.00 g
2835-99-6	4-AMINO-M-CRESOL 97% IRRITANT	5.00 g
28395-03-1	BUMETANIDE	100.00 G
28395-76-8	3-CHLORO-4-METHOXYPHENYL ISOCYANATE	5.00 G
28439-86-3	4-BUTOXYPHENYL ISOCYANATE	5.00 G
28439-86-3	4-BUTOXYPHENYL ISOCYANATE 98% LACHRYMATOR; MOISTURE-SENSITIVE	1.00 g
2845-78-5	4-BROMO-3-PHENYL-1H-PYRAZOL-5-AMINE	1.00 G
	3-(METHYLTHIO)PHENYL ISOCYANATE	

28479-12-8		5.00 G
	3-CHLORO-4-METHYLPHENYL ISOCYANATE	5.00 G
28519-50-8	P-TOLUENETHIOSULFONIC ACID POTASSIUM SALT	25.00 G
28539-02-8	1H-BENZOTRIAZOLE-1-METHANOL 98% IRRITANT	50.00 g

28556-81-2	2,6-DIMETHYLPHENYL ISOCYANATE 99% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
28588-74-1	2-METHYL-3-FURANETHIOL 99% APPROX 90%; BALANCE OXIDIZED COMPOUND	1.00 g
28588-74-1	2-METHYL-3-FURANTHIOL	1.00 G
2859-78-1	4-BROMOVERATROLE	100.00 G
28611-39-4	4-(DIMETHYLAMINO)PHENYLBORONIC ACID	5.00 g
2861-28-1	3,4-(METHYLENEDIOXY)PHENYLACETIC ACID	3.00 G
2863-98-1	4-CYANOPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
2863-98-1	4-CYANOPHENYLHYDRAZINE HYDROCHLORIDE 97% TOXIC / IRRITANT; UN 2811	25.00 g
2863-98-1	4-CYANOPHENYLHYDRAZINE HYDROCHLORIDE 97% IRRITANT	5.00 g
28657-75-2	2'-AMINO-4',5'-ETHYLENEDIOXYACETOPHENONE	10.00 G
2867-20-1	DL-ALA-DL-ALA	1.00 G
28889-08-9	1,5-DICHLORO-2,3-DINITROBENZENE	5.00 G
286961-14-6	(N-TERT-BUTOXYCARBONYL)-1,2,3,6-TETRAHYDROPYRIDINE-4-BORONIC ACID PINACOL ESTER	5.00
28697-53-2	D(-)ARABINOSE MIN 99% ALSO AVAILABLE AS PART OF A KIT; CRYSTALLINE	10.00 g
2873-90-7	4-DIETHYLAMINOBENZONITRILE	5.00
28788-62-7	4-BUTYLBENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
288-13-1	PYRAZOLE	25.00 G
288-13-1	PYRAZOLE 98% BRN: 103775; EC NUMBER: 2060171; IRRITANT; RTECS: UQ49000	100.00 g
288-13-1	PYRAZOLE 98% IRRITANT; TOXIC; USED AS A LIGAND TO PREPARE ORGANOMETALL	5.00 g
288-32-4	IMIDAZOLE	100.00 G
288-32-4	IMIDAZOLE 99% ALSO HAS MANY SYNTHETIC USES; BRN: 103853; EC NUMBER: 20	100.00 g
288-32-4	IMIDAZOLE 99% BRN 103853; CORROSIVE / HARMFUL; EINECS 206-019-2; IN CO	50.00 g
2883-45-6	1,6-HEPTADIEN-4-OL	25.00 G
288-47-1	THIAZOLE	25.00 G
288-47-1	THIAZOLE 99% ERN 103852; EINECS 206-021-3; FLAMMABLE / HARMFUL /AIR S	5.00 g
288-88-0	1,2,4-TRIAZOLE 98% IRRITANT	25.00 g
288-94-8	1 H-TETRAZOLE	1.00
288-94-8	1H-TETRAZOLE 98% NEVER HEAT TO THE VICINITY OF THE MELTING POINT	1.00 g
28897-58-7	2-METHYL-2-HEXENOIC ACID 98%	5.00 g
28900-10-9	2-CHLORO-6-METHYL-3-PYRIDINECARBONITRILE	5.00 G
2895-21-8	N-ISOPROPYL-2-CHLOROACETAMIDE	5.00 G
289-80-5	PYRIDAZINE 98%	5.00 g
28994-41-4	2-HYDROXYDIPHENYLMETHANE 98% AVAILABLE IN USA AND EUROPE	5.00 g
289-95-2	PYRIMIDINE	5.00 G
289-95-2	PYRIMIDINE 99% BRN: 103894; EC NUMBER: 2060260; FLAMMABLE LIQUID; HYGR	5.00 g
289-95-2	PYRIMIDINE 99% FLAMMABLE; HYGROSCOPIC	5.00 g
2900-27-8	BOC-PHG-OH	5.00 G
29022-11-5	FMOC-GLYCINE	5.00 G
29022-11-5	FMOC-GLY-OH	100.00 G
2902-98-9	2-CHLORO-2,2-DIPHENYLACETYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
290-37-9	PYRAZINE	25.00 G
29048-34-8	5-(2-NITROPHENYL)-2-FUROIC ACID 97% IRRITANT	1.00 g
2905-23-9	2-CHLOROBENZENESULFONYL CHLORIDE 98% BRN 974321; CORROSIVE / MOISTURE	25.00 g
2905-23-9	2-CHLOROBENZENESULFONYL CHLORIDE 98% PLEASE ASK FOR BULK PRICES (500G-	25.00 g
2905-25-1	2-BROMOBENZENESULFONYL CHLORIDE 98% PLEASE ASK FOR BULK PRICES (250G-5	25.00 g
2905-62-6	3,5-DICHLOROBENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	1.00 g
2905-65-9	METHYL 3-CHLOROBENZOATE	25.00 G
290-87-9	1,3,5-TRIAZINE	5.00 G
2909-38-8	3-CHLOROPHENYL ISOCYANATE	500.00 G
29096-75-1	2-AMINO-5,6-DIMETHYLBENZIMIDAZOLE 97%	25.00 g
29112-90-1	2,5-DIFLUOROPROPIOPHENONE	5.00 G
29112-90-1	2',5'-DIFLUOROPROPIOPHENONE	5.00 G
29122-68-7	ATENOLOL	5.00 G
2912-62-1	2-CHLORO-2-PHENYLACETYL CHLORIDE 90% CORROSIVE; LACHRYMATOR; TECH	10.00 g
29173-65-7	4-(CHLOROMETHYL)PHENYL ISOCYANATE	5.00 G
2919-23-5	CYCLOBUTANOL	1.00 G
2920-38-9	4-BIPHENYLCARBONITRILE	1.00 G
29214-60-6	N-HEXYLACETOACETIC ACID ETHYL ESTER	25.00 ML
29214-60-6	N-HEXYLACETOACETIC ACID ETHYL ESTER >95% ASSAY METHOD: BY GC	25.00 ml
2923-18-4	SODIUM TRIFLUOROACETATE	100.00 G
2923-22-0	BETA-FLUOROPYRUVIC ACID SODIUM SALT	1.00 G
2923-28-6	SILVER TRIFLUOROMETHANESULFONATE	25.00 G
2924-15-4	2-FLUOROPHENYLHYDRAZINE HYDROCHLORIDE	25.00 G
2924-15-4	2-FLUOROPHENYLHYDRAZINE HYDROCHLORIDE 97% IRRITANT	5.00 g
2924-16-5	3-FLUOROPHENYLHYDRAZINE HYDROCHLORIDE 97% IRRITANT	5.00 g

2926-27-4	POTASSIUM TRIFLUOROMETHANESULFONATE	5.00 G
2935-44-6	2,5-HEXANEDIOL	10.00 G
2941-20-0	ALPHA-ETHYLBENZYLAMINE 97% IRRITANT	10.00 g
2942-42-9	7-NITROINDAZOLE 98% BRN 6809; EINECS 220-934-4; HARMFUL; RTECS NK79622	1.00 g

29427-69-8	3-OXO-1-INDAN CARBOXYLIC ACID 98%	10.00 g
29435-48-1	POLY[R]-3-HYDROXYBUTYRIC ACID]	10.00 G
2947-61-7	4-METHYLBENZYL CYANIDE	25.00 G
29490-19-5	5-METHYL-1,3,4-THIADIAZOLE-2-THIOL	25.00 G
2949-22-6	ETHYL ISOCYANATOACETATE	5.00 G
2949-22-6	ETHYL ISOCYANATOACETATE 95% LACHRYMATOR; MAY CONTAIN UP TO 5% N-(CHLOR	5.00 g
2949-92-0	METHYL METHANETHIOSULFONATE	10.00
2950-43-8	HYDROXYLAMINE-O-SULFONIC ACID	25.00 G
2955-88-6	1-(2-HYDROXYETHYL)PYRROLIDINE	5.00 ML
29559-55-5	2,2-DIMETHYL-1,3-DICHLOROPROPANE	25.00 G
2958-62-5	2,4,6-TRIMETHYLPHENYL ISOCYANATE	5.00 G
29602-39-9	2-(2-AMINOETHYLAMINO)-5-NITROPYRIDINE	10.00 G
29632-74-4	2-FLUORO-4-IODOANILINE	25.00 G
29668-44-8	1,4-BENZODIOXAN-6-CARBOXALDEHYDE	5.00 G
29668-61-9	DIETHYL (1-CYANOETHYL)PHOSPHONATE	5.00 G
29681-45-6	METHYL 5-METHYLNICOTINATE	5.00 G
2968-33-4	3,3,3-TRIFLUOROPROPYLAMINE HYDROCHLORIDE 97%	750.00 mg
29684-56-8	(METHOXYCARBONYLSULFAMOYL)TRIETHYLAMMONIUM HYDROXIDE, INNER SALT	1.00 G
29684-56-8	BURGESS REAGENT	5.00 G
29684-56-8	METHOXYCARBONYLSULFAMOYL-TRIETHYLAMMONIUM HYDROXIDE, INNER SALT =>97.0	5.00 g
2969-81-5	ETHYL 4-BROMOBUTYRATE	50.00 G
29703-01-3	CESIUM HYDROGENCARBONATE 99.9% HYGROSCOPIC	25.00 g
2971-79-1	METHYL ISONIPECOTATE IRRITANT	25.00 ml
29739-88-6	N-P-TOSYL-L-PHENYLALANINYL CHLORIDE 99% CORROSIVE	25.00 g
2975-41-9	2-AMINOINDAN	10.00 g
2978-47-4	DI-TERT-AMYLAMINE	1.00 G
2979-24-0	2-METHOXYCYCLOHEXANOL	10.00 G
29799-07-3	4-(1-ADAMANTYL)PHENOL	250.00 MG
298-12-4	GLYOXYLIC ACID 50% W/W AQ SOLN; BRN 741891; CORROSIVE / KEEP COLD; EI	100.00 ml
298-12-4	GLYOXYLIC ACID APPROX 40% IN WATER; PACKAGED IN GLASS BOTTLES	25.00 ml
298-14-6	POTASSIUM HYDROGENCARBONATE	100.00 G
29823-18-5	7-BROMOHEPTANOIC ACID ETHYL ESTER	5.00 G
29823-18-5	ETHYL 7-BROMOHEPTANOATE 98% IRRITANT	5.00 ml
2984-55-6	2-HYDROXYLAURIC ACID	10.00 G
298-57-7	CINNARIZINE	10.00 G
29858-07-9	MAGNESIUM BROMIDE DIETHYL ETHERATE 99% FLAMMABLE SOLID; LEWIS ACID FOR	25.00 g
2987-53-3	2-(METHYLTHIO)ANILINE	25.00 G
2991-28-8	2,5-DIFLUOROBENZOIC ACID	5.00 G
29943-42-8	TETRAHYDRO-4H-PYRAN-4-ONE	5.00
29943-42-8	TETRAHYDRO-4H-PYRAN-4-ONE 99% BRN: 106463; EC NUMBER: 2499672; EMPLOYE	5.00 g
29943-42-8	TETRAHYDRO-4H-PYRAN-4-ONE 99% EMPLOYED IN WITTIG REACTIONS FOR THE SYN	1.00 g
29988-78-3	2-(4-NITROPHENYL)ETHYLAMINE HYDROCHLORIDE	25.00 G
2999-48-4	ETHYL ISOCYANOACETATE	5.00 G
300-08-3	ARECOLINE HYDROBROMIDE	10.00 G
3004-42-0	5-PHENYL-1,3,4-OXADIAZOLE-2-THIOL 98%	5.00 g
300-57-2	ALLYLBENZENE	25.00 ML
30065-27-1	2-(BENZIMIDAZOLYLTHIO)ACETIC ACID HYDRAZIDE	5.00 G
3006-96-0	4-(HYDROXYMETHYL)BENZOIC ACID	1.00 G
30078-65-0	3-FURONITRILE	5.00
300-87-8	3,5-DIMETHYLISOXAZOLE	2.00 ML
30093-99-3	4,4-DIMETHYL-2-OXAZOLINE	5.00 G
3009-97-0	N-PHENYLGLYCINONITRILE 97%	10.00 g
3010-96-6	22,4,4-TETRAMETHYL-1,3-CYCLOBUTANEDIOL >98% ASSAY METHOD: BY GAS CHRO	25.00 g
30121-98-3	TRICHLOROMETHYL ISOCYANATE	5.00 G
3017-95-6	2-BROMO-1-CHLOROPROPANE 95% IRRITANT	5.00 g
3019-25-8	CYCLOBUTYL METHYL KETONE 98% FLAMMABLE LIQUID	5.00 g
3019-71-4	TRICHLOROACETYL ISOCYANATE	10.00 G
302-01-2	HYDRAZINE 98% ANHYDROUS; AVAILABILITY MAY BE AFFECTED BY REGULATIONS;	50.00 g
3024-72-4	3,4-DICHLOROBENZOYL CHLORIDE	25.00 G
3024-72-4	3,4-DICHLOROBENZOYL CHLORIDE 97% BRN 607485; CORROSIVE / MOISTURE SENS	25.00 g
30273-00-8	2,4-DICHLORO-6-METHYLANILINE 98%	25.00 g
30273-11-1	4-SEC-BUTYLANILINE 98% IRRITANT	25.00 g
3030-47-5	N,N,N',N',N''-PENTAMETHYLDIETHYLENETRIAMINE	250.00 ML
3033-62-3	BIS(2-DIMETHYLAMINOETHYL)ETHER	10.00 G
3034-22-8	2-AMINO-5-BROMOTHIAZOLE MONOHYDROBROMIDE 97%	25.00 g
3034-22-8	2-AMINO-5-BROMOTHIAZOLE MONOHYDROBROMIDE	25.00 G
30379-55-6	BENZYLOXYACETIC ACID	5.00 G

30379-58-9	BENZYL GLYCOLATE 97%	5.00 ml
3040-44-6	1-PIPERIDINEETHANOL	100.00 G
30418-59-8	3-AMINOPHENYLBORONIC ACID	1.00 G

30418-59-8	3-AMINOPHENYLBORONIC ACID CONTAINS VARYING AMOUNTS OF ANHYDRIDE; PACK	1.00 g
30433-91-1	2-THIOPHENEETHYLAMINE	5.00 G
304-88-1	N-BENZOYL-N-PHENYLHYDROXYLAMINE	5.00 G
304-88-1	N-BENZOYL-N-PHENYLHYDROXYLAMINE 98%	5.00 g
305-15-7	2,5-DICHLOROPHENYLHYDRAZINE	5.00 G
30525-89-4	PARAFORMALDEHYDE	100.00 G
30529-70-5	2-CHLORO-6-METHYLNICOTINIC ACID	5.00 G
30529-70-5	2-CHLORO-6-METHYLNICOTINIC ACID 97% IRRITANT	5.00 g
305381-67-3	1-METHYL-1H-1,2,3-BENZOTRIAZOLE-5-CARBOXYLIC ACID	250.00 MG
30544-34-4	2,3-DIBROMOFURAN	5.00 G
305832-67-1	5-CYANTHIOPHENE-2-BORONIC ACID	1.00 G
306-37-6	1,2-DIMETHYLHYDRAZINE DIHYDROCHLORIDE 99+% AVAILABILITY MAY BE AFFECTE	10.00 g
30674-80-7	2-ISOCYANATOETHYL METHACRYLATE	5.00 ML
30674-80-7	2-ISOCYANATOETHYL METHACRYLATE 98% A LATENT CROSS-LINKER FOR RESINS; H	5.00 ml
3068-88-0	BETA-BUTYROLACTONE	50.00 G
306934-93-0	(5-CHLORO-1-BENZOTHIOPHEN-3-YL)METHANOL	1.00 G
306934-98-5	2-(2-THIENYL)-1,3-THIAZOLE-4-CARBONYL CHLORIDE	1.00 G
306935-13-7	3-AMINO-5-[4-(TERT-BUTYL)PHENYL]THIOPHENE-2-CARBOXAMIDE	1.00 G
306937-21-3	5-(5-CHLORO-1,2,4-THIADIAZOL-3-YL)THIOPHENE-2-SULFONYL CHLORIDE	1.00 G
306937-25-7	4,6-DICHLORO-1H-INDOLE-2-CARBONYL CHLORIDE 95%	250.00 mg
30727-18-5	ETHYL 1-METHYLPIPECOLINATE	25.00
30766-03-1	4-BROMOPICOLINIC ACID	5.00 G
30766-22-4	METHYL 5-HYDROXYNICOTINATE	25.00 G
30766-22-4	5-HYDROXYNICOTINIC ACID METHYL ESTER	25.00 G
3087-36-3	TETRAETHYL ORTHOTITANATE	50.00 ML
3087-36-3	TITANIUM(IV) ETHOXIDE BRN: 3678992; EC NUMBER: 2214108; FLAMMABLE LIQ	50.00 g
30922-25-9	ISOINDOLINE	5.00 g
3094-87-9	IRON(II) ACETATE	5.00 G
3095-95-2	DIETHYLPHOSPHONOACETIC ACID	25.00 ML
3096-69-3	4-AMINO-2,2-XYLENOL >97% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; PACKAG	10.00 g
3096-71-7	4-AMINO-2,5-DIMETHYLPHENOL IRRITANT; TECH	10.00 g
30992-29-1	N-T-BOC-ALPHA-METHYLALANINE	25.00 G
30992-29-1	BOC-AIB-OH TLC: CH3CN:CHCL3:ACOH (8:1:1), PURITY =>98%; TLC: CHCL3:ME	25.00 g
3101-60-8	4-TERT-BUTYLPHENYL GLYCIDYL ETHER	100.00 G
31027-31-3	4-ISOPROPYLPHENYL ISOCYANATE	5.00 G
31037-02-2	ETHYL 5-AMINO-1-METHYLPYRAZOLE-4-CARBOXYLATE	5.00 G
3105-95-1	H-HOMOPRO-OH STORAGE TEMPERATURE: RT	1.00 g
31118-87-3	2,4,6-TRICHLOROPHENYLTHIOUREA	1.00 G
31126-95-1	RHODIUM (II) TRIFLUOROACETATE DIMER GREEN PWDR; HYGROSCOPIC	500.00 mg
311-28-4	TETRABUTYLAMMONIUM IODIDE 98%	100.00 g
3114-70-3	1,4-CYCLOHEXANEDIAMINE	25.00 ML
31166-44-6	BENZYL 1-PIPERAZINECARBOXYLATE	5.00 ML
3120-74-9	4-(METHYLTHIO)-M-CRESOL >95% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTR	25.00 g
3121-61-7	ETHYLENE GLYCOL METHYL ETHER ACRYLATE	250.00 ML
31252-42-3	4-BENZYLPIPERIDINE 99% IRRITANT	25.00 g
3125-64-2	3-METHOXYPHENYL ISOTHIOCYANATE 97% BRN 775987; CORROSIVE / HARMFUL / L	25.00 g
3125-64-2	3-METHOXYPHENYL ISOTHIOCYANATE	25.00 G
31277-98-2	BIS[1,2-BIS(DIPHENYLPHOSPHINO)ETHANE]PALLADIUM(0)	1.00 G
312-94-7	2-(TRIFLUOROMETHYL)BENZOYL CHLORIDE >97% ASSAY METHOD: BY GC AND TITRI	25.00 g
31301-45-8	3,5-DIMETHYLISOXAZOLE-4-CARBONYL CHLORIDE	1.00 G
3132-64-7	EPIBROMOHYDRIN	100.00 G
3132-99-8	3-BROMOBENZALDEHYDE	25.00 G
313546-16-6	4-METHOXY-2-(TRIFLUOROMETHYL)PHENYLBORONIC ACID	1.00
3140-92-9	2,4-DIBROMOTHIOPHENE	25.00 G
3140-93-0	2,3-DIBROMOTHIOPHENE	25.00 G
3144-09-0	METHANESULFONAMIDE 97% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC; BR	50.00 g
3144-16-9	(1S)-(+)-10-CAMPORSULFONIC ACID	100.00 G
31469-15-5	METHYL TRIMETHYLSILYL DIMETHYLKETENE ACETAL 95% FLAMMABLE LIQUID; GROU	100.00 g
31511-35-0	TERT-OCTANETHIOL	25.00 ML
31511-35-0	TERT-OCTANETHIOL >85% ASSAY METHOD: BY GC; FLAMMABLE LIQUID; IRRITANT;	25.00 ml
315-30-0	4-HYDROXYPYRAZOLO[3,4-D]PYRIMIDINE 98% TOXIC	5.00 g
3158-26-7	OCTYL ISOCYANATE 97% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
3162-29-6	3',4'-(METHYLENEDIOXY)ACETOPHENONE 98%	25.00 g
3162-96-7	(+)-(4,6-O-BENZYLIDENE)METHYL-ALPHA-D-GLUCOPYRANOSIDE	5.00 G
31845-94-0	2-ACETYL-3-METHYL-4H-1,4-BENZOTHIAZINE 97% IRRITANT	5.00 g
3167-49-5	6-AMINONICOTINIC ACID	5.00 G
3173-53-3	CYCLOHEXYL ISOCYANATE	25.00 G

3173-56-6	BENZYL ISOCYANATE	5.00 G
3173-56-6	BENZYL ISOCYANATE 99% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
3177-80-8	2-AMINO-3-METHOXYBENZOIC ACID 98% IRRITANT	5.00 g

3179-31-5	3-MERCAPTO-1,2,4-TRIAZOLE	25.00 G
3179-31-5	3-MERCAPTO-1,2,4-TRIAZOLE 98% HARMFUL; IRRITANT	5.00 g
3179-63-3	3-DIMETHYLAMINO-1-PROPANOL	100.00
31822-03-4	2-IODOBENZHYDRAZIDE	10.00 G
31823-05-9	1-BENZOFURAN-5-YLMETHANOL	250.00 G
3182-95-4	L-PHENYLALANINOL 98% BRN 2208238; EINECS 221-674-4; IRRITANT; RTECS UA	1.00 g
3188-13-4	CHLOROMETHYL ETHYL ETHER	25.00 G
31938-07-5	3-BROMOPHENYLACETONITRILE	25.00 G
31938-11-1	O-TRITYLHYDROXYLAMINE 95% IRRITANT	1.00 g
31949-21-0	2-BROMO-2'-METHOXYACETOPHENONE	10.00 G
31949-21-0	2-BROMO-2'-METHOXYACETOPHENONE 98% CORROSIVE; LACHRYMATOR	10.00 g
31954-27-5	N-(TERT-BUTOXYCARBONYL)GLYCINE METHYL ESTER 97%	25.00 ml
3196-73-4	BETA-ALANINE METHYL ESTER HYDROCHLORIDE	25.00 G
31968-33-9	1-(3-AMINO-2-THIENYL)ETHAN-1-ONE	1.00 G
32001-55-1	HYDROGEN FLUORIDE-PYRIDINE	25.00 G
32005-36-0	BIS(DIBENZYLIDENEACETONE)PALLADIUM	5.00 G
32005-36-0	BIS(DIBENZYLIDENEACETONE)PALLADIUM (0) AIR SENSITIVE; MOISTURE SENSIT	5.00 g
32005-36-0	BIS(DIBENZYLIDENEACETONE)PALLADIUM 98% AVAILABLE IN USA AND EUROPE	1.00 g
32005-36-0	BIS(DIBENZYLIDENEACETONE)PALLADIUM 98%	5.00 g
32022-38-1	2-(4-CHLORO-2-METHYLPHENOXY)ACETIC ACID HYDRAZIDE	5.00 G
32085-88-4	3,5-DIFLUOROBENZALDEHYDE	5.00 G
3209-22-1	2,3-DICHLORONITROBENZENE 99% IRRITANT	5.00 g
321-23-3	4-BROMO-2-FLUORONITROBENZENE	10.00 G
321309-40-4	5-(1,3-OXAZOL-5-YL)-2-THIOPHENESULFONYL CHLORIDE	1.00 G
32133-82-7	MARTIN SULFURANE DEHYDRATING AGENT	1.00 G
32137-19-2	3,4-DIFLUOROBENZOTRIFLUORIDE	25.00 G
32161-06-1	1-ACETYL-4-PIPERIDONE 94%	5.00 ml
3218-36-8	4-BIPHENYLCARBOXALDEHYDE	25.00 G
3218-49-3	3,4-DICHLOROPHENYLACETONITRILE	25.00 G
32195-55-4	5,10,15,20-TETRAPHENYL-21H,23H-PORPHINE MANGANESE(III) CHLORIDE	500.00 MG
321-97-1	(-)-PSEUDOEPHEDRINE	25.00 G
32213-95-9	L-ASPARTIC ACID DIMETHYL ESTER HYDROCHLORIDE	5.00 G
3222-47-7	6-METHYLNICOTINIC ACID	1.00 G
3222-47-7	6-METHYLNICOTINIC ACID 99% BRN: 112049; IRRITANT	5.00 g
3222-56-8	2-METHYLNICOTINIC ACID 99% BRN: 114333; IRRITANT	1.00 g
32231-06-4	1-PIPERONYLPIPERAZINE 97% BRN 885038; CORROSIVE; EINECS 250-968-5; RTE	25.00 g
32231-06-4	1-PIPERONYLPIPERAZINE	25.00 G
32247-96-4	3,5-BIS(TRIFLUOROMETHYL)BENZYL BROMIDE	5.00 G
32248-43-4	SAMARIUM(II) IODIDE	100.00 ML
32315-10-9	BIS(TRICHLOROMETHYL) CARBONATE	50.00 G
32327-90-5	4-DIMETHYLAMINO-2,2,6,6-TETRAMETHYLPYRIDINE 96% IRRITANT	5.00 g
3234-64-8	1,1-DIETHYLPROPARGYLAMINE 97% CORROSIVE; FLAMMABLE LIQUID	5.00 g
3240-34-4	(DIACETOXYIDO)BENZENE	10.00 G
3240-34-4	IODOBENZENE DIACETATE	25.00 G
3240-34-4	IODOSOBENZENE DIACETATE	100.00 G
3240-34-4	IODOBENZENE DIACETATE BRN: 1879369; EC NUMBER: 2218081; RTECS: DA3525	100.00 g
3240-34-4	IODOBENZENE DIACETATE USEFUL REAGENT FOR THE SYNTHESIS OF A WIDE VARI	5.00 g
32459-62-4	4-ETHOXYPHENYL ISOCYANATE	5.00 ML
32459-62-4	4-ETHOXYPHENYL ISOCYANATE 99% LACHRYMATOR; MOISTURE-SENSITIVE	25.00 ml
32503-27-8	TETRAABUTYLAMMONIUM HYDROGEN SULFATE 98%	25.00 g
3251-69-2	4-IMIDAZOLEACETIC ACID HYDROCHLORIDE	1.00 G
3257-18-9	Z-CYS(BZL)-OH	25.00 G
3261-62-9	2-(P-TOLYL)ETHYLAMINE	1.00 G
3262-72-4	BOC-SER-OH	25.00 G
32634-66-5	DI-P-TOLUOYL-L-TARTARIC ACID	25.00 G
3264-82-2	NICKEL(II) ACETYLACETONATE	25.00 G
3264-82-2	NICKEL(II) ACETYLACETONATE 95% CANCER SUSPECT AGENT; HYGROSCOPIC	5.00 g
3266-23-7	2,3-DIMETHYLOXIRANE	10.00 ML
32673-41-9	4-(HYDROXYMETHYL)IMIDAZOLE HYDROCHLORIDE	5.00 G
3272-08-0	4-HYDROXY-3-NITROBENZONITRILE	25.00 G
32723-67-4	3-METHYLANISALDEHYDE	5.00 ML
327-56-0	D-NORLEUCINE	1.00 G
327-75-3	2,4-BIS(TRIFLUOROMETHYL)BROMOBENZENE	5.00 G
32779-36-5	5-BROMO-2-CHLOROPYRIMIDINE 98+% IRRITANT	1.00 g
327-92-4	1,5-DIFLUORO-2,4-DINITROBENZENE 97% BRN: 1883116; EC NUMBER: 2063240;	10.00 g
3282-30-2	TRIMETHYLACETYL CHLORIDE	100.00 ML
3282-30-2	PIVALOYL CHLORIDE	250.00 ML

3282-30-2	TRIMETHYLACETYL CHLORIDE 99% CORROSIVE; FLAMMABLE LIQUID; WIDELY USED	5.00 ml
32857-62-8	(ALPHA,ALPHA,ALPHA-TRIFLUORO-P-TOLYL)ACETIC ACID 97% IRRITANT	5.00 g
328-73-4	1-iodo-3,5-bis(trifluoromethyl)benzene	5.00 G

328-74-5	3,5-BIS(TRIFLUOROMETHYL)ANILINE	50.00 G
329-01-1	ALPHA,ALPHA,ALPHA-TRIFLUORO-M-TOLYL ISOCYANATE	5.00 G
3290-99-1	4-METHOXYBENZHYDRAZIDE	50.00 G
3291-03-0	3,4,5-TRIMETHOXYBENZHYDRAZIDE	5.00 G
329-15-7	4-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
32953-14-3	3,4-METHYLENEDIOXY-N-ETHYLANILINE	25.00 G
32953-14-3	3,4-METHYLENEDIOXY-N-ETHYLANILINE >97% ASSAY METHOD: BY GC; IRRITANT	25.00 g
329-89-5	6-AMINONICOTINAMIDE	1.00 G
329-97-5	BENZYLTRIMETHYLAMMONIUM FLUORIDE MONOHYDRATE	25.00 G
3300-51-4	4-(TRIFLUOROMETHYL)BENZYLAMINE	10.00 G
3300-51-4	4-(TRIFLUOROMETHYL)BENZYLAMINE 97% IRRITANT	10.00 g
330-14-3	4-(TRIFLUOROMETHYLTHIO)BENZOYL CHLORIDE 97% CORROSIVE / MOISTURE SENSI	1.00 g
33036-62-3	4-BROMO-1-BUTANOL	5.00 G
33036-62-3	4-BROMO-1-BUTANOL HYGROSCOPIC; IRRITANT; LIGHT-SENSITIVE	5.00 g
3303-84-2	BOC-BETA-ALA-OH	25.00 G
33045-52-2	METHYL 2-METHOXY-5-SULFAMOYLBENZOATE EEC NO: 251-358-1	25.00 g
3306-62-5	2-AMINOBENZENESULFONAMIDE	5.00 G
3306-62-5	2-AMINOBENZENESULFONAMIDE 98% IRRITANT; LIGAND AND POTENT INHIBITOR OF	5.00 g
3315-16-0	SILVER CYANATE 99% BRN: 3655040; EC NUMBER: 2220064; LIGHT-SENSITIVE	10.00 g
33184-16-6	5-FLUORO-2-METHYLBENZOIC ACID	25.00 G
3320-83-0	2-CHLOROPHENYL ISOCYANATE	5.00 G
3320-86-3	2-NITROPHENYL ISOCYANATE	5.00 G
33228-44-3	4-PENTYLANILINE 98% IRRITANT	5.00 g
33228-45-4	4-HEXYLANILINE 90% IRRITANT; TECH	5.00 g
33233-67-9	BOC-AMB-OH	1.00 G
3323-72-6	ETHYL 4,6-DI-O-ACETYL-2,3-DIDEOXY-ALPHA-D-ERYTHRO-HEX-2-ENOPYRANOSIDE	5.00 G
3323-73-7	1-BENZYL-3-HYDROXYPYRIDINIUM CHLORIDE	1.00 G
33240-34-5	CYCLOPENTYLMAGNESIUM BROMIDE 2.0 M SOLUTION IN DIETHYL ETHER; CORROSI	100.00 ml
332-43-4	1-(2-CHLOROETHYL)-4-FLUOROBENZENE 97%	5.00 g
332-48-9	4-FLUOROPHENOXY-ETHYLBROMIDE 95% AVAILABLE IN USA AND EUROPE	25.00 g
33252-28-7	2-CHLOROPYRIDINE-5-CARBONITRILE	25.00 G
33252-30-1	2-CHLORO-4-CYANOPYRIDINE	25.00 G
33252-32-3	2-AMINO-4-ETHYLPYRIDINE 97% HARMFUL; IRRITANT	10.00 g
3326-71-4	2-FUROIC ACID HYDRAZIDE	10.00 G
3326-71-4	2-FUROIC HYDRAZIDE	25.00 G
3326-71-4	2-FUROIC ACID HYDRAZIDE ORIGINAL CATALOG NUMBER: AAA13630-18; VENDOR	50.00 g
3326-71-4	2-FUROIC ACID HYDRAZIDE 98+%	50.00 g
33286-22-5	DILTIAZEM HYDROCHLORIDE	1.00 G
333-18-6	ETHYLENEDIAMINE DIHYDROCHLORIDE	5.00 G
333-20-0	POTASSIUM THIOCYANATE	100.00 G
3336-16-1	2-CHLORO-4-HYDROXYBENZONITRILE	5.00 G
3337-71-1	ASULAM 1,000 MICROGRAM/ML SOLUTIONS ARE ALSO AVAILABLE; AMPULE; CONC	1.00 ml
333-93-7	1,4-DIAMINOBUTANE DIHYDROCHLORIDE 97% BRN: 3906680; EC NUMBER: 2063759	25.00 g
3344-77-2	12-BROMO-1-DODECANOL 99%	1.00 g
334-48-5	DECANOIC ACID 96%	100.00 ml
33512-26-4	DIETHYL (PHTHALIMIDOMETHYL)PHOSPHONATE 97% WITTIG CARBONYLATING REAGEN	5.00 g
3354-58-3	2-ALLYL-6-METHYLPHENOL 98% IRRITANT	5.00 g
335-64-8	PENTADEC AFLUORO OCTANOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	25.00 g
33581-77-0	TRIMETHYLSILYL (TRIMETHYLSILYLOXY)ACETATE 99% IRRITANT; MOISTURE-SENSI	25.00 g
33611-48-2	3-(3-PYRIDYLMETHYLAMINO)PROPIONITRILE 98% IRRITANT	25.00 g
3364-80-5	THIAZOLE-4-CARBOXALDEHYDE	1.00 G
3374-22-9	DL-CYSTEINE	50.00 G
337508-58-4	1H-BENZIMIDAZOLE-2-CARBONYL CHLORIDE HYDROCHLORIDE 90+%	250.00 mg
337508-66-4	4-(1,3-OXAZOL-5-YL)BENZENESULFONYL CHLORIDE	1.00 G
3375-31-3	PALLADIUM(II)ACETATE	1.00 G
3375-31-3	PALLADIUM(II) ACETATE 98%	10.00 g
3376-24-7	N-TERT-BUTYL-ALPHA-PHENYLNITRONE	1.00 G
3377-86-4	2-BROMOHEXANE CONTAINS APPROX 26% 3-EROMHEXANE; FLAMMABLE LIQUID; ST	25.00 g
3378-72-1	N-(TERT-BUTYL)BENZYLAMINE 97% IRRITANT	5.00 g
3380-34-5	5-CHLORO-2-(2,4-DICHLOROPHENOXY)PHENOL	10.00 G
33842-02-3	PHOSGENE IMINIUM CHLORIDE	25.00 G
3385-21-5	1,3-CYCLOHEXANEDIAMINE	5.00 ML
33863-86-4	4-BUTOXYBENZOYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	5.00 g
338-69-2	H-D-ALA-OH	100.00 G
33884-43-4	2-(2-BROMOETHYL)-1,3-DIOXANE 98% BRN 1421628; EINECS 251-716-7; IN COM	50.00 g
	3-(2-BROMOETHYL)INDOLE	

3390-20-70	3,4-DIMETHOXYPHENYL ISOTHIOCYANATE	1.00 G
3392-97-0	2,6-DIMETHOXYBENZALDEHYDE	1.00 G
3395-91-3	METHYL 3-BROMOPROPIONATE 97% IRRITANT	5.00 g
3396-11-0	CESIUM ACETATE 99.99+% HYGROSCOPIC	25.00 g

3397-62-4	2-CHLORO-4,6-DIAMINO-1,3,5-TRIAZINE	25.00 G
3399-73-3	2-(1-CYCLOHEXENYL)ETHYLAMINE 97% CORROSIVE; TOXIC	5.00 g
3399-73-3	2-(1-CYCLOHEXENYL)ETHYLAMINE	100.00 G
3400-45-1	CYCLOPENTANECARBOXYLIC ACID	25.00 G
34036-07-2	3,4-DIFLUOROBENZALDEHYDE	5.00 G
34046-07-6	Z-N-(N-BETA-BOC-AMINOETHYL)-GLY-OH STORAGE TEMPERATURE: -15 DEG C	1.00 g
34047-39-7	4-(METHYLTHIO)-2-BUTANONE 97%	5.00 g
3405-77-4	5-METHYLISOXAZOLE-3-CARBOXYLIC ACID 98+% EINECS 222-289-4; IRRITANT	5.00 g
341-02-6	TRIPHENYLCARBENIUM TETRAFLUOROBORATE	5.00 G
3414-94-6	3-PHENYL-1,2,4-TRIAZOLE-5-THIOL	5.00
3416-57-7	PHthalimidOAcETONE	25.00 G
342405-38-3	5-METHYL-1-PHENYL-1H-PYRAZOLE-4-SULFONYL CHLORIDE	1.00 G
3424-93-9	4-METHOXYBENZAMIDE	10.00 G
34265-58-2	ETHYL 5-METHYLSALICYLATE	1.00 G
34281-90-8	(S,S)-(+)-1-PHENYLCYCLOHEXANE-CIS-1,2-DIOL 99%	1.00 g
3430-21-5	2-AMINO-5-BROMO-3-METHYLPYRIDINE >97% A 10% DISCOUNT IS APPLIED TO ANY	50.00 g
34306-42-8	BOC-2-ABU-OH	25.00 G
34328-61-5	3-CHLORO-4-FLUOROBENZALDEHYDE	5.00 G
3433-37-2	2-PIPERIDINEMETHANOL 97% HYGROSCOPIC; IRRITANT	5.00 g
3433-80-5	2-BROMOBENZYL BROMIDE 97% BRN 971015; CORROSIVE / LACHRYMATORY; EINECS	10.00 g
34352-59-5	1-METHYLPYPERAZINE DIHYDROCHLORIDE	25.00 G
3437-95-4	2-IODOTHIOPHENE	25.00 G
3438-46-8	4-METHYLPYRIMIDINE 98% BRN 105781; EINECS 222-344-2; FLAMMABLE; UN 199	25.00 g
343-90-8	5-FLUOROGRAMINE	100.00
344-00-3	ETHYL 2-METHYL-4,4,4-TRIFLUOROACETOACETATE	5.00 G
344-00-3	ETHYL 2-METHYL-4,4,4-TRIFLUOROACETOACETATE 97% FLAMMABLE / IRRITANT; U	5.00 g
34403-52-6	4-(DIMETHYLAMINO)BENZYLAMINE DIHYDROCHLORIDE	5.00 G
34403-52-6	4-(DIMETHYLAMINO)BENZYLAMINE DIHYDROCHLORIDE 99% IRRITANT	5.00 g
344-20-7	2,6-DIBROMO-4-FLUOROPHENOL 99% IRRITANT	5.00 g
3446-89-7	4-(METHYLTHIO)BENZALDEHYDE	10.00 G
3449-26-1	1,3-DIPHENYL-1,1,3,3-TETRAMETHYLDISILAZANE	10.00 G
345-17-5	2-CHLORO-5-FLUORONITROBENZENE 99% IRRITANT	5.00 g
3453-33-6	6-METHOXY-2-NAPHTHALDEHYDE	25.00 G
34570-17-7	MALONAMAMIDINE HYDROCHLORIDE 99% IRRITANT	100.00 g
3457-98-5	4-PHENYLAZOANILINE HYDROCHLORIDE	250.00 G
345-83-5	4-FLUOROBENZOPHENONE	10.00 G
345-92-6	4,4'-DIFLUOROBENZOPHENONE	5.00 G
3460-18-2	2,5-DIBROMONITROBENZENE 99% IRRITANT	100.00 g
34626-51-2	5-BROMO-1-PENTANOL IRRITANT; LIGHT-SENSITIVE	5.00 g
34626-51-2	5-BROMO-1-PENTANOL	25.00 G
34637-22-4	BENZYL N-(3-HYDROXYPROPYL)CARBAMATE 97% IRRITANT	5.00 g
3469-69-0	4-IODOPYRAZOLE	1.00 G
34698-41-4	1-AMINOINDAN 99%	5.00 g
3470-50-6	6-HYDROXY-1-TETRALONE	5.00 G
34723-82-5	2-(BROMOMETHYL)TETRAHYDRO-2 H-PYRAN	5.00 G
34723-82-5	2-(BROMOMETHYL)TETRAHYDRO-2 H-PYRAN 98% IRRITANT	25.00 g
3473-63-0	FORMAMIDINE ACETATE	100.00 G
34782-06-4	1-(3-CHLOROPROPYL)-PIPERAZINE, 2HCL, 1/2H2O APPROX 95%	5.00 g
3479-47-8	Z-ASP(OBZL)-OH	1.00 G
34800-90-3	1-NAPHTHALENEACETHYDRAZIDE	5.00
34803-66-2	1-(2-PYRIDYL)PIPERAZINE 99.5+% IRRITANT	5.00 ml
34803-66-2	1-(2-PYRIDYL)PIPERAZINE	25.00 G
34803-68-4	1-(2-PYRAZINYL)-PIPERIDINE	1.00 G
34805-21-5	BOC-MET(O)-OH	25.00 G
3481-20-7	2,3,5,6-TETRACHLOROANILINE 99% IRRITANT	10.00 g
34819-86-8	3,4-DI-OACETYL-6-DEOXY-L-GLUCAL 98%	1.00 g
34837-55-3	PHENYLSELENENYL BROMIDE	5.00 G
34837-84-0	METHYL 4-FLUOROPHENYLACETATE	25.00 g
348-40-3	2-AMINO-6-FLUOROBENZOTHIAZOLE	1.00 G
34841-06-0	3-BROMO-P-ANISALDEHYDE	5.00 G
34841-35-5	3'-CHLOROPROPIOPHENONE	50.00 G
348-54-9	2-FLUOROANILINE	25.00 G
348-57-2	1-BROMO-2,4-DIFLUOROBENZENE 98% BRN: 1680892; EC NUMBER: 2064794; IRR	100.00 g
34897-84-2	2-AMINO-5-METHYLBENZYL ALCOHOL 98% IRRITANT	5.00 g
349-03-1	4-BROMO-3-NITROBENZOTRIFLUORIDE 97% IRRITANT; USED TO PREPARE POLYSUBS	5.00 g
34946-82-2	COPPER(II) TRIFLUOROMETHANESULFONATE 98% HYGROSCOPIC; PWDR; TECHNICAL	5.00 G

34946-82-2	COPPER (II) TRIFLUOROMETHANESULFONATE 98% HYGROSCOPIC, FWDR, TECHNICAL	5.00 g
34953-36-1	CESIUM FORMATE	25.00 G
349-58-6	3,5-BIS(TRIFLUOROMETHYL)PHENOL 98% IRRITANT	5.00 g
34987-24-3	3,5-DIMETHOXYBENZYLAMINE	5.00 G

349-88-2	4-FLUOROBENZENESULFONYL CHLORIDE	25.00 G
349-88-2	4-FLUOROBENZENESULFONYL CHLORIDE 98% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
349-95-1	4-(TRIFLUOROMETHYL)BENZYL ALCOHOL 98% BRN 1450174; EINECS 206-494-6; I	5.00 g
350-28-7	3-FLUORO-4-METHYLBENZOIC ACID	2.00 G
35037-73-1	4-(TRIFLUOROMETHOXY)PHENYL ISOCYANATE	1.00 G
350-46-9	1-FLUORO-4-NITROBENZENE 99% BRN: 606923; EC NUMBER: 2065028; RTECS: DA	100.00 g
35059-50-8	TERT-BUTYL DIAZOACETATE CANCER SUSPECT AGENT; CONTAINS UP TO 10% DICH	1.00 g
35092-89-8	METHYL 4-CARBOXY-2-NITROBENZOATE EEC NO: 252-360-5	5.00 g
351003-47-9	4-BROMO-3-(TRIFLUOROMETHYL)BENZENESULFONYL CHLORIDE	5.00 G
35103-79-8	CESIUM HYDROXIDE MONOHYDRATE	250.00 G
35103-79-8	CESIUM HYDROXIDE MONOHYDRATE CORROSIVE; CS ₂ CO ₃ <5%; HYGROSCOPIC	50.00 g
351-35-9	(ALPHA,ALPHA,ALPHA-TRIFLUORO-M-TOLYL)ACETIC ACID 97% IRRITANT	50.00 g
3513-81-3	2-METHYLENE-1,3-PROPANEDIOL 97% IRRITANT	5.00 g
351-54-2	3-FLUORO-P-ANISALDEHYDE	5.00 G
35158-25-9	2-ISOPROPYL-5-METHYL-2-HEXENAL 95% BRN 1752384; CIS AND TRANS; EINECS	10.00 g
35161-71-8	N-METHYLPROPARGYLAMINE	25.00 ML
35161-71-8	N-METHYLPROPARGYLAMINE APPROX 97% PRACT; PURITY ASSAY METHOD: GAS CHRO	5.00 ml
3518-65-8	CHLOROMETHANESULFONYL CHLORIDE	10.00 G
35193-63-6	(S)-(+)-1,1'-BINAPHTHYL-2,2'-DIYL HYDROGENPHOSPHATE 95%	5.00 g
352-13-6	4-FLUOROPHENYLMAGNESIUM BROMIDE 2.0 M SOLUTION IN DIETHYL ETHER; BRN:	100.00 ml
352-34-1	1-FLUORO-4-IODOBENZENE 99% IRRITANT; STABILIZED WITH COPPER	5.00 g
3524-32-1	5-AMINO-1,3-DIMETHYLPYRAZOLE 98% IRRITANT	1.00 g
35250-53-4	PYRAZINE ETHANETHIOL FEMA REPORTED AVERAGE MAXIMUM USE LEVEL: BAKED G	25.00 g
3528-17-4	THIOCHROMAN-4-ONE	10.00 G
35295-35-3	3-(1,1,2,2-TETRAFLUOROETHOXY)BENZALDEHYDE	5.00 G
35302-72-8	2-(TRICHLOROACETYL)PYRROLE	25.00 G
35303-76-5	4-(2-AMINOETHYL)BENZENESULFONAMIDE	25.00 G
353-07-1	2-CYANOETHYLHYDRAZINE	5.00 G
35320-23-1	(R)-(-)-2-AMINO-1-PROPANOL	5.00 G
3535-37-3	3,4-DIMETHOXYBENZOYL CHLORIDE 98% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
353-83-3	2-iodo-1,1,1-trifluoroethane	5.00 G
35386-24-4	1-(2-METHOXYPHENYL)PIPERAZINE	5.00 G
3538-65-6	BUTYRIC ACID HYDRAZIDE	5.00
35404-50-3	2-IMINO-1-IMIDAZOLIDINEACETIC ACID	5.00 g
354-32-5	TRIFLUOROACETYL CHLORIDE 98% BRN: 1098994; EC NUMBER: 2065562; HIGHLY	100.00 g
354-37-0	TRIFLUOROACETAMIDINE	5.00 G
354-38-1	2,2,2-TRIFLUOROACETAMIDE 97% BRN 1753625; EINECS 206-559-9; HARMFUL/	25.00 g
3544-24-9	3-AMINOBENZAMIDE	5.00 G
3544-24-9	3-AMINOBENZAMIDE 97% IRRITANT; RTECS: CU8992000	5.00 g
35466-83-2	ALLYL METHYL CARBONATE	25.00 ML
3559-74-8	5-(TRIMETHYLSILYL)-1,3-CYCLOPENTADIENE	1.00 G
35661-39-3	FMOC-ALA-OH	25.00 G
35661-39-3	FMOC-ALA-OH H ₂ O	5.00 g
35661-40-6	FMOC-PHE-OH	100.00 G
35661-60-0	FMOC-LEU-OH	5.00 g
35730-09-7	2,5-DIFLUOROBENZOYL CHLORIDE	5.00 G
35730-09-7	2,5-DIFLUOROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 g
35730-09-7	2,5-DIFLUOROBENZOYL CHLORIDE 98% BRN 2046666; CORROSIVE / MOISTURE SEN	5.00 g
35737-10-1	FMOC-BETA-ALANINE 98%	5.00 g
35737-15-6	EMOC-TRP-OH	5.00 g
3575-32-4	N,N-DIMETHYL-M-PHENYLENEDIAMINE DIHYDROCHLORIDE	1.00 G
35794-11-7	3,5-DIMETHYLPYPERIDINE 96% FLAMMABLE LIQUID; IRRITANT; MIXTURE OF CIS	25.00 g
35812-01-2	N-BROMOSACCHARIN	5.00 G
3581-89-3	5-METHYLTHIAZOLE	5.00 G
358-23-6	TRIFLUOROMETHANESULFONIC ANHYDRIDE	50.00
358-23-6	TRIFLUOROMETHANESULFONIC ANHYDRIDE CORROSIVE; WIDELY USED REAGENT FOR	10.00 g
35853-45-3	4-BROMO-2,8-BIS(TRIFLUOROMETHYL)QUINOLINE	1.00 G
3587-60-8	BENZYL CHLOROMETHYL ETHER	50.00 ML
3589-41-1	N-(BENZYLOXYCARBONYL)-2-AMINOACETONITRILE 98%	5.00 g
35899-43-5	BOC-HIS(TOS)-OH IPA	100.00 G
359-07-9	2-BROMO-1,1-DIFLUOROETHANE 98% DANGEROUS FOR THE ENVIRONMENT / KEEP COL	5.00 g
359-07-9	2-BROMO-1,1-DIFLUOROETHANE 98%	25.00 g
35947-10-5	2-METHYL-1-(3-METHYLPHENYL)PIPERAZINE 99%	5.00 g
35963-20-3	(1R)-(-)-IO-CAMPORSULFONIC ACID	25.00 G
35963-20-3	(1R)-(-)-IO-CAMPORSULFONIC ACID 98% CORROSIVE; HYGROSCOPIC	25.00 g
35969-54-1	2-ETHOXYNICOTINIC ACID 98% IRRITANT	10.00 g

3598-13-8	4-CHLOROPHENOXYACETONITRILE	25.00 G
3600-86-0	2,5-DIMETHOXYPHENETHYLAMINE	1.00 G
36023-58-2	5,6-DIAMINO-2,3-DICYANOPYRAZINE	10.00 G
360-92-9	N,N-DIETHYL-2,2,2-TRIFLUOROACETAMIDE	5.00 G

3612-20-2	1-BENZYL-4-PIPERIDONE	25.00 G
3612-20-2	1-BENZYL-4-PIPERIDONE 99% BRN: 128556; EC NUMBER: 2227824; IRRITANT	100.00 g
3619-22-5	P-TOLUIC ACID HYDRAZIDE 98%	25.00 g
3622-35-3	1,3-BENZOTHAZOLE-6-CARBOXYLIC ACID	1.00 G
36239-09-5	ETHYL 3-CHLORO-3-OXOPROPIONATE	25.00 G
36239-09-5	ETHYL 3-CHLORO-3-OXOPROPIONATE BRN: 636215; CORROSIVE; EC NUMBER: 252	1.00 g
36239-09-5	ETHYL 3-CHLORO-3-OXOPROPIONATE CORROSIVE; MOISTURE-SENSITIVE; TECH; V	5.00 g
36253-76-6	TRIBUTYLTIN ETHOXIDE 97% MOISTURE-SENSITIVE; TOXIC	25.00 g
36255-44-4	3-BROMOPROPIONALDEHYDE DIMETHYL ACETAL	1.00 G
36282-40-3	3-METHOXYPHENYLMAGNESIUM BROMIDE	100.00 ML
36293-63-7	TERT-BUTYL ALPHA-HYDROXYISOBUTYRATE	5.00 ML
36304-40-2	2-CHLOROPHENOXYACETIC ACID HYDRAZIDE	6.00 G
36315-01-2	2-AMINO-4,6-DIMETHOXPYRIMIDINE	5.00 G
3634-56-8	CHLORODIMETHYLSISOPROPYLSILANE	25.00 G
363-51-9	2-CHLORO-6-FLUOROANILINE 98%	5.00 g
3637-61-4	CYCLOPENTANEMETHANOL	5.00 G
3638-73-1	2,5-DIBROMOANILINE 98% IRRITANT	25.00 g
36415-21-1	2-(FURFURYLTHIO)ETHYLAMINE	5.00 G
364-76-1	4-FLUORO-3-NITROANILINE	25.00 G
364-76-1	4-FLUORO-3-NITROANILINE 97% FLAMMABLE SOLID	25.00 g
3647-69-6	4-(2-CHLOROETHYL)MORPHOLINE HYDROCHLORIDE	100.00 G
3647-69-8	4-(2-CHLOROETHYL)MORPHOLINE HYDROCHLORIDE 99%	100.00 g
3647-71-0	N-BENZYL-2-PHENETHYLAMINE	25.00 G
364-78-3	4-FLUORO-2-NITROANILINE	5.00 G
364-83-0	2',4'-DIFLUOROACETOPHENONE 98% IRRITANT	10.00 g
36489-03-9	2-(ETHYLTHIO)ETHYLAMINE	5.00 G
365-34-4	2-(TRIFLUOROMETHYL)PHENYLHYDRAZINE 97% A USEFUL INTERMEDIATE EMPLOYED	5.00 g
36556-06-6	5,6,7,8-TETRAHYDROISOQUINOLINE 95% IRRITANT	25.00 g
3658-77-3	2,5-DIMETHYL-4-HYDROXY-3(2H)-FURANONE	5.00 G
36626-29-6	(2-CARBOXYETHYL)TRIPHENYLPHOSPHONIUM CHLORIDE	25.00 G
36635-61-7	TOSYLMETHYL ISOCYANIDE 98% AVAILABLE IN USA AND EUROPE; EINECS 253-140	5.00 g
36635-61-7	P-TOLUENESULFONYLMETHYL ISOCYANIDE 97% BRN 3592382; EINECS 253-140-1;	5.00 g
36635-61-7	P-TOLUENESULFONYLMETHYL ISOCYANIDE 98+% HARMFUL; MOISTURE-SENSITIVE; S	25.00 g
36692-49-6	METHYL 3,4-DIAMINO BENZOATE 98% IRRITANT	25.00 g
366-99-4	3-FLUORO-P-ANISIDINE	5.00 G
366-99-4	3-FLUORO-P-ANISIDINE 98% IRRITANT	5.00 g
367-12-4	2-FLUOROPHENOL	100.00 G
367-12-4	2-FLUOROPHENOL 98% FLAMMABLE; HARMFUL; IRRITANT	25.00 g
367-12-4	2-FLUOROPHENOL 98% IRRITANT	10.00 g
36724-68-2	(S)-(-)-N-(TRIFLUOROACETYL)PROLYL CHLORIDE	5.00 G
36724-68-2	(S)-(-)-N-(TRIFLUOROACETYL)PROLYL CHLORIDE 0.1 M SOLUTION IN DICHLORO	5.00 g
3672-47-7	4-METHOXYBENZOYLACETONITRILE	25.00 G
367-27-1	2,4-DIFLUOROPHENOL	5.00 G
367-30-6	2,5-DIFLUOROANILINE	5.00 G
367-30-6	2,5-DIFLUOROANILINE 99.5% IRRITANT	5.00 g
36747-51-0	3-(DICHLOROMETHYL)BENZOYL CHLORIDE	5.00 G
36747-51-0	3-(DICHLOROMETHYL)BENZOYL CHLORIDE 96% CORROSIVE; LACHRYMATOR	1.00 g
367-65-7	3,5-BIS(TRIFLUOROMETHYL)-1,2-PHENYLENEDIAMINE	5.00 G
3676-85-5	4-AMINOPHTHALIMIDE	5.00 G
36805-97-7	N,N-DIMETHYLFORMAMIDE DI-TERT-BUTYL ACETAL	25.00 ML
36805-97-7	N,N-DIMETHYLFORMAMIDE DI-TERT-BUTYL ACETAL 1ML PACKAGED IN AMPULES; B	25.00 ml
3682-14-2	6-AMINO-2,3-DIHYDRO-1,4-PHTHALAZINEDIONE	1.00 G
36822-11-4	4-PHENYL-2-THIOURACIL MIN 95%	1.00 g
36823-84-4	4-N-AMYLOXYBENZOYL CHLORIDE	1.00 G
36823-84-4	4-PENTYLOXYBENZOYL CHLORIDE 99% ASSAY METHOD: TITR; NEMATIC LIQUID CRY	25.00 g
36854-57-6	2-PHENYLBUTYRYL CHLORIDE 98% CORROSIVE	5.00 ml
368-71-8	4-(TRIFLUOROMETHYL)-O-PHENYLENEDIAMINE	1.00 G
368-78-5	3-(TRIFLUOROMETHYL)PHENYLHYDRAZINE	1.00 G
368869-91-4	6-PHENOXY-3-PYRIDINESULFONYL CHLORIDE	1.00 G
369-33-5	3',4'-DIFLUOROACETOPHENONE 97% IRRITANT	5.00 g
3695-00-9	DI-P-TOLUENESULFONAMIDE 95% AVAILABLE IN USA AND EUROPE; EINECS 223-01	25.00 g
3695-77-0	TRIPHENYLMETHANETHIOL	100.00 G
3696-66-0	3-METHYLBENZYL ISOTHIOCYANATE	2.00 G
369-68-6	3-(TRIFLUOROMETHYLTHIO)ANILINE	5.00 G
3698-89-3	N-DODECYL METHYL SULFIDE	5.00 G
3699-67-0	TRIETHYL 3-PHOSPHONOPROPIONATE	5.00 ML

37002-45-2	1,4-DI-O-TOSYL-2,3-O-ISOPROPYLIDENE-L-THREITOL	5.00 G
37045-73-1	N-(3-AMINOPHENYL)METHANESULFONAMIDE AVAILABLE IN USA AND EUROPE	5.00 g
37107-81-6	5-VINYLRACIL	2.00 G

371-40-4	4-FLUOROANILINE 98%	100.00 ml
371-40-4	4-FLUOROANILINE 99% CORROSIVE; HIGHLY TOXIC	100.00 g
371-41-5	4-FLUOROPHENOL	25.00 G
371-42-6	4-FLUOROBENZENETHIOL	25.00 G
37143-54-7	2-AMINO-1-METHOXYPROPANE 95% CORROSIVE; FLAMMABLE LIQUID	5.00 g
37143-54-7	2-AMINO-1-METHOXYPROPANE	100.00 G
3715-29-5	3-METHYL-2-OXOBUTYRIC ACID SODIUM SALT	5.00 G
371-62-0	2-FLUOROETHANOL 95% BRN 1730857; EINECS 206-740-2; FLAMMABLE / HIGHLY	5.00 g
3718-88-5	3-iodobenzylamine hydrochloride	5.00 G
3720-84-1	(3-BROMOPROPYL)TRIETHYLAMMONIUM BROMIDE	5.00 G
372-19-0	3-FLUOROANILINE 99% HIGHLY TOXIC; IRRITANT	25.00 g
37222-66-5	OXONE(R), MONOPERSULFATE COMPOUND	100.00 G
372-38-3	1,3,5-TRIFLUOROBENZENE 97% FLAMMABLE LIQUID; IRRITANT	25.00 g
3724-43-4	(CHLOROMETHYLENE)DIMETHYLAMMONIUM CHLORIDE 95% BRN: 3566322; IRRITANT;	25.00 g
372-47-4	3-FLUOROPYRIDINE 99% FLAMMABLE LIQUID; IRRITANT	5.00 g
372-48-5	2-FLUOROPYRIDINE 98% BRN: 1515; EC NUMBER: 2067575; FLAMMABLE LIQUID;	10.00 g
372-48-5	2-FLUOROPYRIDINE 98% FLAMMABLE LIQUID; IRRITANT	100.00 g
3731-16-6	3-CARBETHOXY-2-PIPERIDONE	25.00 G
3731-51-9	2-(AMINOMETHYL)PYRIDINE 99% CORROSIVE	5.00 g
3731-52-0	3-(AMINOMETHYL)PYRIDINE 99+% IRRITANT	5.00 g
3731-53-1	4-(AMINOMETHYL)PYRIDINE	25.00 G
3731-53-1	4-(AMINOMETHYL)PYRIDINE 98% IRRITANT	5.00 g
373-44-4	1,8-DIAMINOCTANE	25.00 G
373-68-2	TETRAMETHYLAMMONIUM FLUORIDE	5.00 G
373-68-2	TETRAMETHYLAMMONIUM FLUORIDE 97% IRRITANT; USEFUL FOR HALOGEN EXCHANGE	1.00 g
373-88-6	2,2,2-TRIFLUOROETHYLAMINE HYDROCHLORIDE	50.00 G
37408-18-7	4-CHLORO-2-METHYLPHENYL ISOCYANATE	5.00 G
374-14-1	2,2,3,3,3-PENTAFLUOROPROPYLAMINE HYDROCHLORIDE 97%	1.00 g
3747-74-8	2-(CHLOROMETHYL)QUINOLINE MONOHYDROCHLORIDE	5.00 G
374-99-2	2,2,3,3,4,4,4-HEPTAFLUOROBUTYLAMINE	5.00 G
374-99-2	2,2,3,3,4,4,4-HEPTAFLUOROBUTYLAMINE 97% BRN 1761906; CORROSIVE; EINECS	5.00 g
375-16-6	HEPTAFLUOROBUTYRYL CHLORIDE	5.00 G
37517-81-0	METHYL 3-CHLORO-3-OXOPROPIONATE	5.00 G
37517-81-0	METHYL 3-CHLORO-3-OXOPROPIONATE 97% CORROSIVE; LACHRYMATOR	25.00 g
37529-27-4	4-HEPTYLANILINE 98% IRRITANT	5.00 g
37529-30-9	4-DECYLANILINE 97% IRRITANT	5.00 g
375-72-4	PERFLUORO-1-BUTANESULFONYL FLUORIDE	25.00 G
37577-28-9	(1 S,2R)-(+)-NOREPHEDRINE	10.00 G
37585-25-4	2-AMINO-5-CHLOROBENZYL ALCOHOL 99% IRRITANT	5.00 g
37595-74-7	N-PHENYL-BIS(TRIFLUOROMETHANESULFONIMIDE)	25.00 G
37595-74-7	N-PHENYLBIS(TRIFLUOROMETHANESULPHONIMIDE)	25.00 G
37595-74-7	N-PHENYLTRIFLUOROMETHANESULFONIMIDE 99% BRN: 1269141; IRRITANT; MILD T	5.00 g
37595-74-7	N-PHENYLTRIFLUOROMETHANESULFONIMIDE	5.00 G
37622-90-5	ETHYL 4-PYRAZOLECARBOXYLATE	500.00 MG
376-53-4	OCTAFLUOROADIPONITRILE	5.00 G
3770-50-1	ETHYL INDOLE-2-CARBOXYLATE	25.00 G
37718-11-9	4-PYRAZOLECARBOXYLIC ACID	100.00 MG
37746-78-4	ETHYL 4-BROMOCROTONATE	25.00 G
37746-78-4	ETHYL 4-BROMOCROTONATE 80% BRN 1721388; CORROSIVE / LACHRYMATORY; TECH	25.00 g
37784-63-7	ETHYL 3-THIOPHENEACETATE	5.00 G
3779-29-1	DIETHYL CYCLOBUTANE-1,1-DICARBOXYLATE	25.00 ML
3779-42-8	(3-BROMOPROPYL)TRIMETHYLAMMONIUM BROMIDE 97% HYGROSCOPIC; IRRITANT	5.00 g
37806-29-4	2-ETHOXYBENZYLAMINE	5.00 G
378-13-2	2-CHLORO-1,4-DIBROMO-1,1,2-TRIFLUOROBUTANE	25.00 G
37859-42-0	1,3-BENZOTHAZOL-2-YLMETHANOL	250.00 G
37885-41-9	2',4'-DICHLOROPROPIOPHENONE	5.00
3789-59-1	(S)-(-)-1-PHENYLPROPYLAMINE 99+% CORROSIVE / HARMFUL / AIR SENSITIVE;	5.00 g
37942-07-7	3,5-DI-TERT-BUTYL-2-HYDROXYBENZALDEHYDE	25.00 G
37943-90-1	DIPHENYL-2-PYRIDYLPHOSPHINE	5.00 G
3795-69-5	METHYL BETA-L-ARABINOPYRANOSIDE APPROX 97%	1.00 g
3796-23-4	3-(TRIFLUOROMETHYL)PYRIDINE	10.00 G
3796-24-5	4-(TRIFLUOROMETHYL)PYRIDINE 98%	5.00g
38002-45-8	3-BROMO-1-(TRIMETHYLSILYL)-1-PROPYNE 98% EMPLOYED IN THE PREPARATION O	1.00 g
38002-45-8	3-BROMO-1-(TRIMETHYLSILYL)-1-PROPYNE PACKAGED IN GLASS BOTTLES	5.00 g
38002-89-0	(2,2-DIMETHYL-2,3-DIHYDRO-1-BENZOFURAN-7-YL)METHANOL	250.00 G
38078-09-0	(DIETHYLAMINO)SULFUR TRIFLUORIDE	0.00
38078-09-0	DIETHYLAMINOSULFUR TRIFLUORIDE	5.00 G

38116-61-9	2-HYDROXY-6-METHYLPYRIDINE-3-CARBOXYLIC ACID 98%	10.00 g
3811-73-2	2-MERCAPTOPYRIDINE-1-OXIDE SODIUM SALT	50.00 G
381248-04-0	2-CHLOROPYRIDINE-3-BORONIC ACID	1.00 G

3814-55-9	GLYCIDYL ISOBUTYL ETHER 97% IRRITANT; OPTICAL ROTATION: [ALPHA](20/D)	50.00 ml
38184-47-3	3,5-DIMETHYLPYRAZOLE-1-CARBOXAMIDINE NITRATE	25.00 G
38212-33-8	1-(4-CHLOROPHENYL)-PIPERAZINE	10.00 G
38222-83-2	2,6-DI-TERT-BUTYL-4-METHYLPYRIDINE	5.00 G
38223-06-2	4-(2-DIMETHYLAMINOETHYL)PYRIDINE 95% HARMFUL; IRRITANT	10.00 g
38226-10-7	6-FLUOROSALICYLALDEHYDE	1.00
3823-40-3	3-(TRIFLUOROMETHYLTHIO)PHENOL	5.00 G
38235-68-6	(-)-CIS-MYRTANYLAMINE	1.00 G
38235-68-6	(-)-CIS-MYRTANYLAMINE 98% IRRITANT	10.00 g
38235-77-7	(R)-(+)-N-BENZYL-ALPHA-METHYLBENZYLAMINE	10.00 ML
38235-77-7	(R)-(+)-N-BENZYL-ALPHA-METHYLBENZYLAMINE 98% 97+% EE/HPLC; IRRITANT	10.00 ml
38256-93-8	N-(2-METHOXYETHYL)METHYLAMINE	5.00 ML
38256-93-8	N-(2-METHOXYETHYL)METHYLAMINE >96% ASSAY METHOD: BY GAS CHROMATOGRAPHY	5.00 ml
38256-93-8	N-(2-METHOXYETHYL)METHYLAMINE >96% ASSAY METHOD: BY GC AND TITRIMETRIC	5.00 ml
38291-82-6	VALERIC ACID HYDRAZIDE	5.00 G
38353-09-2	2-HYDROXYPYRIMIDINE HYDROCHLORIDE	500.00 G
383-62-0	ETHYL CHLORODIFLUOROACETATE	25.00 G
383-63-1	ETHYL TRIFLUOROACETATE	25.00 G
3840-31-1	3,4,5-TRIMETHOXYBENZYL ALCOHOL 97%	10.00 g
38462-22-5	8-MERCAPTOMENTHONE 80% MIXTURE OF ISOMERS; TECH	5.00 g
3847-58-3	3-CHLORO-2,4-DIFLUORONITROBENZENE 97%	5.00 g
38487-86-4	2-AMINO-4-CHLOROBENZONITRILE 99% BRN: 2085559; EC NUMBER: 2539678; IRR	50.00 g
385-00-2	2,6-DIFLUOROBENZOIC ACID 98% BRN: 973774; EC NUMBER: 2068563; IRRITANT	25.00 g
38711-20-5	(DIMETHYLAMINO)ACETALDEHYDE DIMETHYL ACETAL	25.00 ML
38721-52-7	L-SELECTRIDE(R)	100.00 ML
38762-41-3	4-BROMO-2-CHLOROANILINE 98%	50.00 g
38786-67-3	2,4-DIBROMOPROPIOPHENONE 98% CORROSIVE; LACHRYMATOR	25.00 g
38818-50-7	4-CHLORO-3-NITROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	25.00 g
3883-94-1	2-AMINO-4'ETHOXYACETOPHENONE HYDROCHLORIDE	1.00 G
38861-78-8	4-ISOBUTYLACETOPHENONE 98% BRN 1935275; EINECS 254-159-8; FLAMMABLE; T	50.00 g
3886-69-9	(R)-(+)-1-PHENYLETHYLAMINE	500.00 ML
3886-69-9	(R)-(+)-ALPHA-METHYLBENZYLAMINE 98% 96% EE/GLC; CORROSIVE; TOXIC	10.00 ml
3886-70-2	(R)-(+)-1-(1-NAPHTHYL)ETHYLAMINE 99+%98% EE/GLC; IRRITANT	1.00 g
38869-46-4	1-(4-CHLOROPHENYL)PIPERAZINE 97%	20.00 g
38869-46-4	1-(4-CHLOROPHENYL)PIPERAZINE 97%	10.00 g
38869-46-4	1-(4-CHLOROPHENYL)PIPERAZINE DIHYDROCHLORIDE 95% IRRITANT	5.00 g
38870-89-2	METHOXYACETYL CHLORIDE	10.00 G
38870-89-2	METHOXYACETYL CHLORIDE 97% BRN: 1740244; CORROSIVE; EC NUMBER: 2541692	1.00 g
38870-89-2	METHOXYACETYL CHLORIDE 97% CORROSIVE; FLAMMABLE LIQUID	1.00 g
38883-84-0	2,5-DIMETHYL-3,4-DIPHENYLCYCLOPENTADIENONE DIMER	5.00 G
38932-80-8	TETRABUTYLAMMONIUM TRIBROMIDE	100.00 G
38932-80-8	TETRABUTYLAMMONIUM TRIBROMIDE 98% HYGROSCOPIC; IRRITANT	100.00 g
38945-21-0	O-ALLYLHYDROXYLAMINE HYDROCHLORIDE	1.00 G
389621-80-1	4-(N,N-DIETHYLAMINOCARBONYL)PHENYLBORONIC ACID	1.00 G
389621-81-2	4-(PYRROLIDINE-1-CARBONYL)PHENYLBORONIC ACID	5.00 G
3900-89-8	2-CHLOROPHENYLBORONIC ACID	1.00 G
39021-62-0	1-METHYL-1H-IMIDAZOLE-5-CARBALDEHYDE	1.00 G
39098-97-0	2-THIOPHENEACETYL CHLORIDE 98% CORROSIVE; MOISTURE-SENSITIVE	5.00 g
39101-54-7	3,5-DIMETHYLPHENYLACETONITRILE	2.00 G
39115-95-2	4-IODOBENZHYDRAZIDE	5.00 G
39115-96-3	3-BROMOBENZHYDRAZIDE	5.00 G
39149-80-9	2-BROMOPROPIONIC ACID TERT-BUTYL ESTER	25.00 G
391683-95-7	DIHYDROGEN DICHLOROBIS(DI-TERT-BUTYLPHOSPHINITO-KP)PALLADATE(2-)	1.00 G
39178-35-3	ISONICOTINOYL CHLORIDE HYDROCHLORIDE	5.00 G
39178-35-3	ISONICOTINOYL CHLORIDE HYDROCHLORIDE 95% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
39190-67-5	N-SEC-BUTYL-N-PROPYLAMINE >98% ASSAY METHOD: BY GC AND TITRIMETRIC ANA	25.00 ml
3920-50-1	PYRAZOL-3-CARBALDEHYDE 98% MIN ASSAY: GC, AREA %; FOR SYNTHESIS; GLASS	5.00 g
39232-91-2	3-METHOXYPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
39238-07-8	4-CHLOROMETHYL-2-METHYLTHIAZOLE HYDROCHLORIDE	5.00
39238-07-8	4-CHLOROMETHYL-2-METHYLTHIAZOLE HYDROCHLORIDE 98% CORROSIVE; KEEP COLD	5.00 g
392-56-3	HEXAFLUOROBENZENE	25.00 G
39262-22-1	(1R)-(-)-CAMPHOR-10-SULPHONYL CHLORIDE	1.00 G
392-71-2	2,6-DICHLORO-4-FLUOROPHENOL	5.00 G
392-83-6	2-BROMOBENZOTRIFLUORIDE	25.00 G
393-15-7	5-AMINO-2-METHOXYBENZOTRIFLUORIDE	2.00 G
39319-11-4	TRIPHENYLPHOSPHINE, POLYMER-SUPPORTED 100-200 MESH; AVAILABLE IN USA	5.00 g

393-36-2	4-BROMO-3-(TRIFLUOROMETHYL)ANILINE	5.00 G
393-37-3	5-BROMO-2-FLUOROBENZOTRIFLUORIDE	25.00 G
39339-85-0	AMBERLYST A-26	1.00

39339-85-0	FLUORIDE, POLYMER-SUPPORTED	10.00 G
3934-20-1	2,4-DICHLOROPYRIMIDINE	10.00 G
3934-20-1	2,4-DICHLOROPYRIMIDINE 99% IRRITANT	50.00 g
393-52-2	2-FLUOROBENZOYL CHLORIDE	25.00 G
393-52-2	2-FLUOROBENZOYL CHLORIDE 98% BRN 636864; CORROSIVE / MOISTURE SENSITIV	25.00 g
393-75-9	4-CHLORO-3,5-DINITROBENZOTRIFLUORIDE	100.00 G
3937-96-0	P-TOLUENESULPHONYLACETIC ACID 98% BRN 2331311; EINECS 223-518-0; IRRIT	5.00 g
393-82-8	2,5-BIS(TRIFLUOROMETHYL)BENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	1.00 g
39416-48-3	PYRIDINIUM TRIBROMIDE	25.00 G
394-32-1	5'-FLUORO-2'-HYDROXYACETOPHENONE	5.00 G
3943-74-6	METHYL VANILLATE	25.00 G
3943-89-3	ETHYL 3,4-DIHYDROXYBENZOATE	25.00 G
394-41-2	3-FLUORO-4-NITROPHENOL 99%	5.00 g
394-41-2	3-FLUORO-4-NITROPHENOL	5.00 G
394-41-2	3-FLUORO-4-NITROPHENOL 99% HARMFUL; IRRITANT	5.00 g
394-50-3	3-FLUOROSALICYLALDEHYDE	1.00 G
3946-29-0	3,4'-DICHLOROPROPIOPHENONE	10.00 G
39512-50-0	1-(2-CHLOROPHENYL)PIPERAZINE >98% ASSAY METHOD: BY GC AND TITRIMETRIC	25.00 g
39512-50-0	1-(2-CHLORPHENYL)-PIPERAZINE APPROX 98%	10.00 g
39512-51-1	1-(OO-TOLYL)PIPERAZINE	5.00
3954-13-0	PENTYL ISOCYANATE	5.00 G
395-44-8	2-(TRIFLUOROMETHYL)BENZYL BROMIDE 98% CORROSIVE; LACHRYMATORY	5.00 g
3958-03-0	TETRABROMOTHIOPHENE	5.00 G
3958-60-9	2-NITROBENZYL BROMIDE	25.00 G
39603-24-2	5,7-DIMETHYLISATIN	25.00 G
39608-31-6	Z-SAR-OH	5.00 G
39620-02-5	5-BROMONICOTINOYL CHLORIDE 98% CORROSIVE	5.00 g
3963-62-0	2,2-DIPHENYLETHYLAMINE 96% IRRITANT	5.00 g
39637-74-6	(1S)-(-)-CAMPHANIC CHLORIDE 98% 99% EE/GLC	1.00 g
39637-99-5	(R)-(-)-ALPHA-METHOXY-ALPHA-(TRIFLUOROMETHYL)PHENYLACETYL CHLORIDE	250.00 MG
39637-99-5	R(-)-ALPHA-METHOXY-ALPHA-TRIFLUOROMETHYLPHENYLACETIC ACID CHLORIDE	500.00 MG
39643-31-7	2-PIPERIDINOANILINE	5.00 G
3964-52-1	4-AMINO-2-CHLOROPHENOL 98% IRRITANT	1.00 g
39649-71-3	4-(HEXYLOXY)BENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 g
3970-21-6	MEM CHLORIDE	25.00 G
3970-21-6	2-METHOXYETHOXYMETHYL CHLORIDE	500.00 ML
3970-40-9	2-CHLORO-3-NITROTOLUENE 98% IRRITANT	5.00g
39720-27-9	4-(CHLOROMETHYL)PHENYL ACETATE	5.00 G
39746-01-5	COREY ALDEHYDE BENZOATE	100.00 G
39755-95-8	5-METHOXYISATIN	25.00 G
39778-63-7	3-TERT-BUTYL-4-HYDROXYBENZOIC ACID METHYL ESTER	5.00
3978-80-1	BOC-TYR-OH	25.00 G
3978-81-2	4-TERT-BUTYLPYRIDINE 99% BRN: 107594; EC NUMBER: 2236142; IRRITANT	25.00 g
39793-31-2	4H-THIEN[1,2-B]PYRROLE-5-CARBOXYLIC ACID	1.00 G
39806-90-1	1-METHYL-4-IODO-1H-PYRAZOLE	1.00 G
39811-17-1	5-PHENYL-O-ANISIDINE 98+% IRRITANT	1.00 g
39827-11-7	BENZO[B]THIOPHENE-2-CARBONYL CHLORIDE	0.00
39827-11-7	BENZO[B]THIOPHENE-2-CARBONYL CHLORIDE 98% BRN 125174; CORROSIVE / MOIS	1.00 g
39828-35-8	2,4-DIMETHOXYBENZOYL CHLORIDE CORROSIVE; MOISTURE-SENSITIVE; TECH	1.00 g
3984-14-3	N,N-DIMETHYLSULFAMIDE	1.00 g
39885-50-2	4-AMINO-3-CHLOROBENZOTRIFLUORIDE >97% ASSAY METHOD: BY GAS CHROMATOGRA	25.00 g
39890-46-5	4-[2-(PIPERAZIN-1-YL)-ACETYL]-MORPHOLINE	5.00 G
39891-09-3	2-CHLOROPYRIDINE-5-ACETONITRILE	25.00 G
39891-12-8	5-BROMO-3-PYRIDYLACETIC ACID 98+% BRN 388264; IRRITANT	1.00 g
39901-94-5	PICOLINOYL CHLORIDE HYDROCHLORIDE	5.00 G
39920-37-1	2,6-DICHLOROPHENYL ISOCYANATE 98% FLAMMABLE SOLID; HIGHLY TOXIC	5.00 g
39931-77-6	ETHYL 3-PYRIDYLACETATE	25.00 G
39931-77-6	ETHYL 3-PYRIDYLACETATE 99% IRRITANT	5.00 g
39959-54-1	3-BROMOBENZYLAMINE HYDROCHLORIDE	25.00 G
39968-33-7	3H-1,2,3-TRIAZOLO[4,5-b]PYRIDIN-3-OL >98% ASSAY METHOD: BY TITRI METRIC	5.00g
399-72-4	5-FLUORO-2-METHYLINDOLE	5.00 g
399-75-7	5-FLUORO-2-METHYLBENZOTHAZOLE	5.00 G
39978-14-8	METHYL 3-AMINOTHIOPHENE-4-CARBOXYLATE HYDROCHLORIDE	5.00 G
39989-43-0	3,5-DICHLOROBENZYLAMINE	5.00 G
40015-15-4	(METHYLTHIO)ACETALDEHYDE DIMETHYL ACETAL 97% 50 G AVAILABLE ONLY IN KI	10.00 g
4001-73-4	2-BROMOBENZAMIDE 98% IRRITANT	10.00 g

40018-26-6	1,4-DITHIANE-2,5-DIOL	50.00 G
40054-01-1	6-BROMOMETHYL-2-PYRIDINEMETHANOL PACKAGED IN GLASS BOTTLES	1.00 g
4005-51-0	2-AMINO-1,3,4-THIADIAZOLE	1.00 G
4005-51-0	2-AMINO-1,3,4-THIADIAZOLE 97% IRRITANT	1.00 g

400-98-6	2-NITRO-4-(TRIFLUOROMETHYL)ANILINE	25.00 G
4009-98-7	(METHOXYMETHYL)TRIPHENYLPHOSPHONIUM CHLORIDE 98+% BRN 924215; EINECS 2	25.00 g
4009-98-7	(METHOXYMETHYL)TRIPHENYLPHOSPHONIUM CHLORIDE 97% HYGROSCOPIC; IRRITANT	100.00 g
40127-89-7	3-AMINO-6-(CHLOROMETHYL)-2-PYRAZINECARBONITRILE 4-OXIDE	1.00 G
40137-02-8	N-TERT-BUTYL-1,1-DIMETHYLALLYLAMINE	5.00 g
40138-18-9	5-METHOXY-2-FORMYLPHENYLBORONIC ACID	1.00 G
40150-98-9	4-ISOBUTYLBENZALDEHYDE	25.00 ML
401-55-8	ETHYL BROMOFLUOROACETATE	5.00 G
40172-95-0	1-(2-FUROYL)PIPERAZINE 98%	25.00 g
40175-06-2	ETHYL 1-METHYL-1,2,3,6-TETRAHYDRO-4-PYRIDINECARBOXYLATE 85% IRRITANT;	50.00 g
401815-98-3	2-FLUORO-4-PYRIDINYLBORONIC ACID	5.00
401-95-6	3,5-BIS(TRIFLUOROMETHYL)BENZALDEHYDE	5.00 G
4021-50-5	4-(TRIFLUOROMETHYLTHIO)BENZALDEHYDE	5.00 G
40216-83-9	H-HYP-OME HCL	26.00 g
402-23-3	3-(TRIFLUOROMETHYL)BENZYL BROMIDE	5.00 G
402-31-3	1,3-BIS(TRIFLUOROMETHYL)BENZENE	25.00 G
4023-34-1	CYCLOPROPANECARBONYL CHLORIDE	25.00 G
4023-34-1	CYCLOPROPANECARBONYL CHLORIDE 98% BRN 471286; EINECS 223-684-4; FLAMMA	25.00 g
4023-34-1	CYCLOPROPANECARBONYL CHLORIDE 98% CORROSIVE; FLAMMABLE LIQUID	25.00 g
402-43-7	4-BROMOBENZOTRIFLUORIDE	25.00 G
402-45-9	ALPHA,ALPHA,ALPHA-TRIFLUORO-P-CRESOL	5.00 G
402-45-9	4-HYDROXYBENZOTRIFLUORIDE 99%	5.00 g
402-49-3	4-(TRIFLUOROMETHYL)BENZYL BROMIDE 98% BRN 638980; CORROSIVE / LACHRYMA	5.00 g
402-49-3	4-(TRIFLUOROMETHYL)BENZYL BROMIDE 98%	25.00 g
402-65-3	2-FLUORO-4-PYRIDINECARBOXYLIC ACID	1.00 g
402-67-5	1-FLUORO-3-NITROBENZENE 98% BRN 1862210; EINECS 206-953-0; TOXIC; UN 2	50.00 g
402-67-5	1-FLUORO-3-NITROBENZENE 97% BRN: 1862210; EC NUMBER: 2069530	10.00 g
403-15-6	4-FLUORO-3-METHYLBENZOIC ACID	5.00 g
403-29-2	2-BROMO-4'-FLUOROACETOPHENONE	25.00 G
403-29-2	2-BROMO-4'-FLUOROACETOPHENONE 97% CORROSIVE; LACHRYMATOR	25.00 g
403-40-7	4-FLUORO-ALPHA-METHYLBENZYLAMINE	5.00 G
403-42-9	4-FLUOROCETOPHENONE	25.00 ML
403-43-0	4-FLUOROBENZOYL CHLORIDE	25.00
403-43-0	4-FLUOROBENZOYL CHLORIDE 98% BRN: 386215; CORROSIVE; EC NUMBER: 206961	5.00 g
403-43-0	4-FLUOROBENZOYL CHLORIDE 98%	25.00 ml
403-43-0	4-FLUOROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 g
403-54-3	3-FLUOROBENZONITRILE	10.00 G
40371-50-4	(S)-N-CARBOBENZYLOXY-4-AMINO-2-HYDROXYBUTYRIC ACID 96% EINECS: 254-892	5.00 g
4039-32-1	LITHIUM BIS(TRIMETHYLSILYL)AMIDE	10.00
40397-90-8	3-CHLORO-2-METHYLPHENYL ISOCYANATE	1.00G
40397-98-6	2,5-DIMETHYLPHENYL ISOCYANATE	10.00 G
40398-01-4	2-CHLORO-E-METHYLPHENYL ISOCYANATE	1.00 G
40411-25-4	2-ETHYLPHENYL ISOCYANATE	5.00 G
40411-25-4	2-ETHYLPHENYL ISOCYANATE 99% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
40411-27-6	5-CHLORO-2-METHYLPHENYL ISOCYANATE	1.00 G
4042-36-8	(R)-(+)-2-PYRROLIDONE-5-CARBOXYLIC ACID	10.00 G
40426-22-0	PALMITOLEOYL CHLORIDE SEALED AMPULE (LIQUID)	1.00 g
40465-45-0	4-CYANOPHENYL ISOCYANATE	2.00 G
40465-45-0	4-CYANOPHENYLISOCYANATE 95% EINECS: 254-934-0	5.00 g
404-70-6	3-FLUOROPHENETHYLAMINE	5.00 G
404-70-6	3-FLUOROPHENETHYLAMINE 99% CORROSIVE	5.00 g
404-71-7	3-FLUOROPHENYL ISOCYANATE	25.00 G
404-71-7	3-FLUOROPHENYL ISOCYANATE 98+% BRN 774879; EINECS 206-966-1; FLAMMABLE	25.00 g
40530-18-5	5-BROMO-2-HYDROXYBENZONITRILE	5.00 G
405-39-0	N-ALPHA,N-EPSILON-DI-Z-L-LYSINE	5.00 G
405-99-2	4-FLUOROSTYRENE 99% FLAMMABLE LIQUID; INHIBITED WITH TERT-BUTYL CATECHO	10.00 g
40635-66-3	1-CHLOROCARBONYL-1-METHYLETHYL ACETATE 95% CORROSIVE; LACHRYMATOR	25.00 g
4066-41-5	5-ACETYLTHIOPHENE-2-CARBOXYLIC ACID 98+% IRRITANT	5.00 g
4068-75-1	METHYL 5-IODOSALICYLATE	10.00 G
4068-78-4	METHYL 5-CHLORO-2-HYDROXYBENZOATE	2.00 G
40891-33-6	DICHLOROBIS(TRI-O-TOLYLPHOSPHINE)PALLADIUM(II)	5.00 G
406-93-9	4,4,4-TRIFLUOROBUTYRIC ACID	1.00
40696-22-8	2-METHOXY-1-NAPHTHALENEMETHANOL	5.00 G
40706-98-7	2-BROMO-3',4'-DIFLUOROACETOPHENONE	5.00 G
407-22-7	2-FLUORO-6-METHYLPYRIDINE 98% BRN 107084; EINECS 206-980-8; FLAMMABLE	5.00 g
40724-67-2	(1S)-(+)-KETOPINIC ACID	1.00G
407-25-0	TRIFLUOROACETIC ANHYDRIDE	25.00

407-38-5	2,2,2-TRIFLUOROETHYL TRIFLUOROACETATE	100.00 G
407-47-6	2,2,2-TRIFLUOROETHYL ACRYLATE	5.00 G
4076-36-2	5-METHYLTETRAZOLE	25.00 G

40870-59-5	4-METHYL-3-NITROBENZYL ALCOHOL 99%	10.00 g
40894-00-6	3-BROMO-2,2-DIMETHYL-1-PROPANOL	5.00 ML
40894-00-6	3-BROMO-2,2-DIMETHYL-1-PROPANOL 96% IRRITANT	5.00 ml
40928-13-0	4-CHLORO-ISATOIC ANHYDRIDE	10.00 G
40949-94-8	POTASSIUM BIS(TRIMETHYLSILYL)AMIDE	100.00 ML
40949-94-8	POTASSIUM BIS(TRIMETHYLSILYL)AMIDE 0.5 M SOLUTION IN TOLUENE; BRN: 40	100.00 ml
40987-25-5	4-BENZYL-2-(CHLOROMETHYL)MORPHOLINE	1.00 G
4099-35-8	S-(2-AMINOETHYL)-L-CYSTEINE HYDROCHLORIDE MIN 98% ASSAY METHOD: TLC; S	1.00 g
4100-13-4	1,2,3-THIADIAZOLE-4-CARBOXYLIC ACID	1.00 G
41003-94-5	DIETHYL (ISOCYANOMETHYL)PHOSPHONATE 97% BRN: 4674920; IRRITANT	1.00 ml
41011-01-2	2-BROMO-1-(3-CHLOROPHENYL)ETHAN-1-ONE	1.00 G
41018-86-4	2,3-DIMETHYL-7-NITROINDOLE 95+% APP: LUSTROUS ORANGE CRYSTALLINE SOLID	2.50 g
41019-45-8	5-(4-CHLOROPHENYL)-2-FUROIC ACID 97% IRRITANT	1.00 g
4104-45-4	3-(METHYLTHIO)PROPYLAMINE 97% AVAILABLE IN USA AND EUROPE; EINECS 223-	5.00 g
41052-75-9	2-CHLOROPHENYLHYDRAZINE HYDROCHLORIDE 97% HARMFUL; IRRITANT	5.00 g
4105-93-5	DIETHYL 1,3,5-BENZENETRICARBOXYLATE	1.00 G
41085-43-2	2-BROMO-3-NITROTOLUENE 99% IRRITANT	100 g
4111-54-0	LITHIUM DIISOPROPYLAMIDE	100.00 ML
4114-31-2	ETHYL CARBAZATE	25.00 G
41175-50-2	8-HYDROXYJULOLIDINE	1.
41186-03-2	1-(3-METHYLPHENYL)-PIPERAZINE	5.00 G
41195-90-8	2,3-DICHLOROPHENYL ISOCYANATE	5.00 G
41195-90-8	2,3-DICHLOROPHENYL ISOCYANATE 97% HIGHLY TOXIC; LACHRYMATOR	1.00 g
41197-29-9	DICHLOROMETHANESULPHONYL CHLORIDE 95% BRN 1811946; CORROSIVE / MOISTUR	10.00 g
41200-96-8	2,4-DICHLORO-5-ISOPROPDXYANILINE 98% EINECS 255-258-9; HARMFUL; UN 281	5.00 g
41202-32-8	1-(2-CHLOROPHENYL)PIPERAZINE MONOHYDROCHLORIDE 98%	10.00 g
41202-77-1	1-(2,3-DICHLOROPHENYL)-PIPERAZINE >98%	2.00 g
41221-47-0	METHYL 3-ISOCYANATOBENZOATE 97% LACHRYMATOR; MOISTURE-SENSITIVE	1.00 g
4122-68-3	4-CHLOROPHENOXYACETYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	25.00 g
41233-93-6	POTASSIUM TERT-PENTOXIDE	1.00 L
4124-41-8	P-TOLUENESULFONIC ANHYDRIDE	25.00 G
41295-20-9	4-AMINO-4WETHYLDIPHENYL ETHER >97% ASSAY METHOD: BY GC AND TITRIMETR	25.00 g
41306-45-0	1,2-DIMETHYL-2-THIOPSEUDOUREA HYDRIODIDE 98% HYGROSCOPIC; LIGHT-SENSIT	5.00 g
4132-28-9	2,3,4,0-TETRA-O-BENZOYL-D-GLUCOPYRANOSE 98% MIXTURE OF ANOMERS	5.00 g
4136-95-2	2,4,6-TRICHLOROBENZOYL CHLORIDE	5.00 G
4136-95-2	2,4,6-TRICHLOROBENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR; USEFUL FOR	5.00 g
41371-53-3	2-IMIDAZOLIDONE-4-CARBOXYLIC ACID 97%	100.00 mg
4137-56-8	METHYL 2,3-0-ISOPROPYLIDENE-5-0-(P-TOLYLSULFONYL)-BETA-D-RIBOFURANOSIDE	10.00 G
41406-00-2	3-ISOPROPDXYANILINE >98% ASSAY METHOD: BY GC	25.00 ml
4144-62-1	5-BENZOYLPENTANOIC ACID	1.00 G
41513-78-4	N-(2-CARBOXYPHENYL)PHTHALIMIDE	5.00 G
4152-90-3	3-CHLOROBENZYLAMINE	5.00 G
4152-90-3	3-CHLOROBENZYLAMINE 98% IRRITANT	5.00 g
41536-44-1	2-MORPHOLINOPHENOL 98% IRRITANT	5.00 g
41624-92-4	METHYL 8-CHLORO-8-OXOOCTANOATE	5.00G
41624-92-4	METHYL 8-CHLORO-8-OXOOCTANOATE 96% CORROSIVE; LACHRYMATOR	5.00 g
41667-95-2	5,6-DICHLORONICOTINIC ACID	5.00 G
41680-34-6	3-AMINO-4-PYRAZOLECARBOXYLIC ACID	5.00 G
4170-30-3	CROTONALDEHYDE	250.00 ML
41716-18-1	1 -METHYL-1H-IMIDAZOLE-4-CARBOXYLIC ACID 98%	500.00 mg
4180-23-8	TRANS-ANETHOLE	10.00
41825-73-4	2-BROMO-4,6-DIMETHYLANILINE >95% ASSAY METHOD: BY GC; IRRITANT; TOXIC	25.00 g
41838-46-4	4-AMINO-1-METHYLPYRIDINE	500.00 MG
41840-27-1	2-MERCAPTO-4,6-DIMETHYLPYRIMIDINE, SODIUM SALT 98%	10.00 g
4184-79-6	16-DIMETHYL-1H-BENZOTRIAZOLE	5.00 G
41863-47-2	0-PHOSPHO-DL-TYROSINE	100.00
4187-38-6	(R)-1-(4-METHYLPHENYL)ETHYLAMINE 98+% CORROSIVE 1 HARMFUL / AIR SENSIT	5.00 g
4187-86-4	1-PENTYN-3-OL	1.00 G
41931-18-4	4-BROMOPHENYLHYDRAZINE HYDROCHLORIDE	50.00 G
420-04-2	CYANAMIDE	25.00 G
420-04-2	CYANAMIDE 99% BRN: 1732569; CONTAINS STABILIZERS AND A TRACE OF MOISTU	100.00 g
420-04-2	CYANAMIDE 99% CONTAINS STABILIZERS AND A TRACE OF MOISTURE; CORROSIVE;	100.00 g
420-12-2	ETHYLENE SULFIDE	100.00 G
42014-51-7	BROMOACETIC ACID N-HYDROXYSUCCINIMIDE ESTER	100.00 MG
42019-78-3	4-CHLORO-4'-HYDROXYBENZOPHENONE 98% IRRITANT	10.00 g
4202-14-6	DIMETHYL (2-OXOPROPYL)PHOSPHONATE	1.000

420-25-7	1-BROMO-1-FLUOROETHYLENE	25.00 G
420-37-1	TRIMETHYLOXONIUM TETRAFLUOROBORATE	10.00 G
4206-67-1	(IODOMETHYL)TRIMETHYLSILANE	5.00 ML
4207-56-1	PHENYLTRIMETHYLAMMONIUM TRIBROMIDE	25.00 G

4207-56-1	PHENYLTRIMETHYLAMMONIUM BROMIDE DIBROMIDE	100.00 G
42087-80-9	METHYL 4-CHLORO-2-NITROBENZOATE	25.00 G
421-06-7	2-BROMO-1,1,1-TRIFLUOROETHANE	5.00
4214-74-8	2-AMINO-3,5-DICHLOROPYRIDINE 97% IRRITANT	25.00 g
4214-79-3	5-CHLORO-2-PYRIDINOL	10.00 G
421-50-1	1,1,1-TRIFLUOROACETONE	100.00 G
42152-46-5	COPPER(I) TRIFLUOROMETHANESULFONATE BENZENE COMPLEX	1.00 G
42152-46-5	COPPER(I) TRIFLUOROMETHANESULFONATE BENZENE COMPLEX 90% EC NUMBER: 255	1.00 g
421-53-4	TRIFLUOROACETALDEHYDE MONOHYDRATE TECH	10.00 g
421-83-0	TRIFLUOROMETHANESULFONYL CHLORIDE	25.00 G
421-83-0	TRIFLUOROMETHANESULFONYL CHLORIDE 99+% CORROSIVE; LACHRYMATOR; RU(II)	25.00 g
42185-03-5	2-N-PROPDXYETHYLAMINE	5.00 ML
42196-31-6	PALLADIUM(II)TRIFLUOROACETATE	1.00 G
4224-70-8	6-BROMOHEXANOIC ACID 98% CORROSIVE; USED TO PREPARE DIARYL THIOETHERS	5.00 g
4232-72-8	(4-METHYL-2,3,5,6-TETRAFLUOROPHENYL)HYDRAZINE 97% IRRITANT	1.00 g
42330-59-6	(2-CHLORO-3-PYRIDINYL)METHANOL	1.00 G
42330-88-1	2-(3-CHLOROPROPDXY)TETRAHYDRO-2H-PYRAN 97%	10.00 ml
423768-54-1	2-MORPHOLINONICOTINIC ACID 97%	1.00 g
423768-56-3	5-METHYL-1-(2-METHYLPHENYL)-1H-PYRAZOLE-4-CARBOXYLIC ACID	1.00 G
42417-65-2	Z-MEVAL-OH	1.00 g
4244-84-2	BETA-ALANINE ETHYL ESTER HYDROCHLORIDE	50.00 G
4244-84-2	BETA-ALANINE ETHYL ESTER HYDROCHLORIDE 98% BRN: 3559095; EC NUMBER: 22	10.00 g
4246-51-9	4,7,10-TRIOXA-1,13-TRIDECANEDIAMINE	500.00 ML
4248-19-5	TERT-BUTYL CARBAMATE	25.00 G
42518-06-9	4-AMIDINOPYRIDINIUM CHLORIDE	5.00 G
42521-08-4	2,6-DICHLOROPYRIDINE-4-CARBONYL CHLORIDE 97%	1.00 g
4252-78-2	2,2W-TRICHLOROACETOPHENONE 97% CORROSIVE; LACHRYMATOR	100.00 g
4253-89-8	ISOPROPYL DISULFIDE	25.00 G
4254-15-3	(S)-(+)-1,2-PROPANEDIOL 99% CHIRAL SYNTHETIC INTERMEDIATE AND SUBSTRAT	1.00 g
4254-29-9	2-INDANOL 99% BRN 1862567; EINECS 224-230-8	25.00 g
42564-51-2	4-FLUORO-3-NITROBENZALDEHYDE	1.00 g
42601-04-7	3,4-DIFLUOROPHENYL ISOCYANATE	10.00 G
4261-67-0	3-DIMETHYLAMINO-2-METHYLPROPYL CHLORIDE HYDROCHLORIDE 98%	25.00 g
4261-68-1	2-(DIISOPROPYLAMINO)ETHYL CHLORIDE HYDROCHLORIDE 97% HIGHLY TOXIC; IRR	25.00 g
42712-64-1	2-AMINO-4-HYDROXYQUINOLINE HYDRATE 97% BEN 124785; CONTAINS UP TO 10%	5.00 g
4273-98-7	2-(PHENYLSULFONYL)ANILINE 97%	5.00 g
4274-38-8	2-AMINO-4-(TRIFLUOROMETHYL)BENZENETHIOL HYDROCHLORIDE	25.00 G
42789-13-9	1,2-NONANEDIOL >99% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTEED RE	5.00 g
42835-89-2	6-FLUORO-1,2,3,4-TETRAHYDRO-2-METHYLQUINOLINE 98% IRRITANT	5.00 g
4285-42-1	N-METHYL-N-PHENYLCARBAMOYL CHLORIDE	5.00 G
42860-04-8	4-CHLORO-3-IODOBENZOIC ACID	5.00 G
42860-04-8	4-CHLORO-3-IODOBENZOIC ACID 98%	5.00 g
42899-76-3	PYRIDINE-3-SULFONYL CHLORIDE HYDROCHLORIDE	1.00 G
42918-86-5	Z-ABU-OH	5.00 G
42918-86-5	Z-2-ABU-OH	5.00 G
429-41-4	TETRABUTYLAMMONIUM FLUORIDE	100.00
429-41-4	TETRA-N-BUTYLAMMONIUM FLUORIDE	100.00 ML
429-41-4	TETRABUTYLAMMONIUM FLUORIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; BRN: 3	100.00 ml
429-41-4	TETRABUTYLAMMONIUM FLUORIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; FLAMMA	100.00 ml
429-41-4	TETRABUTYLAMMONIUM FLUORIDE 15 WT % ON ALUMINA; HYGROSCOPIC; IRRITANT	25.00 g
4294-57-9	P-TOLYLMAGNESIUM BROMIDE	100.00 ML
4301-14-8	ETHYNYLMAGNESIUM BROMIDE	100.00 ML
43038-37-5	2-PHENOXYBENZHYDRAZIDE	5.00 G
43038-45-5	1-NAPHTHOIC HYDRAZIDE	5.00
43064-12-6	1,2,3,6-TETRAHYDRO-4-PHENYLPYRIDINE HYDROCHLORIDE >98% ASSAY METHOD: B	5.00 g
43100-38-5	4-TERT-BUTYLBENZOIC HYDRAZIDE	25.00 G
431-35-6	3-BROMO-1,1,1-TRIFLUOROACETONE .	25.00 G
431-35-6	3-BROMO-1,1,1-TRIFLUOROACETONE 96% BRN: 1703387; CORROSIVE; EC NUMBER:	5.00 g
431-47-0	METHYL TRIFLUOROACETATE	100.00 G
4316-35-2	(1,1-DIMETHOXYETHYL)BENZENE	5.00 G
431-67-4	1,1-DIBROMO-3,3,3-TRIFLUOROACETONE	5.00 G
43183-36-4	1-(TRIMETHYLSILYL)-1H-BENZOTRIAZOLE	5.00 G
4318-37-0	1-METHYLHOMOPIPERAZINE	5.00 ML
4318-37-0	1-METHYLHOMOPIPERAZINE 98% CORROSIVE	5.00 ml
4319-49-7	4-AMINOMORPHOLINE	10.00 G

4326-36-7	N-(TERT-BUTOXYCARBONYL)-L-TYROSINE METHYL ESTER	5.00 G
4333-56-6	CYCLOPROPYL BROMIDE 99% EXTREMELY FLAMMABLE; IRRITANT; KEEP COLD; LACH	10.00 g
4334-87-6	(3-ETHOXYCARBONYLPHENYL)BORONIC ACID	1.00 G
4336-70-3	(CYANOMETHYL)TRIPHENYLPHOSPHONIUM CHLORIDE	25.00 G
433-97-6	2-(TRIFLUOROMETHYL)BENZOIC ACID	5.00 G

4341-24-6	5-METHYL-1,3-CYCLOHEXANEDIONE	5.00 G
4344-55-2	4-BUTOXYANILINE	25.00 G
4344-55-2	4-BUTOXYANILINE 97% IRRITANT; TOXIC	5.00 g
434-45-7	2,2,2-TRIFLUOROACETOPHENONE	25.00 G
4347-31-3	2-FORMYLTHIOPHENE-3-BORONIC ACID	1.00 G
4347-33-5	5-FORMYLTHIOPHENE-2-BORONIC ACID	5.00 G
4347-33-5	5-FORMYL-2-THIOPHENE BORONIC ACID	1.00 G
434-76-4	2-AMINO-6-FLUOROBENZOIC ACID 98% BRN: 3540926; IRRITANT; RECENTLY USED	5.00 g
434-76-4	2-AMINO-6-FLUOROBENZOIC ACID	5.00 G
4360-63-8	2-BROMOMETHYL-1,3-DIOXOLANE	25.00 G
4360-63-8	2-BROMOMETHYL-1,3-DIOXOLANE 96% MOISTURE-SENSITIVE	25.00 g
4363-93-3	4-QUINOLINECARBOXALDEHYDE	10.00 G
4376-18-5	MONO-METHYL PHTHALATE	25.00 G
437-81-0	2,6-DIFLUOROBENZALDEHYDE	25.00 G
4392-24-9	CINNAMYL BROMIDE	5.00 G
4394-85-8	4-FORMYLMORPHOLINE	100.00 G
4397-53-9	4-(BENZYL OXY) BENZALDEHYDE	25.00 G
440-17-5	TRIFLUOPERAZINE DIHYDROCHLORIDE	5.00
4403-36-5	2-PHTHALIMIDOETHANESULFONYL CHLORIDE	10.00 G
4403-69-4	2-AMINOBENZYLAMINE 98% CORROSIVE; LACHRYMATOR	10.00 g
4403-71-8	4-AMINOBENZYLAMINE 99% CORROSIVE	10.00 g
440-60-8	2,3,4,5-M-PENTAFLUOROBENZYL ALCOHOL 98% BRN 2052669; EINECS 207-126-7;	5.00 g
4408-78-0	PHOSPHONOACETIC ACID CRYSTALLINE; RTECS: AJ3278000	5.00 g
4411-25-0	1-ADAMANTYL ISOCYANATE	1.00 G
4411-25-0	1-ADAMANTYL ISOCYANATE 98% LACHRYMATOR; MOISTURE-SENSITIVE	1.00 g
4412-91-3	3-FURANMETHANOL	5.00 G
4414-88-4	2-BENZIMIDAZOLYLACETONITRILE	10.00 G
4415-82-1	CYCLOBUTANEMETHANOL	5.00 G
4415-82-1	CYCLOBUTANEMETHANOL 99% BRN 2036027; EINECS 224-575-4; FLAMMABLE; TSCA	5.00 g
4420-74-0	(3-MERCAPTOPROPYL)TRI METHOXY SILANE	25.00 G
4423-79-4	2,2-PENTAMETHYLENE-1,3-DIOXOLAN-4-ONE IRRITANT	5.00 g
4426-79-3	SEC-BUTYL ISOTHIOCYANATE	5.00 G
4432-77-3	N-TERT-BUTYLETHYLAMINE	25.00 ML
4433-63-0	ETHYLBORONIC ACID	1.00 G
443-48-1	METRONIDAZOLE	5.00 G
4436-24-2	(2,3-EPDXYPROPYL)BENZENE	5.00 G
443-69-6	5-FLUOROISATIN	5.00 G
443-86-7	3-FLUORO-2-METHYLANILINE 99% IRRITANT	5.00 g
4442-79-9	2-CYCLOHEXYLETHANOL 99% BRN: 1848152; EC NUMBER: 2246721; RTECS: KK352	5.00 ml
444-30-4	2-HYDROXYBENZOTRIFLUORIDE >95% ASSAY METHOD: BY GC; FLAMMABLE SOLID; H	10.00g
444-30-4	ALPHA,ALPHA,ALPHA-TRIFLUORO-O-CRESOL 97% FLAMMABLE SOLID; IRRITANT	1.00 g
4444-67-1	DI-SEC-BUTYLAMINE 99% CORROSIVE; FLAMMABLE LIQUID; MIXTURE OF (+/-) AN	50.00 g
445-28-3	2-FLUOROBENZAMIDE	10.00
4455-13-4	ETHYL (METHYLTHIO)ACETATE 98% BRN 1744999; COMMENT1: IN THE PRESENCE 0	100.00 g
4465-13-4	ETHYL (METHYLTHIO)ACETATE 98% ORIGINAL CATALOG NUMBER: LCX10341G0100;	100.00 g
4455-77-0	(METHOXYMETHYL)DIPHENYLPHOSPHINE OXIDE	25.00 G
446-08-2	2-AMINO-5-FLUOROBENZOIC ACID	10.00 G
4460-86-0	2A,5-TRIMETHOXYBENZALDEHYDE	25.00 G
4461-30-7	CHLOROACETYL ISOCYANATE	5.00 G
4461-33-0	BENZOYL ISOCYANATE	1.00 G
446-22-0	2'-FLUOROPROPIOPHENONE	10.00 G
446-32-2	4-FLUOROANTHRANILIC ACID >97% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; P	5.00 g
446-34-4	3-FLUORO-4-NITROTOLUENE 99% IRRITANT	5.00 g
446-35-5	2,4-DIFLUORONITROBENZENE 99% IRRITANT; TOXIC	100.00 g
446-35-5	2,4-DIFLUORONITROBENZENE	25.00 G
446-48-0	2-FLUOROBENZYL BROMIDE	25.00 G
446-48-0	2-FLUOROBENZYL BROMIDE 98% BRN 1099894; CORROSIVE / LACHRYMATORY; EINE	25.00 g
446-51-5	2-FLUOROBENZYL ALCOHOL 98% BRN 2079486; EINECS 207-170-7; IRRITANT	5.00 g
446-52-6	2-FLUOROBENZALDEHYDE	10.00 G
4466-59-5	3,6-DICHLOROPHTHALIC ANHYDRIDE	1.00 G
4468-59-1	4-HYDROXY-3-METHOXYPHENYLACETONITRILE 99% IRRITANT	1.00 g
447-61-0	ALPHA,ALPHA,ALPHA-TRIFLUORO-O-TOLUALDEHYDE	25.00 G
4495-66-3	4-BENZYL OXYPROPIOPHENONE	10.00 G
4498-39-9	4-METHYLTHIAZOLE-2-THIOL	25.00 G
4498-39-9	4-METHYLTHIAZOLE-2-THIOL 97% AIR-SENSITIVE	25.00 g
4502-14-1		10.00 g

OCTOPAMINE HYDROCHLORIDE 98%

4506-71-2	ETHYL 2-AMINO-4,5,6,7-TETRAHYDROBENZO(B)THIOPHENE-3-CARBOXYLATE	1.00 G
4513-94-4	PYRROLE-2-CARBONITRILE	5.00 G
451-40-1	DEOXYBENZOIN 97% BRN 1072876; EINECS 207-193-2; REACTION WITH ACETONIT	25.00 g
451-46-7	ETHYL 4-FLUOROBENZOATE	100.00 G

451-46-7	ETHYL 4-FLUOROBENZOATE 99%	100.00 g
4519-39-5	2,3-DIFLUOROBENZOIC ACID 97% IRRITANT	25.00 g
4519-40-8	2,3-DIFLUOROANILINE 98% IRRITANT	5.00 g
452-06-2	2-AMINOPURINE	100.00 MG
452-08-4	2-BROMO-4-FLUOROANISOLE	5.00 G
4521-28-2	4-(4-METHOXYPHENYL)BUTYRIC ACID 97% BRN: 2416568; EC NUMBER: 2248493	5.00 g
4521-33-9	5-NITRO-2-THIOPHENECARBOXALDEHYDE	5.00 G
4521-61-3	3,4,5-TRIMETHOXYBENZOYL CHLORIDE	25.00 G
4521-61-3	3,4,5-TRIMETHOXYBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	25.00 g
452-35-7	6-ETHOXY-2-BENZOTHAZOLESULFONAMIDE 97% IRRITANT	1.00 g
4524-93-0	CYCLOPENTANECARBONYL CHLORIDE	5.00 G
4524-93-0	CYCLOPENTANECARBONYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 g
4525-33-1	DIMETHYL PYROCARBONATE 95% IRRITANT; MOISTURE-SENSITIVE	25.00 g
452-58-4	2,3-DIAMINOPYRIDINE	1.00 G
452-69-7	4-FLUORO-3-METHYLANILINE 97% EINECS 207-207-7; HARMFUL / IRRITANT; UN	5.00 g
452-70-0	4-FLUORO-3-METHYLPHENOL 98% IRRITANT	5.00 g
452-74-4	4-BROMO-3-FLUOROTOLUENE	25.00 G
452-74-4	4-BROMO-3-FLUOROTOLUENE 98% FLAMMABLE LIQUID; IRRITANT	5.00 g
452-74-4	4-BROMO-3-FLUOROTOLUENE 98%	25.00 g
452-77-7	3-FLUORO-4-METHYLANILINE	25.00 G
452-77-7	3-FLUORO-4-METHYLANILINE 99% IRRITANT; TOXIC	25.00 g
452-84-6	2-FLUORO-5-METHYLANILINE	25.00 ML
4530-20-5	N-(TERT-BUTOXYCARBONYL)GLYCINE	1.00 G
4530-20-5	BOC-GLY-OH	25.00 G
453-71-4	4-FLUORO-3-NITROBENZOIC ACID 98%	25.00 g
4541-14-4	4-BENZYLOXY-1-BUTANOL	25.00 ML
4543-96-8	N,N,N'-TRIMETHYL-1,3-PROPANEDIAMINE	5.00 G
4543-96-8	N,N',2-TRIMETHYL-1,3-PROPANEDIAMINE	5.00 G
454-63-7	3-(TRIFLUOROMETHYL)CYCLOHEXANOL	3.00 G
4548-45-2	2-CHLORO-S-NITROPYRIDINE	25.00 G
454-89-7	ALPHA,ALPHA,ALPHA-TRIFLUORO-M-TOLUALDEHYDE	25.00 G
454-90-0	3-(TRIFLUOROMETHYL)ANISOLE	25.00 G
455-14-1	4-AMINOBENZOTRIFLUORIDE	10.00 ML
455-19-6	ALPHA,ALPHA,ALPHA-TRIFLUORO-P-TOLUALDEHYDE	10.00 G
45534-08-5	5-(METHYLTHIO)-1H-1,2,4-TRIAZOL-3-AMINE 95+%	1.00 g
455-37-8	3-FLUOROBENZAMIDE 99%	10.00 g
455-38-9	3-FLUOROBENZOIC ACID	25.00 G
4556-23-4	4-MERCAPTOPYRIDINE	10.00 G
4556-23-4	4-MERCAPTOPYRIDINE 95% IRRITANT	1.00 g
456-03-1	W-FLUOROPROPIOPHENONE	5.00 G
456-04-2	2-CHLORO-4'-FLUOROACETOPHENONE 99% BRN: 637860; CORROSIVE; EC NUMBER:	100.00 g
456-04-2	2-CHLORO-4'-FLUOROACETOPHENONE 99% CORROSIVE; LACHRYMATOR	100.00 g
456-22-4	4-FLUOROBENZOIC ACID	25.00 G
456-22-4	4-FLUOROBENZOIC ACID 98%	100.00 g
4563-33-1	ALPHA-TOLUENESULFONAMIDE 98% HARMFUL	1.00 g
456-41-7	3-FLUOROBENZYL BROMIDE	5.00 G
456-42-8	3-FLUOROBENZYL CHLORIDE 96% CORROSIVE; LACHRYMATOR	5.00 g
45644-21-1	2-AMINO-6-CHLOROPYRIDINE	25.00
456-47-3	3-FLUOROBENZYL ALCOHOL 98% BRN 2242511; EINECS 207-265-3; IRRITANT	5.00 g
456-48-4	3-FLUOROBENZALDEHYDE	50.00 G
456-48-4	3-FLUOROBENZALDEHYDE 97% BRN: 970178; EC NUMBER: 2072669; IRRITANT	50.00 g
4565-31-5	5-FORMYL-2-THIOPHENECARBOXYLIC ACID	5.00 G
456-71-3	4-(TRIFLUOROMETHOXY)BENZAMIDE	5.00 G
4568-71-2	3-BENZYL-5-(2-HYDROXYETHYL)-4-METHYLTHIAZOLIUM CHLORIDE	25.00 G
4584-46-7	2-DIMETHYLAMINOETHYL CHLORIDE HYDROCHLORIDE	500.00 G
4584-46-7	2-(DIMETHYLAMINO)ETHYL CHLORIDE HYDROCHLORIDE 99% HIGHLY TOXIC; IRRITA	100.00 g
459-03-0	(4-FLUOROPHENYL)ACETONE 98%	10.00 g
459-04-1	4-FLUOROPHENYLACETYL CHLORIDE	1.00 G
459-04-1	4-FLUOROPHENYLACETYL CHLORIDE 97% A USEFUL PHARMACEUTICAL INTERMEDIATE	5.00 g
459-19-8	4-FLUOROPHENETHYLAMINE HYDROCHLORIDE	5.00 G
4593-90-2	3-PHENYLBUTYRIC ACID	5.00 G
459-56-3	4-FLUOROBENZYL ALCOHOL 97% BRN 1446930; EINECS 207-292-0; IRRITANT	5.00 g
459-57-4	4-FLUOROBENZALDEHYDE 98% IRRITANT	10.00 g
459-57-4	4-FLUOROBENZALDEHYDE	50.00 G
459-57-4	4-FLUOROBENZALDEHYDE 98% BRN: 385857; EC NUMBER: 2072936; IRRITANT	50.00 g
459-72-3	ETHYL FLUOROACETATE	50.00 G

4597-87-9	2-(METHYLAMINO)PYRIDINE 98% IRRITANT	5.00 g
460-00-4	1-BROMO-4-FLUOROBENZENE	25.00 G
460-32-2	3-BROMO-1,1,1-TRIFLUOROPROPANE	5.00 G
460-40-2	3,3,3-TRIFLUOROPROPIONALDEHYDE 97%	1.00 g

4606-65-9	3-PIPERIDINEMETHANOL	25.00 G
461-98-3	4-AMINO-2,6-DIMETHYLPYRIMIDINE	2.00
4620-70-6	2-(TERT-BUTYLAMINO)ETHANOL	100.00 G
462-08-8	3-AMINOPYRIDINE 99% BRN: 105692; EC NUMBER: 2073222; HIGHLY TOXIC; IRR	25.00 g
462-08-8	3-AMINOPYRIDINE 99% AVAILABLE IN USA AND EUROPE	25.00 g
462-08-8	3-AMINOPYRIDINE 99% HIGHLY TOXIC; IRRITANT	25.00 g
4628-39-1	URACIL-4-ACETIC ACID MIN 98% CRYSTALLINE	1.00 g
462-94-2	1,5-DIAMINOPENTANE	5.00 G
463-00-3	GAMMA-GUANIDINOBUTYRIC ACID	5.00 G
4635-59-0	4-CHLOROBUTYRYL CHLORIDE 98% BRN 773860; EINECS 225-059-1; RTECS EM140	10.00 g
4637-24-5	N,N-DIMETHYLFORMAMIDE DIMETHYL ACETAL	100.00 ML
4637-24-5	N,N-DIMETHYLFORMAMIDE DIMETHYL ACETAL 94% BRN: 506020; EC NUMBER: 2250	100.00 ml
4640-66-8	4-CHLOROBENZOYLACETONITRILE 98% BRN 743368; IRRITANT	25.00 g
464-07-3	3,3-DIMETHYL-2-BUTANOL	25.00 G
4644-61-5	ETHYL 4-PIPERIDONE-3-CARBOXYLATE HYDROCHLORIDE	25.00 G
464-48-2	L(-)-CAMPHOR	10.00 G
464-48-2	(1S)-(-)-CAMPHOR	5.00 G
465514-72-1	3-(2-(4-METHYLPHENYL)ACETYL)BENZONITRILE	1.00 G
465515-36-0	1-BENZOTHIOPHENE-3-CARBOXIMIDAMIDINE HYDROCHLORIDE HYDRATE 97%	1.00 g
4659-45-4	2,6-DICHLOROBENZOYL CHLORIDE 99% BRN 639531; CORROSIVE / MOISTURE SENS	10.00 g
4659-45-4	2,6-DICHLOROBENZOYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	50.00 g
4659-45-4	2,6-DICHLOROBENZOYL CHLORIDE	10.00 G
46828-05-1	DIMETHYL 5-ISOCYANATOISOPHTHALATE	2.00 G
4683-50-5	3-METHOXY-2-CYCLOPENTEN-1-ONE	5.00 G
4693-91-8	4-METHOXYPHENYLACETYL CHLORIDE 98% BRN: 908061; CORROSIVE; MOISTURE-SE	2.00 g
4693-91-8	4-METHOXYPHENYLACETYL CHLORIDE 98% CORROSIVE / MOISTURE SENSITIVE; UN	5.00 g
4697-62-5	2-BROMO-4,5-DIMETHOXYPHENYLACETIC ACID	5.00 G
4701-17-1	5-BROMO-2-THIOPHENECARBOXALDEHYDE	25.00 G
4704-77-2	3-BROMO-1,2-PROPANEDIOL 98% CORROSIVE; PROTECTING REAGENT FOR CARBONYL	5.00 g
470-82-6	EUCALYPTOL	10.00
470-82-6	CINEOLE	100.00 ML
471-34-1	CALCIUM CARBONATE 99+% ACS REAGENT; BA <=0.005%; CL- <=0.001%; EC NUMB	100.00 g
471-34-1	CALCIUM CARBONATE	100.00 G
47355-10-2	BOC-TRP(CHO)-OH	8.00 G
4740-78-7	GLYCEROL FORMAL	250.00 ML
4744-50-7	2,3-PYRAZINEDICARBOXYLIC ANHYDRIDE	5.00 G
4746-97-8	1,4-CYCLOHEXANEDIONE MONO-ETHYLENE KETAL	25.00 G
4747-21-1	N-METHYLISOPROPYLAMINE	10.00 ML
4747-21-1	N-METHYLISOPROPYLAMINE 98% BRN: 1730877; CORROSIVE; EC NUMBER: 2252667	5.00 ml
4747-72-2	CYCLOPROPYL ISOCYANATE	1.00 g
4748-78-1	4-ETHYLBENZALDEHYDE	25.00 G
475-11-6	N-ME-PRO-OH STORAGE TEMPERATURE: RT	1.00 g
4753-59-7	4-BROMOBUTYL ACETATE 98%	10.00 g
4753-75-7	N-METHYLFURFURYLAMINE	1.00 G
4755-50-4	4-DIMETHYLAMINOBENZOYL CHLORIDE 97% BRN 1100858; CORROSIVE / MOISTURE	5.00 g
4755-50-4	4-DIMETHYLAMINOBENZOYL CHLORIDE	5.00 G
4755-77-5	ETHYL CHLOROOROACETATE	100.00 G
4771-31-7	4-(CHLOROMETHYL)-2-PHENYL-1,3-THIAZOLE	250.00 MG
4774-33-8	N,N',N''-METHYLIDYNETRISFORMAMIDE 97%	25.
4780-79-4	1-NAPHTHALENEMETHANOL 98+% BRN 2042532; EINECS 225-324-1; RTECS QJ8880	10.00 g
4787-77-3	2-(1-PYRROLIDINO)PHENOL 98% BRN 135437; IRRITANT	5.00 g
4790-79-8	7-METHOXY-2-BENZOFURANCARBOXYLIC ACID 97% IRRITANT	1.00 g
4795-29-3	TETRAHYDROFURFURYLAMINE 97% IRRITANT	5.00 ml
4812-20-8	2-ISOPROPDXYPHENOL 97% BRN 1937063; EINECS 225-379-1; IRRITANT	25.00 g
4812-20-8	2-ISOPROPDXYPHENOL 97+%	50.00 g
4815-24-1	ETHYL 2-AMINO-4,5-DIMETHYLTHIOPHENE-3-CARBOXYLATE	1.00 G
4830-93-7	4-PHENYLBUTYL CHLORIDE EXTRA PURE	5.00 g
4837-88-1	2-METHOXY-6-NITROTOLUENE	5.00 G
4845-58-3	2-MERCAPTO-6-NITROBENZOTHAZOLE 96% ASSAY METHOD: TITR; ASSAY: SILVER	5.00 g
485-47-2	NINHYDRIN	25.00 G
485-47-2	NINHYDRIN ACS REAGENT; APPEARANCE: WHITE TO BROWNISH-WHITE CRYSTALS;	100.00 g
4856-95-5	BORANE-MORPHOLINE COMPLEX	5.00 G
4856-97-7	2-BENZIMIDAZOLEMETHANOL	1.00 G
4863-91-6	3-CHLORO-5-FLUOROANILINE	1.00 G
486-74-8	4-QUINOLINECARBOXYLIC ACID 97% IRRITANT	1.00 g
487-89-8	INDOLE-3-CARBOXALDEHYDE	25.00 G

488-23-3	1,2,3,4-TETRAMETHYLBENZENE	25.00 ML
488-43-7	D-GLUCAMINE	5.00 G
4886-13-9	3,5-BIS(METHYLTHIO)ISOTHIAZOLE-4-CARBONITRILE TECH	5.00 g
488-93-7	3-FUROIC ACID	5.00 G

488-93-7	3-FURANCARBOXYLIC ACID	5.00 G
4892-89-1	1-[2-(MORPHOLIN-4-YL)-ETHYL]PIPERAZINE	5.00 G
4892-89-1	1-[2-(MORPHOLIN-4-YL)ETHYL]PIPERAZINE	5.00 G
4897-84-1	METHYL 4-BROMOBUTYRATE 97% BRN 1745618; EINECS 225-523-3; IRRITANT	10.00 g
4897-84-1	METHYL 4-BROMOBUTYRATE	50.00 G
490-78-8	2,5-DIHYDROXYACETOPHENONE 98+% BRN 637903; EINECS 207-716-4; IRRITANT;	5.00 g
491-35-0	LEPIDINE	25.00 G
491-36-1	4-HYDROXYQUINAZOLINE	5.00 G
4916-55-6	3-(BROMOMETHYL)PYRIDINE HYDROBROMIDE	1.000
4916-55-6	3-(BROMOMETHYL)PYRIDINE HYDRO BROMIDE 97% CORROSIVE; LACHRYMATOR	5.00 g
492-62-6	ALPHA-D-GLUCOSE	25.00 G
492-73-9	2,2'-PYRIDIL	25.00 G
492-94-4	ALPHA-FURIL	25.00 G
4930-98-7	2-HYDRAZINOPYRI DINE	10.00 G
4940-39-0	CHROMONE-2-CARBOXYLIC ACID 97% IRRITANT	1.00 g
495-40-9	BUTYROPHENONE	25.00 G
49543-63-7	[4-(TERT-BUTYL)PHENYL]METHANETHIOL	5.00
495-76-1	PIPERONYL ALCOHOL 98% BRN: 136113; EC NUMBER: 2078084	25.00 g
49591-20-0	N-TERT-BUTYLBENZENESULFINIMIDOYL CHLORIDE	1.00 G
49609-84-9	2-CHLORONICOTINOYL CHLORIDE	5.00 G
496-14-0	PHTHALAN	5.00 G
496-15-1	INDOLINE 99%	10.00 g
496-41-3	2-BENZOFURANCARBOXYLIC ACID 99% IRRITANT	1.00 g
49647-20-3	4-ACETYLPHENYL ISOCYANATE	1.00 G
496-69-5	2-BROMO-4-FLUOROPHENOL 98+% BRN 2355593; IRRITANT	5.00 g
496-72-0	3,4-DIAMINOTOLUENE	100.00 G
49715-04-0	CHLOROMETHYL CHLOROSULFATE 98% AVAILABLE IN USA AND EUROPE; MOISTURE S	5.00 g
49715-04-0	CHLOROMETHYL CHLOROSULFATE	5.00 G
497-19-8	SODIUM CARBONATE	500.00 G
497-19-8	SODIUM CARBONATE 99.5+% ACS REAGENT; ACS SPECIFICATIONS: SAME AS FOR 2	500.00 g
497-23-4	2(5H)-FURANONE 98% BRN 383585; EINECS 207-839-3; IRRITANT; REACTION WI	5.00 g
497-25-6	2-OXAZOLIDONE	100.00 G
49763-65-7	4-PENTYLBENZOYL CHLORIDE	5.00 G
49844-90-8	4-CHLORO-2-METHYLTHIOPYRIMIDINE 98% CORROSIVE; LACHRYMATOR	50.00 g
49845-33-2	2,4-DICHLORO-5-NITROPYRIMIDINE	10.00 G
49850-16-0	3,5-BIS(TRIFLUOROMETHYL)-N-ETHYLANILINE 97%	5.00 g
498-62-4	3-THIOPHENECARBOXALDEHYDE	10.00 G
498-94-2	ISONIPECOTIC ACID	25.00 G
498-94-2	ISONIPECOTIC ACID 97% BRN: 112553; EC NUMBER: 2078723; IRRITANT; RTECS	100.00 g
499-05-8	COMANIC ACID	1.00 g
4991-65-5	6-HYDROXY-1,3-BENZOXATHIOL-2-ONE	10.00 G
499-75-2	CARVACROL FCC; KOSHER; NATURE IDENTICAL; ONLY KOSHER WHEN BEARING KOS	100.00 g
499-80-9	2,4-PYRIDINEDICARBOXYLIC ACID >98% ASSAY METHOD: BY TITRIMETRIC ANALYS	25.
50-00-0	FORMALDEHYDE APPROX 37% WAN AO SOLN; BRN 1209228; EINECS 200-001-8; M	100.00 ml
50-00-0	FORMALDEHYDE 85-110% 37 WT% SOLUTION IN WATER; STABILIZED WITH 10-15%	1.00 I
5000-65-7	2-BROMO-3'-METHOXYACETOPHENONE	10.00 G
5000-65-7	2-BROMO-3'-METHOXYACETOPHENONE 98% CORROSIVE; LACHRYMATOR	25.00 g
50-01-1	GUANIDINE HYDROCHLORIDE	100.00 G
50-01-1	GUANIDINE HYDROCHLORIDE 99% IRRITANT; TOXIC	100.00 g
50-02-2	DEXAMETHASONE	100.00 MG
50-02-2	DEXAMETHASONE 98% HARMFUL; IRRITANT; LIGHT-SENSITIVE	1.00 g
500-22-1	3-PYRIDINECARBOXALDEHYDE	25.00 G
500-22-1	3-PYRIDINECARBOXALDEHYDE 98% BRN: 105343; EC NUMBER: 2079004; IRRITANT	25.00 g
500-22-1	3-PYRIDINECARBOXALDEHYDE 98% IRRITANT; LIGHT-SENSITIVE	25.00 g
5003-71-4	3-BROMOPROPYLAMINE HYDROBROMIDE	25.00 G
50-04-4	CORTISONE ACETATE	5.00 G
5006-22-4	CYCLOBUTANECARBONYL CHLORIDE	1.00 G
5006-44-0	6-METHYLCHROMONE-2-CARBOXYLIC ACID 98% IRRITANT	1.00 g
5006-62-2	ETHYL NIPECOTATE 96% IRRITANT	25.00 g
500-99-2	3,5-DIMETHOXYPHENOL	10.00 G
500-99-2	3,5-DIMETHOXYPHENOL >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTE	25.00 g
501-00-8	3-FLUOROPHENYLACETONITRILE	25.00 G
501-30-4	KOJIC ACID	25.00 G
501-53-1	BENZYL CHLOROFORMATE	100.00
501-53-1	BENZYL CHLOROFORMATE 95% CANCER SUSPECT AGENT; HIGHLY TOXIC; MAY CONTA	100.00 g
501-94-0	4-HYDROXYPHENETHYL ALCOHOL	5.00 G
5020-41-7	3-METHOXYPHENETHYL ALCOHOL	1.00 G

50-21-5 LACTIC ACID 85+% ACS REAGENT; ASSAY: 85.0-90.0%; CL- <=0.001%; CONTAIN
50-23-7 HYDROCORTISONE

100.00 g
1.00 G

50-23-7	HYDROCORTISONE 98% HARMFUL	5.00 g
50-24-8	PREDNISOLONE	1.00 G
50262-67-4	4-N-NONYLOXYANILINE 98% BRN 4232321; HARMFUL; UN 2811	10.00 g
50269-95-9	1H-PYRROLE-2-CARBOHYDRAZIDE	250.00 G
50-28-2	BETA-ESTRADIOL 97% BRN 1914275; EINECS 200-023-8; POSSIBLE CARCINOGEN;	5.00 g
50-29-3	1,1-BIS(4-CHLOROPHENYL)-2,2,2-TRICHLOROETHANE	25.00 G
503-29-7	AZETIDINE	250.00 MG
503-38-8	TRICHLOROMETHYL CHLOROFORMATE	10.00 ML
5034-06-0	TRIMETHYLSULFOXONIUM CHLORIDE	5.00 G
5035-82-5	METHYL 3,4,5-TRIMETHOXYANTHRANILATE	5.00 G
5036-48-6	1-(3-AMINOPROPYL)IMIDAZOLE 98% CORROSIVE	50.00 g
503-66-2	3-HYDROXYPROPIONIC ACID APPROX 30% IN WATER; PACKAGED IN GLASS BOTTLE	10.00 g
504-02-9	1,3-CYCLOHEXANEDIONE	100.00 G
504-02-9	1,3-CYCLOHEXANEDIONE 97% STABILIZED WITH 3% SODIUM CHLORIDE	100.00 g
504-03-0	2,6-DIMETHYLPYPERIDINE	100.00 ML
5042-30-8	2,2,2-TRIFLUOROETHYLHYDRAZINE	5.00 G
504-24-5	4-AMINOPYRIDINE 98% BRN: 105782; EC NUMBER: 2079879; RTECS: US1750000	25.00 g
504-24-5	4-AMINOPYRIDINE 98%	25.00 g
504-29-0	2-AMINOPYRIDINE	25.00 G
504-29-0	2-AMINOPYRIDINE 99% BRN: 105785; EC NUMBER: 2079884; RTECS: US1575000	100.00 g
504-29-0	2-AMINOPYRIDINE 99%	5.00 g
50448-95-8	2-ETHYLHEXYL 3-MERCAPTOPROPIONATE	25.00 ML
504-63-2	1,3-PROPANEDIOL	100.00 G
504-78-9	THIAZOLIDINE	5.00 G
50479-11-3	(3-(ETHOXYCARBONYL)PROPYL)TRIPHENYLPHOSPHONIUM BROMIDE	5.00 G
5048-35-1	ACETIC ACID 7-OCTEN-1-YL ESTER	5.00 G
5049-61-6	AMINOPYRAZINE 99% IRRITANT	50.00 g
505-23-7	1,3-DITHIANE	5.00 G
50529-33-4	3-CHLORO-4-FLUOROPHENYL ISOCYANATE	5.00 G
50541-93-0	4-AMINO-1-BENZYLPIPERIDINE	25.00 G
50-55-5	RESERPINE	1.00 G
50562-79-3	1[(4-METHYLPHENYL)SULFONYL]1H-INDOLE-3-CARBALDEHYDE 97%	1.00 g
505-66-8	HOMOPIPERAZINE	25.00 G
5057-96-5	DIMETHYL D-TARTRATE	5.00 G
50606-95-6	4-HEXYLBENZOYL CHLORIDE	5.00 G
50606-95-6	4-HEXYLBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 g
50606-96-7	4-HEPTYLBENZOYL CHLORIDE	5.00 G
50606-96-7	4-HEPTYLBENZOYL CHLORIDE 99% CORROSIVE; LACHRYMATOR	5.00 g
50606-97-8	4-OCTYLBENZOYL CHLORIDE 99% EINECS: 256-649-7	10.00 g
5060-82-2	7-METHOXY-2-NAPHTHOL 98% IRRITANT	5.00g
5060-82-2	7-METHOXY-2-NAPHTHOL	5.00 G
50-63-5	CHLOROQUINE DIPHOSPHATE SALT	25.00 G
506-59-2	DIMETHYLAMINE HYDROCHLORIDE	100.00 G
506-59-2	DIMETHYLAMINE HYDROCHLORIDE 99% HYGROSCOPIC; IRRITANT	5.00 g
506-64-9	SILVER CYANIDE	10.00 G
506-68-3	CYANOGEN BROMIDE	25.00 G
50670-83-2	5-ACETAMIDO-2-AMINOBENZOIC ACID 98% BRN 2726882; EINECS 256-702-4; IRR	25.00 g
50879-08-8	TERFENADINE	5.00 G
5068-28-0	BOC-CYS(BZL)-OH	25.00 G
506-87-6	AMMONIUM CARBONATE	100.00 G
50-69-1	D(-)RIBOSE	100.00 G
50709-33-6	2-BROMOPHENYLHYDRAZINE HYDROCHLORIDE =>98.0% PURITY ASSAY METHOD: ARGE	5.00 g
50709-36-9	2,6-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE 98% IRRITANT	10.00 g
507-09-5	THIOLACETIC ACID	5.00 G
507-09-5	THIOLACETIC ACID 96% CORROSIVE; FLAMMABLE LIQUID; REAGENT FOR INTRODUC	100.00 g
507-16-4	THIONYL BROMIDE	100.00 G
5071-96-5	3-METHOXYBENZYLAMINE	1.00 G
5071-96-5	3-METHOXYBENZYLAMINE EEC NO: 225-779-6; RTECS NO: DP5550000	5.00 g
507-20-0	2-CHLORO-2-METHYLPROPANE	500.00 ML
507-40-4	HYPOCHLOROUS ACID TERT-BUTYL ESTER	25.00 G
507-40-4	HYPOCHLOROUS ACID TERT-BUTYL ESTER >98% ASSAY METHOD: BY TITRIMETRIC A	25.00 g
5081-42-5	METHYL 2-NITRO-3,4,5-TRIMETHOXYBENZOATE	25.00 G
50816-19-8	8-BROMO-1-OCTANOL	5.00 G
50816-20-1	1-BROMO-8-(TETRAHYDROPYRANYLOXY)OCTANE	1.00 G
50-81-7	L-ASCORBIC ACID	100.00 G
50824-05-0	4-(TRIFLUOROMETHOXY)BENZYL BROMIDE	5.00 G

50868-72-9	5-METHOXY-2-METHYLANILINE	5.00 G
50868-72-9	5-METHOXY-2-METHYLANILINE 97% IRRITANT	1.00 g
50889-29-7	(5-CARBOXPENTYL)TRIPHENYLPHOSPHONIUM BROMIDE 97%	5.00 g
50893-53-3	1-CHLOROETHYL CHLOROFORMATE	25.00 ML

50893-53-3	CHLOROFORMIC ACID 1-CHLOROETHYL ESTER	25.00 G
50910-54-8	TRANS-4-AMINOCYCLOHEXANOL HYDROCHLORIDE	25.00 G
509-14-8	TETRANITROMETHANE	5.00 G
50919-06-7	2-FLUOROPHENETHYL ALCOHOL	5.00 G
50921-39-6	1-(4-CHLOROPHENYL)-1-CYCLOBUTANECARBOXYLIC ACID	5.00 G
5093-32-3	N-(4-BROMOBUTOXY)PHTHALIMIDE 98+% IRRITANT	1.00 g
50995-95-4	2-PROPYLIMIDAZOLE 92% IRRITANT; TECH	100.00 g
5105-78-2	N-CARBOBENZOXY-4-AMINO-N-BUTYRIC ACID >98% ASSAY METHOD: BY TITRIMETRI	1.00 g
51077-16-8	BOC-THZ-OH	5.00 G
51138-06-8	1-METHYL-5-MERCAPTOTETRAZOLE, SODIUM SALT DIHYDRATE 98% AVAILABLE IN U	25.00 g
51149-08-7	3,6-DICHLOROPYRIDAZINE-4-CARBOXYLIC ACID 96% BRN 610056; IRRITANT	1.00 g
51163-27-0	3,4-DIMETHYLPHENYL ISOCYANATE 97% TOXIC / IRRITANT / LACHRYMATORY / MO	1.00 g
51163-29-2	2,4-DIMETHYLPHENYL ISOCYANATE	5.00 G
51163-29-2	2,4-DIMETHYLPHENYL ISOCYANATE 98+% BRN 386756; TOXIC / IRRITANT / LACH	5.00 g
51-17-2	BENZIMIDAZOLE	25.00 G
51-17-2	BENZIMIDAZOLE 98%	100.00 g
51195-71-2	1,2-DISTEAROYL-3-OLEOYL-RAC-GLYCEROL	5.00 MG
51-20-7	5-BROMOURACIL	25.00 G
5122-94-1	4-BIPHENYLBORONIC ACID	1.00 G
512-35-6	BENZENESULFONIC ANHYDRIDE	5.00 G
51285-26-8	2-AMIDINOPYRIDINIUM CHLORIDE 98% HYGROSCOPIC; IRRITANT	5.00 g
513-31-5	2,3-DIBROMOPROPENE 80% LACHRYMATOR; TECH	25.00 g
51333-80-3	3-(METHYLTHIO)PHENYL ISOTHIOCYANATE	1.00 G
513-35-9	2-METHYL-2-BUTENE	1.00 L
513-35-9	2-METHYL-2-BUTENE 99+%	25.00 ml
51336-94-8	2-CHLORO-2',4'-DIFLUOROACETOPHENONE 98% CORROSIVE; LACHRYMATOR	25.00 g
51336-94-8	2-CHLORO-2',4'-DIFLUOROACETOPHENONE 98% CORROSIVE; LACHRYMATOR	25.00 g
51336-94-8	2-CHLORO-2',4'-DIFLUOROACETOPHENONE 98% CORROSIVE; LACHRYMATOR	25.00 g
51336-94-8	2-CHLORO-2',4'-DIFLUOROACETOPHENONE	25.00 G
513-42-8	BETA-METHALLYL ALCOHOL	25.00 ML
513-42-8	2-METHYL-2-PROPENE-1-OL	25.00 ML
513-42-8	2-METHYL-2-PROPENE-1-OL	10.00 ML
513-42-8	2-METHYL-2-PROPENE-1-OL 98% FLAMMABLE LIQUID; IRRITANT	5.00 ml
513-44-0	2-METHYL-1-PROPANETHIOL	100.00 ML
513-53-1	1-METHYL-1-PROPANETHIOL	100.00 ML
51-36-5	3,5-DICHLOROBENZOIC ACID	25.00 G
513-81-5	2,3-DIMETHYL-1,3-BUTADIENE	10.00 G
51387-90-7	2-(2-AMINOETHYL)-1-METHYLPYRROLIDINE	1.00 G
51387-90-7	2-(2-AMINOETHYL)-1-METHYLPYRROLIDINE 98% IRRITANT; MOISTURE-SENSITIVE	5.00 g
51388-20-6	P-BENZYLOXYANILINE HYDROCHLORIDE	10.00 G
5139-89-9	4-PHENOXYBUTYRYL CHLORIDE 98% CORROSIVE / MOISTURE SENSITIVE; EINECS 2	1.00 g
51429-74-4	PHOSPHOMOLYBDIC ACID HYDRATE	100.00 G
51429-74-4	PHOSPHOMOLYBDIC ACID REAGENT	500.00 ML
51436-99-8	4-BROMO-2-FLUOROTOLUENE	5.00 G
51437-00-4	5-BROMO-2-FLUOROTOLUENE 97% BRN: 2242693; EC NUMBER: 2572029; IRRITANT	25.00 g
51-45-6	HISTAMINE	1.00 G
5147-80-8	2-101(METHYLTHIO)METHYLIDENEJMALONONITRILE	10.00 G
51481-61-9	CIMETIDINE	5.00 G
51488-20-1	3-CHLORO-4-METHYLPHENYL ISOCYANATE 98% FILTER BEFORE USE; MAY FORM SED	6.00 g
51523-79-6	2,4-DIFLUOROPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
51527-73-2	2,4,6-TRICHLOROBENZENESULFONYL CHLORIDE 97% BRN 1534870; CORROSIVE /	1.00 g
51528-02-0	3-THIOPHENECARBOXIMIDAMIDE HYDROCHLORIDE 95+%	1.00 g
515-40-2	1-CHLORO-2-METHYL-2-PHENYLPROPANE	5.00 G
51586-20-0	2,3-DIMETHYLBENZYLAMINE	5.00 G
5159-59-1	6-AMINO-2-NAPHTHOIC ACID METHYL ESTER	1.00 G
51605-32-4	ETHYL 4-METHYL-5-IMIDAZOLECARBOXYLATE 98%	10.00 g
516-06-3	DL-VALINE	100.00 G
516-06-3	DL-VALINE 99+%	25.00 g
51639-48-6	4-PIPERAZINOACETOPHENONE 94%	25.00 g
51639-48-6	4'-PIPERAZINOACETOPHENONE 94% IRRITANT	25.00 g
51 644-9 6-3	N-(TERT-BUTOXYCARBONYL)-1,5-DIAMINOPENTANE	5.00 G
51-65-0	DL-4-FLUOROPHENYLALANINE 98+% BRN 2416149; HARMFUL; UN 2811	1.00 g
5166-67-6	ETHYL 1-METHYLNIPICOTATE	25.00 G
51-67-2	TYRAMINE	25.00 G
51-67-2	TYRAMINE 99% IRRITANT	25.00 g
51707-36-1	3,4-DIMETHOXYBENZHYDRAZIDE	5.00 G
51788-77-3	2,4,6-TRIFLUOROACETOPHENONE	

51-79-6	URETHANE	5.00 g
51-80-9	N,N,N',N'-TETRAMETHYLDIAMINOMETHANE	100.00 G
5182-44-5	3-CHLOROPHENETHYL ALCOHOL	25.00 G
		1.00 G

51868-96-3	DIETHYL (PYRROLIDINOMETHYL)PHOSPHONATE 97% BRN: 1568834; EC NUMBER: 25	5.00 ml
51 876-1 1-0	HYDANTOIN-5-ACETYL CHLORIDE 95% CORROSIVE; UN 3261	5.00 g
519054-53-6	2-(DIHYDROXYBORYL)-3-THIOPHENECARBOXYLIC ACID	250.00 G
5192-03-0	5-AMINOINDOLE	1.00 G
5192-23-4	4-AMINOINDOLE	500.00 MG
519-73-3	TRIPHENYLMETHANE	25.00 G
51980-54-2	4-(1-PYRROLIDINO)BENZALDEHYDE	5.00 G
51980-54-2	4-(1-PYRROLIDINO)BENZALDEHYDE 98+% BRN 135279; EINECS 257-570-0; IRRIT	25.00 g
5202-85-7	2-AMINO-5-CHLOROBENZAMIDE	1.00 G
52059-53-7	3-FLUOROPHENETHYL ALCOHOL	5.00 g
52062-92-7	P-(B-BROMOETHYL)BENZOIC ACID 97% AVAILABILITY: NORMALLY A STOCK ITEM	5.00 g
52085-14-0	4-BENZYLOXY-2-HYDROXYBENZALDEHYDE	1.00
52093-26-2	LANTHANUM TRIFLUOROMETHANESULFONATE	5.00 G
52093-26-2	LANTHANUM TRIFLUOROMETHANESULFONATE 99.999% A WATER-TOLERANT LEWIS ACI	5.00 g
52093-30-8	YTTRIUM TRIFLUOROMETHANESULFONATE 98% HYGROSCOPIC; IRRITANT; RECENTLY	5.00 g
521-31-3	3-AMINOPHTHALHYDRAZINE	5.00 G
52147-97-4	TRANS-BETA-STYRENESULFONYL CHLORIDE 97% CORROSIVE; MOISTURE-SENSITIVE	10.00 g
52178-50-4	METHYL 3-FORMYLBENZOATE	5.00 G
52260-30-7	2-(METHYLTHIO)PHENYL ISOCYANATE	5.00 G
522-66-7	HYDROQUININE	1.00 G
52334-81-3	2-CHLORO-5-(TRIFLUOROMETHYL)PYRIDINE IRRITANT	50.00 g
5238-27-7	2-METHYLVALERYL CHLORIDE	10.00 G
5238-27-7	2-METHYLVALERYL CHLORIDE 97% CORROSIVE; STENCH	10.00 g
52395-66-1	CYCLOHEXYLMETHYL ISOTHIOCYANATE	5.00 G
52407-43-9	3-BENZOIBTURYLACETONITRILE	2.00 G
52409-22-0	TRIS(DIBENZYLIDENEACETONE)DIPALLADIUM(0)	5.00 G
52415-29-9	6-BROMO-1H-INDOLE	2.00 G
5241-66-7	BOC-D-MET-OH	5.00 G
5241-66-7	BOC-D-MET-OH STORAGE TEMPERATURE: RT	5.00 g
524-38-9	N-HYDROXYPHthalimide	100.00 G
52498-32-5	BOC-N-ME-ILE-OH	5.00 G
52499-94-2	PENTAMETHYLBENZENESULPHONYL CHLORIDE 98+% BRN 2844881; CORROSIVE / MOI	5.00 g
52516-30-0	3-(TRIFLUOROMETHYL)PHENETHYLAMINE	5.00 G
52516-30-0	2-(3-TRIFLUOROMETHYLPHENYL)ETHYLAMINE	5.00 G
52-51-7	2-BROMO-2-NITRO-1,3-PROPANEDIOL	25.00 G
52522-40-4	TRIS(DIBENZYLIDENEACETONE)DIPALLADIUM(0)-CHLOROFORM ADDUCT CANCER SUS	250.00 mg
52547-00-9	5-AMINO-3-METHYLISOTHIAZOLE HYDROCHLORIDE	25.00 G
5255-17-4	5-CHOLENIC ACID-3BETA-OL	1.00 G
52562-19-3	2-ISOPROPENYLANILINE	25.00 G
52562-19-3	2-ISOPROPENYLANILINE 98+% IRRITANT	25.00 g
52606-02-7	5-FORMYL-2,4-DIMETHOXY-PYRIMIDINE	1.00
526-55-6	TRYPTOPHOL	5.00 G
5266-85-3	2-ISOPROPYL-6-METHYLANILINE 95% IRRITANT	100.00 ml
52-67-5	D-(-)-PENICILLAMINE	25.00 G
52-67-5	D-PENICILLAMINE	25.00 G
526-75-0	2,3-DIMETHYLPHENOL 99% CORROSIVE; TOXIC	100.00 g
5267-64-1	D-(+)-2-AMINO-3-PHENYL-1-PROPANOL 98%	1.00 g
526-78-3	2,3-DIBROMOSUCCINIC ACID	500.00 G
526-95-4	GLUCONIC ACID 45 APPROX 50% IN WATER; CONTAINS GLUCONOLACTONE; IRRITA	25.00 g
5271-38-5	2-(METHYLTHIO)ETHANOL 99% STENCH	10.00 g
5271-67-0	2-THIOPHENECARBONYL CHLORIDE	25.00 G
5271-67-0	2-THIOPHENECARBONYL CHLORIDE 97% BRN: 110145; CORROSIVE; EC NUMBER: 22	25.00 g
5271-67-0	2-THIOPHENECARBONYL CHLORIDE 97% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
527-20-8	PENTACHLOROANILINE >97% ASSAY METHOD: BY GC; TOXIC	5.00 g
527-21-9	P-FLUORANIL BRN 1875039; EINECS 208-411-9; FORMS COMPLEXES WITH A WID	5.00 g
5272-36-6	3-TRIMETHYLSILYL-2-PROPYN-1-OL 99% IRRITANT	5.00 g
52727-57-8	METHYL 2-AMINO-5-BROMOBENZOATE 97% BRN 972720; IRRITANT	5.00 g
527-52-6	D-(+)-DIGITOXOSE 99+%	100.00 mg
527-60-6	2,4,6-TRIMETHYLPHENOL	10.00 G
52763-21-0	ETHYL N-BENZYL-3-OXO-4-PIPERIDINE-CARBOXYLATE HYDROCHLORIDE 97% TECH	5.00 g
527-69-5	2-FUROYL CHLORIDE	25.00 G
52771-21-8	3-(TRIFLUOROMETHOXY)BENZALDEHYDE	5.00 G
527-72-0	2-THIOPHENECARBOXYLIC ACID	100.00 G
527-85-5	O-TOLUAMIDE 98%	25.00 g
52805-36-4	4-BENZYLOXYBENZONITRILE	5.00 G
52-86-8	HALOPERIDOL	10.00 G
528-75-6	2,4-DINITROBENZALDEHYDE	1.00 G

528-76-7	2,4-DINITROBENZENESULFENYL CHLORIDE	25.00 G
529-20-4	O-TOLUALDEHYDE	25.00 G
5292-21-7	CYCLOHEXYLACETIC ACID	25.00 G

5292-45-5	DI METHYL NITROTEREPHTHALATE 99%	50.00 g
529-33-9	1,2,3,4-TETRAHYDRO-1-NAPHTHOL 97% IRRITANT	5.00 g
529-34-0	ALPHA-TETRALONE	100.00 G
529-35-1	5,6,7,8-TETRAHYDRO-1-NAPHTHOL 99% IRRITANT	10.00 g
5296-62-8	ALLYL ETHYL SULPHIDE 97% BRN 1736876; COMMENTI: IT WAS FOUND THAT CONY	1.00 g
52986-66-0	2-(CHLOROMETHYL)PHENYL ISOCYANATE	5.00 G
53-03-2	PREDNISON	1.00 G
530-40-5	N,N-DIETHYLISONICOTINAMIDE >99% ASSAY METHOD: BY TITRIMETRIC ANALYSIS;	10.00 g
530-62-1	1,1'-CARBONYLDIIMIDAZOLE	5.00 G
530-62-1	1,1'-CARBONYLDIIMIDAZOLE 98% AVAILABLE IN USA AND EUROPE; MOISTURE SEN	25.00 g
530-62-1	N,N'-CARBONYLDIIMIDAZOLE 97% BRN 6826; EINECS 208-488-9; HARMFUL / IRR	250.00 g
530-62-1	1,1'-CARBONYLBIS-1H-IMIDAZOLE >95.0% ASSAY METHOD: BY GRAVIMETRIC ANAL	25.00 g
53081-25-7	2,3,4,6-TETRA-O-BENZYL-D-GALACTOSE	1.00 g
5308-25-8	1-ETHYLPIPERAZINE 98% IRRITANT	50.00 ml
5308-25-8	1-ETHYLPIPERAZINE	50.00 ML
53-16-7	ESTRONE	500.00 MG
5318-27-4	6-AMINOINDOLE	5.00 G
53199-31-8	BIS(TRI-T-BUTYLPHOSPHINE)PALLADIUM(0)	250.00 MG
53222-92-7	3-AMINO-0-CRESOL 95% IRRITANT	1.00 g
532-24-1	TROPINONE 99% BRN: 2329; EC NUMBER: 2085306; FLAMMABLE SOLID	10.00 g
532-27-4	2-CHLOROACETOPHENONE	100.00 G
532-31-0	SILVER BENZOATE	10.00 G
532-32-1	SODIUM BENZOATE	25.00 G
53233-89-9	5-CHLORO-2,3-PYRIDINEDIOL	5.00 G
5323-87-5	3-ETHOXY-2-CYCLOHEXEN-1-ONE	25.00 G
532391-30-3	N43-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)PYRIDIN-2-YLTIVALAMIDE	1.00 G
532-55-8	BENZOYL ISOTHIOCYANATE	5.00 G
5326-23-8	6-CHLORONICOTINIC ACID	5.00 G
5326-34-1	4-BROMO-3-NITROTOLUENE 90% IRRITANT; TECH	25.00 ml
53266-94-7	ETHYL 2-AMINO-4-THIAZOLEACETATE 99%	50.00 g
5329-14-6	SULFAMIC ACID	0.00
5329-33-9	O-METHYLISOUREA HYDROCHLORIDE 98% IRRITANT	10.00 g
5329-33-9	O-METHYLISOUREA HYDROCHLORIDE	10.00 G
53296-34-7	BOC-LEU-OH H2O	25.00 G
5330-98-3	2-CHLORO-3-NITROTHIOPHENE	1.00 G
5332-26-3	N-(BROMOMETHYL)PHTHALIMIDE 97% IRRITANT; MOISTURE-SENSITIVE	5.00 g
5332-73-0	3-METHOXYPROPYLAMINE	25.00 ML
5332-73-0	3-METHOXYPROPYLAMINE 99% CORROSIVE; FLAMMABLE LIQUID	25.00 ml
533-30-2	6-AMINOBENZOTHIAZOLE 98+% BRN 116381; EI NECS 208-559-4; MERCK: 12445;	5.00 g
533-30-2	6-AMINOBENZOTHIAZOLE 98+%	25.00 g
53369-71-4	N,N,2,2-TETRAMETHYL-1,3-PROPANEDIAMINE 97% CORROSIVE; FLAMMABLE LIQUID	25.00 g
5339-26-4	4-NITROPHENETHYL BROMIDE	5.00 G
534-07-6	1,3-DICHLOROACETONE	50.00 G
534-07-6	1,3-DICHLOROACETONE 99%	250.00 g
534-07-6	1,3-DICHLOROACETONE 96% CORROSIVE; HIGH TOXIC; KEEP COLD; LACHRYMATORY	500.00 g
53413-67-5	4,5-DIMETHOXY-2-NITROBENZYL BROMIDE	1.00 G
5341-61-7	HYDRAZINE DIHYDROCHLORIDE	100.00 G
534-17-8	CESIUM CARBONATE	50.00
534-17-8	CESIUM CARBONATE 99.9%	50.00 g
534-17-8	CESIUM CARBONATE 99.995% HYGROSCOPIC	10.00 g
534-22-5	2-METHYLFURAN	100.00 ML
5344-27-4	4-(2-HYDROXYETHYL)PYRIDINE	5.00
5344-78-5	4-BROMO-3-NITROANISOLE 97% IRRITANT	5.00 g
53448-09-2	(R)-(-)-LEUCINOL	5.00 G
5344-90-1	2-AMINOBENZYL ALCOHOL	10.00 G
5345-47-1	2-AMINONICOTINIC ACID	5.00 G
53460-46-1	1,3,3-TRIMETHYL-6-AZABICYCLO[3.2.1]OCTANE	5.00
53463-68-6	10-BROMO-1-DECANOL 99% IRRITANT	1.00 g
53475-15-3	3-(METHYLTHIO)-2-BUTANONE	25.00 ML
534-85-0	N-PHENYL-1,2-PHENYLENEDIAMINE 98% IRRITANT	10.00 g
53485-07-7	N-(3-AMINOPROPYL)-N-METHYLANILINE >96% ASSAY METHOD: BY GC	25.00 ml
5349-17-7	4-(BROMOACETYL)PYRIDINE HYDROBROMIDE	5.00 G
5350-41-4	BENZYLTRIMETHYLAMMONIUM BROMIDE	25.00 G
5350-57-2	BENZOPHENONE HYDRAZONE	100.00 G
5351-17-7	4-AMINOBENZOIC HYDRAZIDE	10.00 G
535-15-9	ETHYL DICHLOROACETATE	100.00 ML
	ETHYL DICHLOROACETATE	

5351-69-9	4-PHENYLTHIOSEMICARBAZIDE	10.00 G
53518-15-3	7-AMINO-4-(TRIFLUOROMETHYL)COUMARIN	1.00 G
5355-68-0	1-ISOPROPYL-4-PIPERIDONE >97% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; P	25.00 g
53558-93-3	(R)-(+5-OXO-2-TETRAHYDROFURANCARBOXYLIC ACID	1.00 G

535-80-8	3-CHLOROBENZOIC ACID 99% BRN 907218; EINECS 208-618-4; IRRITANT; MERCK	100.00 g
53600-33-2	2-AMINO-6-METHOXYBENZOIC ACID	5.00 g
536-38-9	2-BROMO-4'-CHLOROACETOPHENONE 98% CORROSIVE; LACHRYMATOR	200.00 g
536-38-9	OMEGA-BROMO-4-CHLOROACETOPHENONE	25.00 G
536-38-9	2-BROMO-4'-CHLOROACETOPHENONE	25.00 G
536-40-3	4-CHLOROBENZOIC HYDRAZIDE	25.00 G
536-66-3	4-ISOPROPYLBENZOIC ACID	5.00 G
536-80-1	IODOSOBENZENE	5.00 G
536-80-1	IODOSOBENZENE 90+% ASSAY METHOD: BY HIGH PERFORMANCE LIQUID CHROMATOGR	5.00 g
536-90-3	M-ANISIDINE	100.00 G
536-90-3	M-ANISIDINE 97% BRN: 386119; EC NUMBER: 2086514; IRRITANT; RTECS: BZ54	5.00 g
536-90-3	M-ANISIDINE 97% IRRITANT	100.00 g
5369-16-4	3-ISOPROPYLANILINE >98% ASSAY METHOD: BY GC; IRRITANT	25.00 ml
5372-81-6	DIMETHYL AMINOTEREPHTHALATE 97% IRRITANT	50.00g
537-91-7	3-NITROPHENYL DISULFIDE 98%	5.00 g
53801-63-1	ZINC COPPER COUPLE 98+% AVAILABLE IN USA AND EUROPE; MOISTURE SENSITIV	25.00 g
5381-24-8	1-BENZOTHIOPHEN-3-YLMETHANOL	250.00 G
5382-16-1	4-HYDROXYPIPERIDINE 98% BRN: 102738; CORROSIVE; EC NUMBER: 2263731; HY	5.00 g
5382-16-1	4-HYDROXYPIPERIDINE 98% CORROSIVE; HYGROSCOPIC	5.00 g
5382-23-0	4-CHLORO-1-METHYLPYPERIDINE HYDROCHLORIDE 99% HYGROSCOPIC; IRRITANT	25.00 g
538-28-3	2-BENZYL-2-THIOPSEUDOURIA HYDROCHLORIDE 98% BRN: 3656719; EC NUMBER: 2	100.00 g
538-28-3	S-BENZYLISOTHIURONIUM CHLORIDE 98+% BRN 3656719; EINECS 208-688-6; RT	50.00 g
538-37-4	DIBENZYLPHOSPHORYL CHLORIDE 95% COOLER AND ICE PACK; IN BENZENE - 10%	50.00 ml
538-75-0	1,3-DICYCLOHEXYLCARBODIIMIDE	25.00 G
538-75-0	N,N'-DICYCLOHEXYLCARBODIIMIDE	1.00 KG
538-75-0	1,3-DICYCLOHEXYLCARBODIIMIDE 99% BRN: 610662; CARBOXY GROUP ACTIVATING	100.00 g
538-93-2	ISOBUTYLBENZENE	100.00 ML
5389-87-7	GERANYL-CHLORIDE 95% IRRITANT; LIGHT-SENSITIVE	1.00 g
539-17-3	N,N-DIMETHYL-4R-AZODIANILINE	1.00 G
539-17-3	N,N-DIMETHYL-4,4'-AZODIANILINE 98% IRRITANT	1.00 g
5392-40-5	CITRAL	100.00 ML
5393-59-9	4-METHOXYBENZALDEHYDE-3-SULFONIC ACID SODIUM SALT	25.00 G
5393-81-7	DL-2-HYDROXYDECANOIC ACID 98% ASSAY: CAPILLARY GC	100.00 mg
5394-18-3	N-(4-BROMOBUTYL)PHTHALIMIDE	10.00 G
539-48-0	P-XYLYLENEDIAMINE	5.00 G
539-46-0	P-XYLYLENEDIAMINE 97% BRN 2206190; CORROSIVE / AIR SENSITIVE; EINECS 2	10.00 g
53956-04-0	GLYCYRRHIZIC ACID AMMONIUM SALT	50.00 G
5395-71-1	2-ETHOXYPHENYL ISOCYANATE	5.00 G
5396-18-9	GALLACETOPHENONE 3W-DIMETHYL ETHER	5.00 G
539-64-0	GIRARD'S REAGENT D	10.00 G
5396-89-4	BENZYL ACETOACETATE	100.00 G
539-74-2	ETHYL 3-BROMOPROPIONATE 99% IRRITANT; LIGHT-SENSITIVE	100.00 g
539-74-2	ETHYL 3-BROMOPROPIONATE	5.00 G
539-74-2	ETHYL 3-BROMOPROPIONATE 99% BRN: 1700933; EC NUMBER: 2087240; IRRITANT	25.00 g
5398-77-6	4-METHYLSULPHONYL BENZALDEHYDE	2.00 G
54001-18-2	4-METHYL-2-PHENYL-1,3-THIAZOLE-5-CARBONYL CHLORIDE 97%	250.00 mg
54010-71-8	D-GLUCOSE 6-PHOSPHATE MONOSODIUM SALT	5.00 G
54010-75-2	ZINC TRIFLUOROMETHANESULPHONATE	5.00 G
54010-75-2	ZINC TRIFLUOROMETHANESULFONATE	50.00 G
54016-70-5	3-ETHYL-5-(2-HYDROXYETHYL)-4-METHYLTHIAZOLIUM BROMIDE	5.00 G
5401-94-5	5-NITROINDAZOLE	100.00 G
5402-73-3	2,5-DICHLOROBENZENESULPHONYL CHLORIDE 98% BRN 2369410; CORROSIVE / MOI	25.00 g
540-37-4	4-iodoaniline	25.00 G
540-37-4	4-iodoaniline 98% BRN: 774101; EC NUMBER: 2087434; IRRITANT; LIG HT-SEN	25.00 g
540-37-4	4-iodoaniline 98% IRRITANT; LIGHT-SENSITIVE	25.00 g
540-51-2	2-BROMOETHANOL 95% 2-BROMOETHYL ESTERS OF AMINO ACIDS HAVE BEEN CLEAVE	25.00 g
540-51-2	2-BROMOETHANOL 95% CORROSIVE; HIGHLY TOXIC	5.00 g
5406-18-8	3-(4-METHOXYPHENYL)-1-PROPANOL 99%	25.00 g
540-63-6	1,2-ETHANEDITHIOL	25.00 G
540-69-2	AMMONIUM FORMATE	100.00
540-72-7	SODIUM THIOCYANATE 98% ACS REAGENT; BRN: 3594965; CL- <=0.01%; EC NUMB	100.00 g
540-72-7	SODIUM THIOCYANATE	50.00 G
54075-76-2	TRIMETHYLOXONIUM HEXACHLOROANTIMONATE	25.00 G
5407-87-4	2-AMINO-4,6-DIMETHYLPYRIDINE 99% IRRITANT	5.00 g
54079-68-4	4-CHLORO-3-NITROPYRIDINE HYDROCHLORIDE 97% IRRITANT / HARMFUL / HYGROS	5.00 g
540-80-7	TERT-BUTYL NITRITE 90% FLAMMABLE LIQUID; OXIDIZER; REMAINDER 2-METHYL-	100.00 ml

540-80-7	TERT-BUTYL NITRITE	100.00 ML
540-80-7	TERT-BUTYL NITRITE 90% BRN: 1209339; EC NUMBER: 2087570; FLAMMABLE LIQ	100.00 ml
540-88-5	TERT-BUTYL ACETATE	100.00 ML

540-88-5	TERT-BUTYL ACETATE 99+% FLAMMABLE LIQUID; IRRITANT	100.00 ml
54-11-5	S-(-)-NICOTINE	100.00 G
54-11-5	(-)-NICOTINE NATURALLY OCCURING ISOMER	5.00 ML
54125-02-9	TRANS-1-METHOXY-3-TRIMETHYLSILOXY-1,3-BUTADIENE	5.00 ML
54-12-6	DL-TRYPTOPHAN	25.00 G
54132-75-1	3,5-DIMETHYLPHENYL ISOCYANATE	5.00 G
5413-85-4	5-AMINO-4,6-DICHLOROPYRIMIDINE	1.00 G
5414-21-1	5-BROMOVALERONITRILE 98% IRRITANT	10.00 g
541-47-9	3,3-DIMETHYLACRYLIC ACID	100.00 G
541-47-9	3,3-DIMETHYLACRYLIC ACID 97% CORROSIVE	5.00 g
541-53-7	DITHIOBIURET TSCA LISTED	5.00 g
5416-80-8	2-METHYLINDOLE-3-CARBOXALDEHYDE	25.00 G
5416-93-3	4-METHOXYPHENYL ISOCYANATE	5.00 G
5417-63-0	3-AMINO-2-NAPHTHOL 97% IRRITANT	5.00 g
541-88-8	CHLOROACETIC ANHYDRIDE	25.00 G
5418-95-1	2-GUANIDINOBENZIMIDAZOLE 95%	5.00 g
5419-55-6	TRISOPROPYL BORATE	80.00 G
5419-55-6	TRISOPROPYL BORATE 98+ %	80.00 g
54221-95-3	2-ACETYLAMINOISONICOTINIC ACID 98%	1.00 g
542-28-9	DELTA-VALEROLACTONE 99% BRN 106436; EINECS 208-807-1; IRRITANT / KEEP	25.00 g
542-32-5	O-ALPHA-AMINOADIPIC ACID	10.00 MG
5424-19-1	3-BENZOYLPYRIDINE	5.00 G
5424-21-5	2,4-DICHLORO-6-METHYLPYRIMIDINE	25.00 G
542-44-9	MONOPALMITIN	25.00 G
542-59-6	ACETIC ACID 2-HYDROXYETHYL ESTER >60%; ASSAY METHOD: BY GAS CHROMATOGRAPHY	25.00 ml
542-81-4	2-CHLOROETHYL METHYL SULFIDE	5.00 G
542-85-8	ETHYL ISOTHIOCYANATE	50.00 G
542-88-1	BIS(CHLOROMETHYL)ETHER AMPULE; CONC (MICROGRAM/ML): 2,000; INDIVIDUAL	6.00 ml
542-88-1	BIS(CHLOROMETHYL)ETHER	1.00 G
54288-70-9	4-BROMOPIPERIDINE HYDROBROMIDE 98%	10.00 g
543-20-4	SUCCINYL CHLORIDE	100.00 G
543-24-8	N-ACETYLGLYCINE	100.00 G
543-27-1	ISOBUTYL CHLOROFORMATE	25.00 G
5437-45-6	BENZYL 2-BROMOACETATE	50.00 G
543-82-8	1,5-DIMETHYLHEXYLAMINE 99% IRRITANT	25.00 g
5438-70-0	ETHYL 4-AMINOPHENYLACETATE	5.00 G
544-00-3	DIISOAMYLAMINE	5.00
54401-85-3	ETHYL 4-PYRIDYLACETATE	25.00 G
54401-85-3	4-PYRIDYLACETIC ACID ETHYL ESTER	5.00 G
54401-85-3	ETHYL 4-PYRIDYLACETATE 97% IRRITANT	5.00 g
5441-14-5	4-PHENYLSEMICARBAZIDE HYDROCHLORIDE	1.00 G
5446-18-4	2,4-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE 98% IRRITANT	5.00 g
5448-47-5	INDOLE-3-ACETIC ACID HYDRAZIDE	5.00 G
544-92-3	COPPER(I) CYANIDE	5.00 G
544-92-3	COPPER(I) CYANIDE 99%	5.00 g
544-97-8	DIMETHYLZINC	500.00 ML
545-06-2	TRICHLOROACETONITRILE	100.00 G
545-06-2	TRICHLOROACETONITRILE 98% CORROSIVE; LACHRYMATOR	100.00 g
54512-75-3	1-BROMO-5-CHLOROPENTANE	5.00 G
5452-35-7	CYCLOHEPTYLAMINE 99% IRRITANT	25.00 g
5452-37-9	CYCLOOCTYLAMINE 97% IRRITANT	5.00 g
54527-84-3	NICARDIPINE HYDROCHLORIDE	1.00 G
5453-67-8	DIMETHYL 2,6-PYRIDINEDICARBOXYLATE	25.00 G
5454-83-1	METHYL 5-BROMOVALERATE 97%	10.00 g
5454-83-1	METHYL 5-BROMOVALERATE 98%	5.00g
5455-98-1	N-(2,3-EPDXYPROPYL)PHTHALIMIDE 97% BRN: 171277; EC NUMBER: 2267102; IRRITANT	1.00 g
5457-28-3	3-CYANOINDOLE	5.00 G
5460-29-7	N-(3-BROMOPROPYL)PHTHALIMIDE	25.00 G
5460-29-7	N-(3-BROMOPROPYL)PHTHALIMIDE 98%	100.00 g
5460-29-7	N-(3-BROMOPROPYL)PHTHALIMIDE 98% IRRITANT	25.00 g
54622-95-6	2,3-O-ISOPROPYLIDENE-1-O-METHYL-D-RIBOSIC ACID	1.00 g
54631-81-1	BOC-HYP(BZL)-OH	1.00 G
5464-12-0	1-(2-HYDROXYETHYL)-4-METHYL-PIPERAZINE	10.00 G
5464-78-8	1-(2-METHOXYPHENYL)PIPERAZINE HYDROCHLORIDE 97% HYGROSCOPIC; IRRITANT	5.00 g
54648-79-2	1-(2-METHOXYPHENYL)PIPERAZINE 97% FLAMMABLE LIQUID; MOISTURE-SENSITIVE	5.00 g

546-63-4	2-BROMOBENZYLAMINE HYDROCHLORIDE 97%	1.00 g
546-67-8	LEAD(IV) ACETATE	25.00 G
546-68-9	TITANIUM(IV) ISOPROPDXIDE 97% DUPONT PRODUCT	100.00 ml
546-68-9	TITANIUM(IV) ISOPROPDXIDE	25.00

5467-72-1	2-AMINO-4'-BROMOACETOPHENONE HYDROCHLORIDE	5.00 G
5467-74-3	4-BROMOPHENYLBORONIC ACID	5.00 G
546-89-4	LITHIUM ACETATE	100.00 G
5469-26-1	1-BROMOPINACOLONE	10.00 ML
5469-69-2	6-CHLOROPYRIDAZIN-3-AMINE	10.00 G
5469-69-2	6-CHLOROPYRIDAZIN-3-AMINE 97%	50.00 g
5470-40-6	3-METHYLPHENETHYLAMINE	5.00 G
5470-49-5	4-METHYLSULPHONYLANILINE HYDROCHLORIDE 95% AVAILABLE IN USA AND EUROPE	2.50 g
5470-96-2	2-QUINOLINECARBOXALDEHYDE	5.00 G
54716-02-8	ETHYL (E)-3-(1-PYRROLIDINO)CROTONATE 97% BRN 1310113; IRRITANT / KEEP	100.00 g
54745-92-5	2-QUINOXALOYL CHLORIDE	1.00 G
54761-04-5	YTTERBIUM(III)TRIFLUOROMETHANESULFONATE 99.99% A WATER-TOLERANT LEWIS	5.00 g
54770-27-3	1,2-VINYLENEBIS(TRIPHENYLPHOSPHONIUM BROMIDE)	10.00 G
54-85-3	ISONICOTINIC ACID HYDRAZIDE	100.00
54-85-3	ISONICOTINIC HYDRAZIDE	100.00 G
54-85-3	ISONICOTINIC ACID HYDRAZIDE 98+% BRN 119374; EINECS 200-214-6; MERCK:	500.00 g
54-85-3	ISONICOTINIC ACID HYDRAZIDE 98% IRRITANT; POSSIBLE CARCINOGEN; TOXIC	1.00 kg
549-18-8	AMITRIPTYLINE HYDROCHLORIDE	10.00 G
5500-21-0	CYCLOPROPYL CYANIDE	5.00 G
55038-01-2	1-BENZOFURAN-2-YLMETHANOL	1.00 G
5509-65-9	2,6-DIFLUOROANILINE	25.00 G
5509-65-9	2,6-DIFLUOROANILINE 97+% IRRITANT	5.00 g
551-06-4	1-NAPHTHYL ISOTHIOCYANATE >95%	25.00 g
551-06-4	1-NAPHTHYL ISOTHIOCYANATE 98%	10.00 g
55107-14-7	METHYL 4,4-DIMETHYL3-0XOPENTANOATE 99% IRRITANT	10.00 g
55112-42-0	4-METHYL-1-PIPERAZINECARBONYL CHLORIDE	25.000
55112-42-0	4-METHYL-1-PIPERAZINECARBONYL CHLORIDE EEC NO: 259-482-8	25.00 g
55114-29-9	DIETHYL (2-PENTYL)MALONATE	250.00 G
551-16-6	(+)-6-AMINOPENICILLANIC ACID '—>98.0% BIOCHEMIKA; BRN: 15080; COUPLING	100.00 g
55117-15-2	2-CHLORO-6-FLUOROBENZYL CHLORIDE 98% CORROSIVE; EC NUMBER: 2594875; LA	5.00 g
55150-29-3	2-ETHOXY-1-NAPHTHOYL CHLORIDE BRN 2844104; CORROSIVE / VERY HYGROSCOP	2.00 g
5518-52-5	TRI(2-FURYL)PHOSPHINE	1.00 G
5518-52-5	TRI(2-FURYL)PHOSPHINE 97% BEST LIGAND FOR PD-CATALYSED COUPLING OF 5-I	1.00 g
55-21-0	BENZAMIDE	5.00 G
55-21-0	BENZAMIDE 99%	100.00 g
5521-55-1	5-METHYL-2-PYRAZINECARBOXYLIC ACID 98% IRRITANT	5.00 g
55-22-1	ISONICOTINIC ACID 99% BRN: 109599; EC NUMBER: 2002282; IRRITANT; RTECS	100.00 g
55-22-1	ISONICOTINIC ACID 99% IRRITANT	5.00 g
552-30-7	1,2,4-BENZENETRICARBOXYLIC ANHYDRIDE 97% HIGHLY TOXIC; MOISTURE-SENSIT	25.00 g
55289-35-5	2-BROMO-6-NITROTOLUENE	5.00 G
553-53-7	NICOTINIC HYDRAZIDE	25.00 G
5535-48-8	PHENYL VINYL SULFONE	5.00 G
5535-49-9	2-CHLOROETHYL PHENYL SULFIDE 98% CORROSIVE; HIGHLY TOXIC	5.00 ml
553-90-2	DIMETHYL OXALATE	500.00 G
554-00-7	2,4-DICHLOROANILINE	100.00 G
554-14-3	2-METHYLTHIOPHENE	25.00 G
55440-54-5	5-CHLORO-2-METHOXYPHENYL ISOCYANATE	5.00 G
55458-67-8	1,3-DIMETHYL-1H-PYRAZOLE-5-CARBONYL CHLORIDE 97%	250.00 mg
554-68-7	TRIETHYLAMINE HYDROCHLORIDE 98% HYGROSCOPIC; IRRITANT	250.00 g
55478-23-4	Z-DAB(Z)-OH STORAGE TEMPERATURE: RT	1.00 g
554-84-7	3-NITROPHENOL	50.00 G
55499-43-9	3,4-DIMETHYLPHENYLBORONIC ACID	5.00 G
555-06-6	4-AMINOBenzoic Acid, Sodium Salt 99% IRRITANT	50.00 g
55516-54-6	L-3-(1-NAPHTHYL)ALANINE	100.00 MG
555-21-5	4-NITROPHENYLACETONITRILE	25.00 G
55552-70-0	FURAN-3-BORONIC ACID	5.00G
55620-18-3	2-ACETOXYCINNAMIC ACID 98+% BRN 2694007; IRRITANT; PREDOMINANTLY TRANS	5.00 g
55627-73-1	8-BROMOINOSINE	1.00
55628-54-1	TRI-O-BENZYL-D-GLUCAL 97% MOISTURE-SENSITIVE	5.00 g
556-52-5	GLYCIDOL	500.00 G
556-53-6	PROPYLAMINE HYDROCHLORIDE	5.00 G
556-56-9	ALLYL IODIDE	100.00 G
556-90-1	PSEUDOTHIOHYDANTOIN 97%	5.00 g
556-96-7	5-BROMO-M-XYLENE	5.00 G
557-20-0	DIETHYLZINC	100.00 ML
557-20-0	DIETHYLZINC 1.0 M SOLUTION IN HEPTANE; FLAMMABLE LIQUID; IRRITANT; PA	100.00 ml
557-21-1	ZINC CYANIDE	5.00 G

557-21-1	ZINC CYANIDE 98% BRN 4124366; COMMENT1: USED IN COMBINATION WITH TETRA	100.00 g
557-21-1	ZINC CYANIDE 98% BRN 4124366; EINECS 209-162-9; HIGHLY TOXIC / HYGROSC	25.00 g
557-21-1	ZINC CYANIDE 98% HIGHLY TOXIC	250.00 g

557-34-6	ZINC ACETATE 99.99% IRRITANT; RTECS: AK1500000; TOXIC; WATER <0.2%	25.00 g
55747-45-0	ETHYL 2-(3-N-PHTHALIMIDOPROPYL)ACETOACETATE	5.00 G
55747-45-0	ETHYL 2-(3-N-PHTHALIMIDOPROPYL)ACETOACETATE 95%	5.00 g
5574-97-0	TETRABUTYLAMMONIUM DIHYDROGENPHOSPHATE 97% EC NUMBER: 2269471; HYGROSC	5.00 g
55757-46-5	N-(TERT-BUTOXYCARBONYL)-L-CYSTEINE METHYL ESTER 97%	25.00 ml
55764-23-3	2,5-DIMETHYLFURAN-3-THIOL 90%	1.00 g
55788-44-8	3-BROMOPROPANESULFONIC ACID SODIUM SALT	10.00 G
55792-37-5	4-(HEPTYLOXY)PHENYL ISOCYANATE	1.00 G
55809-36-4	3-AMINO-5-TERT-BUTYLISOKAZOLE	5.00 G
55-81-2	2-(4-METHOXYPHENYL)ETHYLAMINE 98% BRN 508967; CORROSIVE / HARMFUL; EIN	25.00 g
558-13-4	CARBON TETRABROMIDE	100.00 G
558-13-4	CARBON TETRABROMIDE 99% BRN: 1732799; EC NUMBER: 2091896; IRRITANT; RT	100.00 g
558-17-8	2-I000-2-METHYLPROPANE	25.00 G
5582-62-7	(PROPARGYLOXY)TRIMETHYLSILANE =>97.0% APPEARANCE: YELLOW; PURITY ASSAY	10.00 ml
55827-50-4	1-(3,5-DICHLOROPHENY)-PIPERAZINE	5.00 G
558-30-5	ISOBUTYLENE OXIDE	25.00 ML
55836-69-6	3-ETHOXYBENZAMIDE 98%	5.00 g
55836-71-0	4-ETHOXYBENZAMIDE 98% BRN 2638821; EINECS 259-847-1; TSCA LISTED SUBST	5.00 g
558-37-2	3,3-DIMETHYL-1-BUTENE	50.00 ML
558-42-9	1-CHLORO-2-METHYL-2-PROPANOL	50.00 ML
55844-94-5	MERRIFIELD'S PEPTIDE RESIN	25.00 G
5585-33-1	2-(4-MORPHOLINO)ANILINE 98% BRN 163926; HARMFUL; UN 2811	25.00 g
55854-46-1	5-BROMOTHIOPHENE-2-SULFONYL CHLORIDE	5.00 G
55912-20-4	4-CHLORO-3-NITROBENZYL ALCOHOL 98%	25.00 g
56-06-4	2,4-DIAMINO-6-HYDROXYPYRIMIDINE	100.00 G
56-06-4	2,4-DIAMINO-6-HYDROXYPYRIMIDINE 96% BRN: 125006; EC NUMBER: 2002544	100.00 g
56-06-4	2,4-DIAMINO-6-HYDROXYPYRIMIDINE 96%	100.00 g
56107-02-9	4-CHLORO-3-NITROBENZOPHENONE	5.00 G
56108-12-4	4-TERT-BUTYLBENZAMIDE 98% BRN 2086692	10.00 g
56136-84-6	4,5-METHYLENEDIOXY-2-NITROACETOPHENONE	1.00-G
5616-32-0	METHYLAMINOACETONITRILE	5.00 ML
5616-32-0	METHYLAMINOACETONITRILE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; IR	6.00 ml
56175-44-1	1-METHOXY-2-INDANOL 98+% BRN 2556165	5.00 g
56-23-5	CARBON TETRACHLORIDE 99% AVAILABLE IN USA AND EUROPE	1.00 I
56-23-5	CARBON TETRACHLORIDE 99+% ANHYDROUS; AVAILABILITY MAY BE AFFECTED BY R	1.00 I
56-24-6	TRIMETHYLTIN HYDROXIDE	10.00 G
5625-67-2	PIPERAZIN-2-ONE	1.00 G
56309-56-9	2-ISOPROPYLPHENYL ISOCYANATE	5.00 G
56309-62-7	2,5-DIMETHOXYPHENYL ISOCYANATE	5.00 G
56309-62-7	2,5-DIMETHOXYPHENYL ISOCYANATE 97% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
563-41-7	SEMICARBAZIDE HYDROCHLORIDE	5.00 G
563-46-2	2-METHYL-1-BUTENE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTEED	25.00 ml
563-47-3	3-CHLORO-2-METHYLPROPENE	100.00 ML
56-34-8	TETRAETHYLAMMONIUM CHLORIDE HYDRATE	500.00 G
56-34-8	TETRAETHYLAMMONIUM CHLORIDE	500.00 G
56-35-9	BIS(TRI-N-BUTYLTIN) OXIDE 95% BRN 745057; CONVERTS THIOAMIDES TO NITRI	25.00 g
56-36-0	TRIBUTYLTIN ACETATE IRRITANT; TOXIC	50.00 g
563-70-2	BROMONITROMETHANE	1.00 G
563-78-0	2,3-DIMETHYL-1-BUTENE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUAFLAN	25.00 ml
563-79-1	2,3-DIMETHYL-2-BUTENE	100.00 ML
563-80-4	3-METHYL-2-BUTANONE	250.00 G
5638-76-6	2-(2-METHYLAMINOETHYL)PYRIDINE 97% IRRITANT	5.00 g
56392-17-7	(+/-)-METOPROLOL (+)-TARTRATE SALT	10.00 G
563-96-2	GLYOXYLIC ACID MONOHYDRATE	50.00 G
564483-19-8	2-DI-T-BUTYLPHOSPHINO-2',4',6'-TRI-I-PROPYL-1,1'-BIPHENYL	2.00 G
56456-50-9	2-CHLORO-6-FLUOROBENZYL ALCOHOL 97% BRN 1938353; EINECS 260-192-9; IRR	5.00 g
564-94-3	(-)-MYRTENAL	1.00 ML
56-53-1	DIETHYLSTILBESTROL	1.00 G
5653-40-7	2-AMINO-4,5-DIMETHOXYBENZOIC ACID 98+% BRN 782814; EINECS 227-095-3; I	25.00 g
56-54-2	QUINIDINE	5.00 G
56542-67-7	3-CYANOBENZENE-1-SULFONYL CHLORIDE	10.00 G
56553-60-7	SODIUM TRIACETOXYBOROHYDRIDE 95% MOISTURE-SENSITIVE; REAGENT USED IN R	100.00 g
56553-60-7	SODIUM TRIACETOXYBOROHYDRIDE	25.00 G
565-69-5	2-METHYL-3-PENTANONE 97% FLAMMABLE LIQUID	5.00 g
565-74-2	2-BROMO-3-METHYLBUTYRIC ACID	5.00 G
565-80-0	2,4-DIMETHYL-3-PENTANONE	100.00 ML
565-80-0	2,4-DIMETHYL-3-PENTANONE 98% BRN: 773782; EC NUMBER: 2092947; FLAMMABL	5.00 ml

58602-33-6

(BENZOTRIAZOL-1-YLOXY)TRIS(DIMETHYLAMINO)PHOSPHONIUM
HEXAFLUOROPHOSPHATE

25.00 G

56602-33-6	BENZOTRIAZOL-1-YLOXYTRIS(DIMETHYLAMINO)PHOSPHONIUM HEXAFLUOROPHOSPHATE	5.00 G
56613-80-0	(R)-(-)-2-PHENYLGLYCINOL	5.00 G
56651-57-1	4-METHYLBENZYL ISOCYANATE	5.00 G
56651-60-6	4-METHOXYBENZYL ISOCYANATE	5.00 G
56651-60-6	4-METHOXYBENZYL ISOCYANATE 98% LACHRYMATOR; MOISTURE-SENSITIVE	5.00 g
56658-04-9	2-BROMO-5-METHOXYBENZOYL CHLORIDE 97% CORROSIVE; MOISTURE-SENSITIVE	2.50 g
56718-71-9	4-(2-METHOXYETHYL)PHENOL 98%	10.00 g
56746-19-1	4-BROMO-2,6-DIETHYLANILINE >98% ASSAY METHOD: BY GC; LIGHT-SENSITIVE	10.00 g
56777-24-3	BENZYL (S)-(-)-LACTATE	5.00 ML
56777-24-3	BENZYL (S)-(-)-LACTATE 90% TECH	25.00 ml
5680-79-5	GLYCINE METHYL ESTER HYDROCHLORIDE	100.00 G
5680-80-8	L-SERINE METHYL ESTER HYDROCHLORIDE	25.00 G
5680-86-4	Z-GLU(OBZL)-OH	5.00 G
56-81-5	GLYCEROL	500.00 ML
56-82-6	DL-GLYCERALDEHYDE	5.00 G
56851-13-9	4,4'-DIMETHYL-5,5'-DIPHENYLTETRATHIAFULVALENE	250.00 MG
56891-69-1	ETHYL 3-CYANO-2-MERCAPTO-6-METHYLPYRIDINE-4-CARBOXYLATE 97% AIR-SENSIT	5.00g
56-93-9	BENZYLTRIMETHYLAMMONIUM CHLORIDE	100.00 G
57-00-1	CREATINE	500.00 G
570-08-1	DIETHYL ACETYLMALONATE	10.00 G
5707-04-0	PHENYLSELENENYL CHLORIDE	10.00 G
57-09-0	CETYLTRIMETHYLAMMONIUM BROMIDE	100.00 G
57-10-3	PALMITIC ACID	100.00 G
5710-54-3	1,2-BENZENEDISULFONIC ACID, DIPOTASSIUM SALT	10.00 G
57-13-6	UREA	500.00 G
57-14-7	UNSYM-DIMETHYLHYDRAZINE	10.00 ML
57-14-7	UNSYM-DIMETHYLHYDRAZINE 99%	10.00 ml
571-60-8	1,4-01HYDROXYNAPHTHALENE 1:1	25.00 g
57186-25-1	PAXILLINE	10.00 MG
5720-07-0	4-METHOXYPHENYLBORONIC ACID	5.00 G
57235-50-4	2-AMINO-5-CYCLOPROPYL-1,3,4-THIADIAZOLE	1.00 G
57-24-9	STRYCHNINE	10.00 G
57260-71-6	1-BOC-PIPERAZINE	25.00
57260-73-8	N-(TERT-BUTOXYCARBONYL)-1,2-DIAMINOETHANE	1.00 G
57280-73-8	N-BOC-ETHYLENEDIAMINE	1.00 G
57260-73-8	N-(2-AMINOETHYL)CARBAMIC ACID TERT-BUTYL ESTER >97% ASSAY METHOD: BY G	1.00 g
57264-46-7	2-CHLORO-6-METHYLBENZYLAMINE	1.00 G
57297-29-7	CYCLOPROPYLCARBAMIDINE HYDROCHLORIDE 97% BRN 4507255; IRRITANT / HYGRO	5.00 g
57297-29-7	CYCLOPROPYLCARBAMIDINE HYDROCHLORIDE 97%	5.00 g
57319-65-0	6-AMINOPHTHALIDE	500.00 G
57365-08-9	2-AMINO-N-CYCLOHEXYL-N-METHYLBENZYLAMINE 98% IRRITANT	25.00 g
57366-77-5	2-METHYLAMINOMETHYL-1,3-DIOXOLANE	25.00 G
5736-85-6	4-PROPDXYBENZALDEHYDE	25.00 G
5736-88-9	4-BUTOXYBENZALDEHYDE	10.00 G
573-97-7	1-BROMO-2-NAPHTHOL	25.00 G
5744-40-1	ETHYL 1,3-DIMETHYL-1H-PYRAZOLE-5-CARBOXYLATE	10.00 G
574-98-1	N-(2-BROMOETHYL)PHTHALIMIDE 98% IRRITANT	25.00 g
57500-34-2	1,3-DIIMINOISOINDOLINE 97% IRRITANT; TOXIC	5.00 g
5754-35-8	2-(2-AMINOETHYL)-1,3-DIOXOLANE	1.00 G
57-55-6	1,2-PROPANE DIOL	500.00 ML
57-57-8	BETA-PROPIOLACTONE 97% CANCER SUSPECT AGENT; DURING STORAGE INSOLUBLES	1.00 ml
576-24-9	2,3-DICHLOROPHENOL 98% IRRITANT	25.00 g
578-26-1	2,6-DIMETHYLPHENOL 99% ADDITION OF LITHIATED 2,6-DIMETHYLPHENYL ESTERS	100.00 g
5763-61-1	VERATRYLAMINE	25.00 G
5765-44-6	5-METHYLISOXAZOLE	50.000
57-67-0	SULFAGUANIDINE BRN: 2695326; CRYSTALLINE; EC NUMBER: 2003459; RTECS:	25.00 g
576-83-0	2-BROMOMESITYLENE 99% BRN: 1907245; EC NUMBER: 2094059	25.00 g
57683-71-3	2-CARBOMETHOXYBENZENESULFONAMIDE IRRITANT	5.00 g
57683-71-3	2-CARBOMETHOXYBENZENESULFONAMIDE	5.00 G
577-11-7	DIOCTYL SULFOSUCCINATE, SODIUM SALT	100.00 G
577-16-2	2-METHYLACETOPHENONE	5.00 G
577-19-5	1-BROMO-2-NITROBENZENE	25.00 G
57729-79-0	4-AMINO-3-CHLORO-5-NITROBENZOTRIFLUORIDE	5.00 G
57772-50-6	2-AMINO-3-METHYLBENZYL ALCOHOL 97% IRRITANT	5.00 g
5779-93-1	3,3-DIMETHYLBENZALDEHYDE	5.00 G

5781-95-3	METHYL CHLOROXYACETATE	5.00 G
5781-53-3	MONO-METHYL OXALYL CHLORIDE	10.00 ML
578-54-1	2-ETHYLANILINE	100.00 G

578-57-4	2-BROMOANISOLE	25.00 G
578-57-4	2-BROMOANISOLE 97%	25.00 g
578-66-5	8-AMINOQUINOLINE	1.00 G
578-66-5	8-AMINOQUINOLINE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; HARMFUL;	25.00 g
578-67-6	5-HYDROXYQUINOLINE	1.00 G
57-88-5	CHOLESTEROL	25.00 G
57903-15-8	2-(METHYLSULFONYL)ETHYL SUCCINIMIDYL CARBONATE 98% IRRITANT; MOISTURE-	1.00 g
579-07-7	1-PHENYL-1,2-PROPANEDIONE	5.00 G
579-10-2	N-METHYLACETANILIDE	25.00 G
57918-73-7	3-ACETOXY-2-CYCLOHEXEN-1-ONE	25.00 G
57933-83-2	ISOPROPENYL CHLOROFORMATE	1.00 G
57960-19-7	ACEQUINOCYL	200.00 MG
57981-02-9	O-(2,3,4,5,6-PENTAFLUOROBENZYL)HYDROXYLAMINE HYDROCHLORIDE 98+% USEFUL	250.00 mg
5799-67-7	DIMETHYL(METHYLTHIO)SULFONIUM TETRAFLUOROBORATE	1.00 G
580-13-2	2-BROMONAPHTHALENE	25.00 G
580-15-4	6-AMINOQUINOLINE	5.00 G
580-17-6	3-AMINOQUINOLINE	1.00 G
580-22-3	2-AMINOQUINOLINE	1.00 G
580-22-3	2-AMINOQUINOLINE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; GUARANTEE	1.00 g
58032-84-1	3-NITROPHENYLMETHANESULFONYL CHLORIDE	1.00 G
580-51-8	3-PHENYLPHENOL 90% IRRITANT; REMAINDER 4-PHENYLPHENOL	5.00 g
5805-39-0	2-(2-AMINOPHENYL)BENZIMIDAZOLE	5.00 G
5807-30-7	3,4-DICHLOROPHENYLACETIC ACID	25.00 G
58-08-2	CAFFEINE	1.00 KG
58-08-2	CAFFEINE 99% TOXIC	5.00 g
58088-62-3	2-BENZYLAMINO-4-METHYLPYRIDINE 98% IRRITANT	5.00 g
58091-08-0	N-IBIS(METHYLTHIO)METHYLENEGLYCINE METHYL ESTER	5.00 G
5809-23-4	2-(4-DIETHYLAMINO-2-HYDROXYBENZOYL)BENZOIC ACID	25.00 G
5811-88-1	8-CARBOXYNAPHTHALENE-1-CARBOXAMIDE BRN 2213597; IRRITANT; TECH	5.00 g
5813-64-9	NEOPENTYLAMINE	25.00 ML
5813-64-9	NEOPENTYLAMINE >95% ASSAY METHOD: BY GC AND TITRIMETRIC ANALYSIS; CORR	25.00 ml
5813-86-5	3-METHOXYBENZAMIDE 97%	25.00 g
5813-89-8	2-THIOPHENECARBOXAMIDE 99%	5.00 g
58196-47-7	3-(3-CYCLOPROPYLAMINO)PROPIONITRILE 99%	1.00 g
582-22-9	BETA-METHYLPHENETHYLAMINE	5.00 G
582-33-2	ETHYL 3-AMINOBenzoate	5.00 G
58-28-6	DESIPRAMINE HYDROCHLORIDE	5.00 G
58315-38-1	N-[2-NITRO-4-(TRIFLUOROMETHYL)PHENYL]PIPERAZINE	5.00 g
583-39-1	2-MERCAPTOBENZIMIDAZOLE	5.00 G
5834-16-2	3-METHYLTHIOPHENE-2-CARBOXALDEHYDE	25.00 ML
583-58-4	3,4-LUTIDINE	100.00 G
583-75-5	4-BROMO-2-METHYLANILINE	25.00 G
5837-73-0	DL-2-HYDROXY-3-BUTENOIC ACID METHYL ESTER	5.00 G
583-78-8	2,5-DICHLOROPHENOL	50.00 G
583-78-8	2,5-DICHLOROPHENOL 98% BRN 1907692; EINECS 209-520-4; HARMFUL / IRRITA	25.00 g
583-78-8	2,5-DICHLOROPHENOL 98% IRRITANT	50.00 g
583-91-5	DL-2-HYDROXY-4-(METHYLTHIO)BUTYRIC ACID 88-72% IN WATER; TOXIC	25.00 g
584-02-1	3-PENTANOL 98+% BRN 1730964; EINECS 209-526-7; FLAMMABLE / HARMFUL; RT	25.00 g
584-08-7	POTASSIUM CARBONATE 99.5-100% PLASTIC BOTTLE; PURITY ASSAY: DRIED BAS	1.00 kg
584-08-7	POTASSIUM CARBONATE	1.00 KG
584-08-7	POTASSIUM CARBONATE 99.0+% ACS; ANHYDROUS; GRANULAR; REAGENT	500.00 g
584-20-3	3-AMINO-4,4-TRIFLUOROBUTYRIC ACID 97%	1.00 g
58479-61-1	TERT-BUTYLCNORODIPHENYLSILANE	50.00 G
58479-61-1	TERT-BUTYLDIPHENYLCHLOROSILANE	50.00 G
58479-61-1	TERT-BUTYLCHLORODIPHENYLSILANE 98%	50.00 g
585-34-2	3-TERT-BUTYLPHENOL 99% CORROSIVE; REMAINDER 4-TERT-BUTYLPHENOL	5.00 g
585-48-8	2,6-DI-TERT-BUTYLPYRIDINE	5.00 G
585-48-8	2,6-DI-TERT-BUTYLPYRIDINE 97% COMMONLY EMPLOYED AS A PROTON TRAP FOR L	25.00 g
58551-83-0	2,4,6-TRIFLUOROBENZALDEHYDE	5.00 G
5856-63-3	(R)-(-)-2-AMINO-1-BUTANOL	1.00 G
5856-77-9	2,2-DIMETHYLBUTYRYL CHLORIDE	50.00 G
5856-79-1	2-METHYLBUTYRYL CHLORIDE	5.00 G
5856-79-1	2-METHYLBUTYRYL CHLORIDE 97% CORROSIVE; FLAMMABLE LIQUID	5.00 g
585-70-6	5-BROMO-2-FUROIC ACID	100.00 G
585-74-0	T-METHYLACETOPHENONE	5.00 G
585-79-5	3-BROMONITROBENZENE	25.00 G

5858-17-3	3,4-DICHLOROTHIOPHENOL 97%	25.00 g
5858-18-4	2,5-DICHLOROBENZENETHIOL	1.00 G
58586-81-5	4-ETHOXYBENZHYDRAZIDE	5.00 G
58-61-7	ADENOSINE	250.00 G

58-61-7	(-)-ADENOSINE	25.00 G
586-61-8	1-BROMO-4-ISOPROPYLBENZENE	10.00
586-75-4	4-BROMOBENZOYL CHLORIDE	25.00 G
586-75-4	4-BROMOBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	10.00 g
586-76-5	P-BROMOBENZOIC ACID	25.00 G
586-78-7	1-BROMO-4-NITROBENZENE	25.00 G
586-95-8	4-PYRIDYLCARBINOL	25.00 G
586-95-8	4-PYRIDYLCARBINOL 99% HYGROSCOPIC; IRRITANT	100.00 g
586-96-9	NITROBENZENE 97% SPIN TRAP; UNDERGOES VARIOUS ADDITION, REDUCTION, A	10.00 g
586-98-1	2-PYRIDYLCARBINOL	25.00 G
587-02-0	3-ETHYLANILINE	10.00 G
587-02-0	3-ETHYLANILINE 98% IRRITANT	10.00 g
587-03-1	3-METHYLBENZYL ALCOHOL 98%	5.00 g
58728-64-6	4-AMINO-1-NAPHTHALENECARBONITRILE	1.00 G
5875-25-2	2-BROMOPROPIONAMIDE	25.00 G
5875-25-2	2-BROMOPROPIONAMIDE 99%	25.00 g
58757-38-3	6-CHLORONICOTINYL CHLORIDE 98% CORROSIVE; HARMFUL; MOISTURE-SENSITIVE	5.00 g
5876-51-7	1-iodo-3,4-methylenedioxybenzene	5.00 G
58780-82-8	N-METHYL-3,4,5-TRIMETHOXYBENZYLAMINE	5.00 G
5878-19-3	METHOXYACETONE	10.00 G
58808-59-6	4-(TRIFLUOROACETYL)BENZOIC ACID	1.00 G
58859-46-4	ETHYL 4-AMINO-1-PIPERIDINECARBOXYLATE	5.00 G
58-86-6	D-XYLOSE 99% BRN: 1562108; EC NUMBER: 2004007; OPTICAL ROTATION: [ALPH	500.00 g
58880-37-8	1-(4-CHLOROPHENYL)-1-CYCLOHEXANECARBOXYLIC ACID	25.00 G
58885-58-8	3-(BOC-AMINO)-1-PROPANOL	10.00 ML
58885-58-8	N-(3-HYDROXYPROPYL)CARBAMIC ACID TERT-BUTYL ESTER	5.00 ML
58885-58-8	TERT-BUTYL N-(3-HYDROXYPROPYL)CARBAMATE 97% AMINE PROTECTED, DIFUNCTIO	10.00 ml
589-06-0	4-(4-FLUOROPHENYL)BUTYRIC ACID AVAILABLE IN USA AND EUROPE; EINECS 20	5.00 g
589-08-2	N-METHYLPHENETHYLAMINE	5.00 ML
589-10-6	BETA-BROMOPHENETOLE	5.00 G
5891-21-4	5-CHLORO-2-PENTANONE	100.00 ML
589-15-1	4-BROMOBENZYL BROMIDE	100.00 G
589-16-2	4-ETHYLANILINE	5.00 ML
589-16-2	4-ETHYLANILINE >99% ASSAY METHOD: BY GC; HARMFUL; IRRITANT	25.00 ml
589-18-4	4-METHYLBENZYL ALCOHOL 98% IRRITANT; RTECS: 009370000	5.00 g
589-38-8	3-1-HEXANONE 98% FLAMMABLE LIQUID; IRRITANT	5.00 g
589-57-1	DIETHYL CHLOROPHOSPHITE	25.00 G
58-96-8	URIDINE	1.000
5900-58-3	METHYL 2-AMINO-4-CHLOROBENZOATE =>98.0% PURITY ASSAY METHOD: HPLC/NONA	10.00 g
590-15-8	TRANS-1-BROMO-1-PROPENE	5.00 G
590-17-0	BROMOACETONITRILE 97% CORROSIVE; LACHRYMATOR	5.00 g
59020-10-9	3-TRIBUTYLSTANNYLPYRIDINE	5.00 G
59021-02-2	2-MERCAPTOMETHYLPYRAZINE FEMA REPORTED AVERAGE MAXIMUM USE LEVEL: BAK	25.00 g
590-28-3	POTASSIUM CYANATE	100.00G
590-29-4	POTASSIUM FORMATE 99% HYGROSCOPIC; IRRITANT	25.00 g
59032-27-8	1H-5-MERCAPTO-1,2,3-TRIAZOLE, SODIUM SALT 95% AVAILABLE IN USA AND EUR	25.00 g
590-42-1	TERT-BUTYL ISOTHIOCYANATE	5.00 G
590-46-5	BETAINE HYDROCHLORIDE MIN 99% BRN: 3916181; EC NUMBER: 2096831; RTECS:	100.00 g
59084-16-1	1-ACETYLISONIPECOTOYL CHLORIDE 97%	25.00 g
59084-16-1	1-ACETYLPYRIDINE-4-CARBONYL CHLORIDE 95% CORROSIVE / MOISTURE SENSIT	5.00g
590-86-3	ISOVALERALDEHYDE	2.00 ML
590-86-3	ISOVALERALDEHYDE 97% FLAMMABLE LIQUID; STENCH	25.00 ml
590-92-1	3-BROMOPROPIONIC ACID	500.00 G
591-01-5	N-GUANYLUREA SULFATE 97% IRRITANT	10.00 g
591-17-3	3-BROMOTOLUENE	25.00 G
591-18-4	1-BROMO-3-INDOBENZENE	25.00 G
591-19-5	3-BROMOANILINE	25.00 G
591-20-8	3-BROMOPHENOL	100.00 G
591-24-2	3-METHYLCYCLOHEXANONE	100.00 g
591-27-5	3-AMINOPHENOL	100.00 G
591-31-1	M-METHOXYBENZALDEHYDE	100.00 G
591-31-1	M-ANISALDEHYDE	100.00 G
5913-13-3	(R)-(-)-1-CYCLOHEXYLETHYLAMINE	25.00 G
5913-13-3	(R)-(-)-1-CYCLOHEXYLETHYLAMINE 98% 95% EE/GLC; IRRITANT	5.00 g
591-35-5	3,5-DICHLOROPHENOL	10.00 G
591-49-1	1-METHYL-1-CYCLOHEXENE	25.00 ML

591-50-4	IODOBENZENE	100.00 G
591-50-4	IODOBENZENE 98% BRN: 1446140; EC NUMBER: 2097196; IRRITANT; LIGHT-SENS	5.00 g
591-54-8	4-AMINOPYRIMIDINE 98%	4.00 g
591-54-8	4-AMINOPYRIMIDINE 98% IRRITANT	250.00 mg

59159-39-6	(TERT-BUTOXYCARBONYLMETHYL)TRIPHENYLPHOSPHONIUM BROMIDE	10.00 G
591-80-0	4-PENTENOIC ACID 98% BRN 1633696; CORROSIVE / HARMFUL; EINECS 209-732-	10.00 g
591-82-2	ISOBUTYL ISOTHIOCYANATE 97% ERN 1740371; EINECS 209-733-2; FLAMMABLE /	25.00 g
591-82-2	ISOBUTYL ISOTHIOCYANATE	5.00 G
591-87-7	ALLYL ACETATE 99% BRN: 1742050; EC NUMBER: 2097348; FLAMMABLE LIQUID;	5.00 ml
59189-97-8	3-FLUORO-4-METHYLBENZOYL CHLORIDE	1.00 G
5922-60-1	2-AMINO-5-CHLOROBENZONITRILE	5.00 G
592-42-7	1,5-HEXADIENE	25.00 G
592-57-4	1,3-CYCLOHEXADIENE	25.00 ML
5926-51-2	BROMOMALEIC ANHYDRIDE 97% IRRITANT; MOISTURE-SENSITIVE	10.00 g
5926-51-2	BROMOMALEIC ANHYDRIDE	50.00 G
59-26-7	N,N-DIETHYLNICOTINAMIDE	25.00 G
5927-18-4	TRIMETHYL PHOSPHONOACETATE	100.00 G
5930-28-9	4-AMINO-2,6-DICHLOROPHENOL 98% IRRITANT	25.00 g
593-56-6	0-METHYLHYDROXYLAMINE HYDROCHLORIDE 98% CORROSIVE; HYGROSCOPIC	25.00 g
593-56-6	METHOXYLAMINE HYDROCHLORIDE 98% CORROSIVE; HYGROSCOPIC; REAGENT FORTH	25.00 g
593-70-4	CHLOROFLUOROMETHANE	100.00 G
59377-19-4	4-PHENOXYPHENYL ISOCYANATE	1.00 G
593-85-1	GUANIDINE CARBONATE 99% IRRITANT; TOXIC	250.00 g
594-09-2	TRIMETHYLPHOSPHINE	100.00 ML
594-09-2	TRIMETHYLPHOSPHINE 1.0 M SOLUTION IN TOLUENE; FLAMMABLE LIQUID; PACKA	100.00 ml
594-19-4	TERT-BUTYLLITHIUM	100.00 ML
594-19-4	TERT-BUTYLLITHIUM 98% 1.5M SOLUTION IN PENTANE; 10G AND 900 ARE WEIGHT	90.00 g
594-19-4	TERT-BUTYLLITHIUM 1.7 M SOLUTION IN PENTANE; 100 AND 800ML IN POLY-CO	100.00 ml
594-39-8	TERT-AMYLAMINE 98% CORROSIVE; FLAMMABLE LIQUID	5.00 g
594-39-8	TERT-AMYLAMINE	5.00 G
594-44-5	ETHANESULFONYL CHLORIDE	100.00 ML
594-44-5	ETHANESULFONYL CHLORIDE 99+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, I	100.00 ml
594-56-9	2,3,3-TRIMETHYL-1-BUTENE	5.00 G
594-60-5	2,3-DIMETHYL-2-BUTANOL	25.00 G
59480-92-1	2,5-DIMETHYL-3-PYRROLINE 90% FLAMMABLE LIQUID; MIXTURE OF CIS AND TRAN	1.00 g
59-48-3	OXINDOLE 97% BRN: 114692; EC NUMBER: 2004295; RTECS: NM2080500; TOXIC	25.00 g
59483-54-4	3-CHLORO-2-NITROANILINE	10.00 G
59-50-7	4-CHLORO-3-METHYLPHENOL	5.00 G
59528-29-9	P-BUTOXYBENZYLAMINE HYDROCHLORIDE	5.00 G
59-52-9	2,3-DIMERCAPTO-1-PROPANOL 95% STENCH; TOXIC ,	1.00 g
59548-39-9	4-METHOXY-1,2-PHENYLENEDIAMINE DIHYDROCHLORIDE	10.00 G
5959-52-4	3-AMINO-2-NAPHTHOIC ACID =>80% PURITY ASSAY METHOD: NONAQUEOUS TITRATI	5.00 g
5959-56-8	4-AMINO-1-NAPHTHOL HYDROCHLORIDE	5.00 G
596-43-0	TRIPHENYLMETHYL BROMIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; GU	25.00 g
596-43-0	TRIPHENYLMETHYL BROMIDE 98% CORROSIVE; REAGENT FOR THE PREPARATION OF	5.00 g
596-75-8	DIETHYL DI-N-BUTYLMALONATE	25.00-G
59-67-6	NICOTINIC ACID	5.00 G
5968-90-1	XANTHOSINE DIHYDRATE	5.00 G
5968-90-1	XANTHOSINE DIHYDRATE 98%	5.00 g
597-31-9	2,2-DIMETHYL-3-HYDROXYPROPIONALDEHYDE	5.00
59741-04-7	2-METHOXY-5-METHYLPHENYL ISOCYANATE	5.00 G
59768-74-0	BOC-L-ASPARTIC ACID 4-METHYL ESTER	5.00 G
5977-14-0	ACETOACETAMIDE	5.00 G
597-97-7	TERT-AMYL ISOTHIOCYANATE	1.00 G
5980-97-2	2,4,6-TRIMETHYLPHENYLBORONIC ACID	5.00 G
5980-97-2	MESITYLBORONIC ACID	1.00 G
598-10-7	1,1-CYCLOPROPANEDICARBOXYLIC ACID	5.00 G
59817-32-2	3-(1-PIPERAZINO)PHENOL	5.00 G
598-21-0	BROMOACETYL BROMIDE 98+% CORROSIVE; LACHRYMATOR	100.00 g
598-21-0	BROMOACETYL BROMIDE	100.00 G
59-82-5	5-NITRO-2-FURONITRILE	5.00 G
598-30-1	SEC-BUTYLLITHIUM	600.00 ML
598-32-3	3-BUTEN-2-OL	5.00 G
598-50-5	METHYLUREA	100.00 G
598-52-7	1-METHYL-2-THIOUREA	25.00 G
598-54-9	COPPER(I) ACETATE	1.00 G
598-56-1	N,N-DIMETHYLETHYLAMINE	100.00 G
59864-30-1	2,4-DIMETHOXYPYRIMIDINE-6-CARBOXYLIC ACID	1.00 g
59865-13-3	CYCLOSPORIN A	100.00 MG
598-65-2	1,1-DIMETHYLGUANIDINE SULFATE	10.00 G

598-74-3	1,2-DIMETHYLPROPYLAMINE 98+% CORROSIVE; FLAMMABLE LIQUID	25.00 g
598-75-4	3-METHYL-2-BUTANOL	100.00 ML
59-88-1	PHENYLHYDRAZINE HYDROCHLORIDE 99+% BRN: 3594958; CANCER SUSPECT AGENT;	100.00 g
598-98-1	METHYL TRIMETHYLACETATE 99% FLAMMABLE LIQUID	100.00 ml

599-00-8	TRIFLUOROACETIC ACID-D	100.00 G
59936-29-7	BOC-PRO-OME STORAGE TEMP: -15 DEG C	25.00 g
5993-91-9	2-(AMINOMETHYL)BENZIMIDAZOLE DIHYDROCHLORIDE HYDRATE	5.00 G
59944-65-9	4-METHYL-1,2,3-THIADIAZOLE-5-CARBONYL CHLORIDE 90+%	250.00 mg
5994-87-6	DIPHENYLPHOSPHINAMIDE 98% IRRITANT	5.00 g
59-98-3	TOLAZOLINE	5.00 G
59997-51-2	4,4-DIMETHYL-3-0XOPENTANENITRILE 99% BRN: 1746674; EC NUMBER: 2620171;	25.
600-00-0	ETHYL 2-BROMOISOBUTYRATE 98% BRN: 1098947; CORROSIVE; EC NUMBER: 20998	100.00 g
60-00-4	ETHYLENEDIAMINETETRAACETIC ACID	100.00 G
60-00-4	ETHYLENEDIAMETETRAACETIC ACID 99%	500.00 g
600-22-6	METHYL PYRUVATE	100.00 G
600-36-2	2,4-DIMETHYL-3-PENTANOL	25.00 G
6006-65-1	N,N-DIMETHYLFORMAMIDE DIPROPYL ACETAL	25.00 G
60075-23-2	3,4-DIMETHOXYPHENYLACETIC ACID HYDRAZIDE	5.00 G
60-09-3	4-PHENYLAZOANILINE	25.00 G
60-12-8	PHENETHYL ALCOHOL 99%	5.00 g
60142-96-3	1-(AMINOMETHYL)CYCLOHEXANEACETIC ACID *	25.00 G
6018-28-6	ARECAIDINE HYDROCHLORIDE 98+% BRN 3913792; IRRITANT / KEEP COLD; RTECS	1.00 g
60-18-4	L-TYROSINE	100.00 G
60-19-5	TYRAMINE HYDROCHLORIDE	25.00 G
60-24-2	2-MERCAPTOETHANOL	100.00 ML
6025-60-1	1-(2-AMINOPHENYL)PYRROLE	1.00 G
60-27-5	CREATININE	1.00 KG
60-29-7	ETHER PACKAGED IN SAFETY CANS; STABILIZED WITH 0.00005+% BHT	2.00 I
60-29-7	ETHER	4.00 L
60-29-7	DIETHYL ETHER	250.00 ML
603-11-2	3-NITROPHTHALIC ACID	100.00 G
60-32-2	6-AMINOCAPROIC ACID	5.00 G
603-32-7	TRIPHENYLARSINE	5.00 G
603-32-7	TRIPHENYLARSINE 98%	1.00 g
603-35-0	TRIPHENYLPHOSPHINE 99% BRN: 610776; EC NUMBER: 2100360; IRRITANT; RTEC	500.00 g
603-35-0	TRIPHENYLPHOSPHINE	500.00 G
603-35-0	TRIPHENYLPHOSPHINE 99% IRRITANT	100.00 g
60-34-4	METHYLHYDRAZINE 98% AVAILABILITY MAY BE AFFECTED BY REGULATIONS; CANCE	400.00 g
60-34-4	METHYLHYDRAZINE	500.00
60-34-4	METHYLHYDRAZINE 98% AVAILABILITY MAY BE AFFECTED BY REGULATIONS; BRN:	25.00 g
60-35-5	ACETAMIDE	0.00
60-35-5	ACETAMIDE 98+%	500.00 g
603-62-3	3-NITROPHTHALIMIDE	10.00 G
603-76-9	1-METHYLINDOLE	25.00 G
6038-19-3	DL-HOMOCYSTEINETHIOLACTONE HYDROCHLORIDE	25.00 G
6038-19-3	DL-HOMOCYSTEINETHIOLACTONE HYDROCHLORIDE >98% ASSAY METHOD: BY TITRIME	25.00 g
603-83-8	2-METHYL-3-NITROANILINE	25.00 G
60385-06-0	4-METHOXY-2-METHYLPHENYL ISOCYANATE	5.00 G
60404-18-4	3-BROMO-2,5-DICHLOROTHIOPHENE	0.00
604-44-4	4-CHLORO-1-NAPHTHOL 97%	25.00 g
6046-93-1	COPPER(II) ACETATE MONOHYDRATE	100.00 G
60480-83-3	2,4-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE	25.00 G
60480-83-3	2,4-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE 97% IRRITANT	5.00 g
60-56-0	2-MERCAPTO-1-METHYLIMIDAZOLE 98%	25.00 g
60-56-0	2-MERCAPTO-1-METHYLIMIDAZOLE	5.00 G
606-00-8	METHYL 3,5-DIBROMOANTHRANILATE	100.00 G
606-21-3	1-CHLORO-2,6-DINITROBENZENE	5.00 g
606-23-5	1,3-INDANDIONE	5.00 G
60628-96-8	BIFONAZOLE *	1.00 G
606-45-1	METHYL 2-METHOXYBENZOATE 99% RTECS: DH3549000	25.00 g
60656-87-3	BENZYLOXYACETALDEHYDE	1.00 G
6066-82-6	N-HYDROXYSUCCINIMIDE	25.00 G
6066-82-6	N-HYDROXYSUCCINIMIDE 97% ADDITIVE USED IN THE CARBODIIMIDE METHOD FOR	25.00 g
6068-72-0	4-CYANOBENZOYL CHLORIDE	1.00 G
6068-72-0	4-CYANOBENZOYL CHLORIDE 98%	5.00 g
60706-63-0	2,3,5,6-TETRAMETHYLBENZENESULPHONYL CHLORIDE 98% BRN 1876644; CORROSIV	10.00 g
60728-41-8	1-METHYL 2-AMINOTEREPHTHALATE 98% IRRITANT	25.00 g
607-67-0	4-HYDROXY-2-METHYLQUINOLINE	10.00 G
6077-72-1	2-METHYLCYCLOPROPANEMETHANOL 98% MIXTURE OF CIS AND TRANS	1.00 g
607-81-8	DIETHYL BENZYL MALONATE	100.00 G

60789-54-0	BENZYL 4-BROMOBUTYL ETHER	1.00 G
60-80-0	ANTIPYRINE	100.00 G
60811-21-4	4-BROMO-2-CHLORO-1-FLUOROBENZENE	5.00 G
608-27-5	2,3-DICHLOROANILINE	5.00 G

608-27-5	2,3-DICHLOROANILINE 99% HIGHLY TOXIC; IRRITANT	25.00 g
608-30-0	2,6-DIBROMOANILINE 97% IRRITANT	10.00 g
60834-63-1	4-BUTYLBENZYL ALCOHOL	1.00 G
60838-50-8	3-METHOXYACRYLONITRILE	100.00 ML
60853-81-8	DIMETHYLAMINOACETYL CHLORIDE HYDROCHLORIDE 95% CORROSIVE / MOISTURE SE	5.00 g
60853-81-8	DIMETHYLAMINOACETYL CHLORIDE HYDROCHLORIDE	5.00 G
60871-83-2	MAGNESIUM TRIFLUOROMETHANESULFONATE	5.00 G
609-08-5	DIETHYL METHYLMALONATE	500.00 G
609-21-2	4-AMINO-2,6-DIBROMOPHENOL 96% IRRITANT	25.00 g
6092-80-4	O-PHENYLHYDROXYLAMINE HYDROCHLORIDE	1.00 G
60933-63-3	(1S)-10-CAMPHORSULFONAMIDE 97% SIGN OF OPTICAL ROTATION VARIES WITH SO	1.00 g
609-39-2	2-NITROFURAN	1.00 G
609-40-5	2-NITROTHIOPHENE 98+% BRN 112532; EINECS 210-190-9; RTECS XN0030000; T	5.00 g
60965-26-6	2-BROMO-2',4'-DIMETHOXYACETOPHENONE 96% IRRITANT; LACHRYMATOR	1.00 g
60965-26-6	2-BROMO-2',4'-DIMETHOXYACETOPHENONE	1.00 G
609-65-4	2-CHLOROBEZOYL CHLORIDE	5.00 G
609-65-4	2-CHLOROBEZOYL CHLORIDE 95% BRN: 386435; CORROSIVE; EC NUMBER: 210194	5.00 g
609-66-5	2-CHLOROBEZAMIDE 98%	25.00 g
609-67-6	2-IODOBENZOYL CHLORIDE	50.00 G
609-67-6	2-IODOBENZOYL CHLORIDE 98%	50.00g
609-71-2	2-HYDROXYNICOTINIC ACID 98% BRN: 472167; EC NUMBER: 2101982; IRRITANT	25.00 g
609-89-2	2,4-DICHLORO-6-NITROPHENOL	25.00 G
610-14-0	2-NITROBEZOYL CHLORIDE	5.00 G
610-14-0	2-NITROBEZOYL CHLORIDE 90% CORROSIVE; EXPLODES WHEN HEATED; TECH	25.00 g
610-16-2	2-DIMETHYLAMINOBEZOIC ACID	5.00 G
61020-09-5	N-FORMYL-3-METHOXY-MORPHOLINE	25.00 G
610-35-5	4-HYDROXYPHTHALIC ACID	5.00 G
610-49-1	1-AMINOANTHRACENE 90% TECH	5.00 g
6106-24-7	SODIUM L-TARTRATE DIHYDRATE 99+% ACS REAGENT; ASSAY: 99.0-101.0%; CA <	500.00 g
61079-72-9	2,3,4-TRIFLUOROBENZOIC ACID	25.00 G
611-09-6	5-NITROISATIN	25.00 G
611-17-6	2-CHLOROBEZYL BROMIDE	5.00 G
611-20-1	2-CYANOPHENOL	25.00 G
611-20-1	2-HYDROXYBENZONITRILE	50.00 G
611-21-2	N-METHYL-O-TOLUIDINE	5.00 G
611-36-9	4-HYDROXYQUINOLINE 98%	10.00 g
6117-91-5	CROTYL ALCOHOL	25.00 ML
61189-99-9	2,2-DIETHOXYACETAMIDE	50.00 G
611-95-0	4-BENZOYLBENZOIC ACID	5.00 G
612-05-5	METHYL-BETA-D-XYLOPYRANOSIDE 98%	5.00 g
612-16-8	2-METHOXYBENZYL ALCOHOL 99%	5.00g
612-23-7	2-NITROBEZYL CHLORIDE	10.00 G
612-25-9	2-NITROBEZYL ALCOHOL 97% BRN: 2046649; EC NUMBER: 2103026; RTECS: DPO	25.00g
612-28-2	N-METHYL-2-NITROANILINE 98% IRRITANT	10.00 g
612-62-4	2-CHLOROQUINOLINE	5.00 G
61310-53-0	3-ETHOXYACRYLONITRILE	25.00 ML
613-13-8	2-AMINOANTHRACENE 96% IRRITANT	5.00 g
61341-26-2	3-METHYLTHIOPHENE-2-CARBONYL CHLORIDE 98%	2.00 g
613-45-6	2,4-DIMETHOXYBENZALDEHYDE	25.00 G
61348-47-8	2-(5-ISOXAZOLYL)PHENOL 98% IRRITANT	5.00 g
613-54-7	ALPHA-BROMO-2'-ACETONAPHTHONE 98%	50.00 g
613-54-7	2-BROMO-2'-ACETONAPHTHONE 99% CORROSIVE; LACHRYMATOR	5.00 g
6136-68-1	3-ACETYLBENZONITRILE 98%	25.00 g
613-84-3	2-HYDROXY-5-METHYLBENZALDEHYDE	5.00 G
613-90-1	BENZOYL CYANIDE	25.00 G
613-93-4	N-METHYLBENZAMIDE	10.00 G
61394-50-1	5-CYANOINDOLE	1.00 G
6141-58-8	METHYL 2-METHYL-3-FURANCARBOXYLATE	25.00 G
614-16-4	BENZOYLACETONITRILE	5.00 G
614-39-1	PROCAINAMIDE HYDROCHLORIDE 99% IRRITANT	25.00 g
614-45-9	TERT-BUTYL PEROXYBENZOATE	100.00 G
6146-52-7	5-NITROINDOLE	25.00 G
614-68-6	O-TOLYL ISOCYANATE	10.00 G
614-69-7	O-TOLYL ISOTHIOCYANATE	5.00 G
614-75-5	2-HYDROXYPHENYLACETIC ACID 99% BRN: 908000; EC NUMBER: 2103932; IRRITA	10.00 g
614-98-2	ETHYL 3-FUROATE 99%	25.00 G

614-98-2	ETHYL 5-FURCOATE 98%	5.00 g
613-13-4	2-INDANONE	10.00 G
615-18-9	2-CHLOROBENZOXAZOLE	5.00 G
615-20-3	2-CHLOROBENZOTHAZOLE >98.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUAR	25.00 g

615-28-1	1,2-PHENYLENEDIAMINE DIHYDROCHLORIDE 99% ERN: 3912045; CANCER SUSPECT	25.00 g
6153-39-5	ORCINOL MONOHYDRATE	25.00 G
615-36-1	2-BROMOANILINE 98% IRRITANT	25.00 g
615-36-1	2-BROMOANILINE	25.00 G
61-54-1	TRYPTAMINE	50.00 G
615-43-0	2-IODOANILINE 98% IRRITANT; LIGHT-SENSITIVE	5.00 g
61550-02-5	2-(TRIMETHYLSILOXY)FURAN	1.00 G
615-57-6	2,4-DIBROMOANILINE	100.00 G
615-57-6	2,4-DIBROMOANILINE 98% IRRITANT	25.00 g
615-59-8	2,b-DIBROMOTOLUENE	25.00 G
615-74-7	2-CHLORO-5-METHYLPHENOL 99% BRN 2041487; EINECS 210-444-9; HARMFUL / I	25.00 g
615-79-2	ETHYL 2,4-DIOXOVALERATE	25.00 G
615-82-7	DL-LEU-GLY	5.00
6160-65-2	1, V-THIOCARBONYLDIIMIDAZOLE	10.00 G
6160-65-2	1,1'-THIOCARBONYLDIIMIDAZOLE APPROX 97% BRN: 609349; EC NUMBER: 228183	1.00 g
616-24-0	1-ETHYLPROPYLAMINE 97% CORROSIVE; FLAMMABLE LIQUID	25.00 g
616-29-5	1,3-DIAMINO-2-HYDROXYPROPANE	5.00 G
616-30-8	3-AMINO-1,2-PROPANEDIOL 97% CORROSIVE	5.00g
6163-58-2	TRI-O-TOLYPHOSPHINE	10.00 G
6163-58-2	TRI-O-TOLYPHOSPHINE 97% IRRITANT	10.00 g
616-38-6	DIMETHYL CARBONATE 99% FLAMMABLE LIQUID; MOISTURE-SENSITIVE	100.00 g
616-42-2	DIMETHYL SULFITE	925.00
616-44-4	3-METHYLTHIOPHENE	50.00 ML
616-45-5	2-PYRROLIDINONE	500.00 G
616-47-7	1-METHYLIMIDAZOLE	100.00 ML
6165-69-1	THIOPHENE-3-BORONIC ACID	5.00 G
6165-69-1	3-THIOPHENEBORONIC ACID 95% IRRITANT	1.00 g
61676-62-8	2-ISOPROPDXY-4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLANE	25.00 ML
6168-72-5	DL-2-AMINO-1-PROPANOL 98% BRN: 1209234; CORROSIVE; EC NUMBER: 2282073	25.00 g
617-52-7	DIMETHYL ITACONATE 97% BRN: 386674; EC NUMBER: 2105196	100.00 g
617-73-2	2-HYDROXYOCTANOIC ACID	5.00 G
617-73-2	2-HYDROXY-N-CAPRYLIC ACID >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS;	5.00 g
617-86-7	TRIETHYLSILANE	100.00
617-86-7	TRIETHYLSILANE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTEED RE	250.00 ml
617-86-7	TRIETHYLSILANE 99% ALPHA,BETA-ENONES ARE REDUCED SELECTIVELY TO SATURA	250.00 g
617-86-7	TRIETHYLSILANE 99% FLAMMABLE LIQUID; IRRITANT; PACKAGED UNDER NITROGEN	100.00 g
617-89-0	FURFURYLAMINE 99+% IRRITANT	5.00 g
61790-53-2	FILTER AGENT, CELITE(R) 545	3.00 KG
61790-53-2	HYFLO SUPER CEL(R), DIATOMACEOUS EARTH IRRITANT; RTECS: W7311000	1.00 kg
61-82-5	3-AMINO-1,2,4-TRIAZOLE	25.00 G
61826-55-9	CIS-PINONIC ACID	5.00 G
61826-55-9	CIS-PINONIC ACID 98% IRRITANT	5.00 g
618-31-5	BENZAL BROMIDE	5.00 G
618-36-0	ALPHA-METHYLBENZYLAMINE 99% CORROSIVE; TOXIC	25.00 ml
618-39-3	BENZAMIDINE APPROX 85% PRACT; PURITY ASSAY METHOD: NONAQUEOUS TITRATIO	10.00 g
618-46-2	3-CHLOROBENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	25.00 g
618-47-3	M-TOLUAMIDE	100.00 G
618-48-4	3-CHLOROBENZAMIDE	10.00 G
618-51-9	3-IODOBENZOIC ACID	10.00 G
618-58-6	3,5-DIBROMOBENZOIC ACID	25.00 G
618-62-2	3,5-DICHLORONITROBENZENE	25.00 G
6186-91-0	3-CHLORO-2-FLUOROPROP-1-ENE	25.00 G
619-05-6	3,4-DIAMINOBENZOIC ACID 97% IRRITANT: UNDERGOES CYCLOCONDENSATIONS TO	100.00 g
819-17-0	4-NITROANTHRANILIC ACID PACKAGED IN GLASS BOTTLES	5.00 g
61921-33-3	TRANS-4-NITROCINAMOYL CHLORIDE 97% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
619-21-6	3-CARBOXYBENZALDEHYDE	1.00 G
619-23-8	3-NITROBENZYL CHLORIDE 98% BRN 742794; CORROSIVE / HARMFUL; EINECS 210	50.00 g
619-25-0	3-NITROBENZYL ALCOHOL	25.00
6192-52-5	P-TOLUENESULFONIC ACID MONOHYDRATE	500.00
6192-52-5	P-TOLUENESULFONIC ACID MONOHYDRATE 98.5% BRN: 3568023; EC NUMBER: 2031	100.00 g
61925-77-7	BOC-CYS(4-MEBZL)-OH	25.00 G
619-41-0	2-BROMO4'-METHYLACETOPHENONE	25.00 G
619-42-1	METHYL 4-BROMOBENZOATE	10.00 G
619-45-4	METHYL 4-AMINOBENZOATE	5.00 G
61948-85-4	2-AMINO-3,4,5-TRIMETHOXYBENZOIC ACID 97% BRN 3353856; EINECS 263-344-2	5.00 g
619-55-6	P-TOLUAMIDE	100.00 G

619-56-7	4-CHLOROBENZAMIDE	10.00 G
619-58-9	4-IODOBENZOIC ACID	5.00 G
619-66-9	4-CARBOXYBENZALDEHYDE	25.00 G
619-67-0	4-HYDRAZINOBENZOIC ACID 97% IRRITANT	25.00 g

620-02-0	5-METHYLFURFURAL	25.00 G
620-08-6	4-METHOXYPYRIDINE 97% IRRITANT	25.00 ml
620-13-3	3-METHYLBENZYL BROMIDE	25.00 G
620-23-5	M-TOLUALDEHYDE	25.00 G
620-24-6	3-HYDROXYBENZYL ALCOHOL	5.00 G
62076-66-8	DL-THREONINE METHYL ESTER HYDROCHLORIDE	1.00 G
62089-74-1	1-(4-PYRIDYL)METHYLPIPERAZINE	1.00 G
62089-74-1	14(4-PYRIDYL)-METHYLPIPERAZINE	5.00 G
621-29-4	M-TOLYL ISOCYANATE	10.00 ML
621-34-1	3-ETHOXYPHENOL	25.00 ml
621-42-1	3-ACETAMIDOPHENOL	25.00 G
621-79-4	CINNAMAMIDE	5.00 G
621-84-1	BENZYL CARBAMATE 99% BRN: 1865635; EC NUMBER: 2107104	100.00 g
621-84-1	BENZYL CARBAMATE 99%	25.00 g
621-84-1	BENZYL CARBAMATE	50.00 G
622-08-2	2-(BENZYLOXY)ETHANOL >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANT	25.00 ml
62210-98-4	(3AS,4R,6R,7AS)-TETRAHYDRO-4-HYDROXYMETHYL-6-METHOXY-4H-FURO[3,2-C]PYRAN-2(3H)-ONE	50.00 MG
622-26-4	4-PIPERIDINEETHANOL	5.00 G
622-26-4	4-PIPERIDINEETHANOL 97% IRRITANT	5.00 g
622-33-3	O-BENZYLHYDROXYLAMINE 97% BRN 1906691; IRRITANT	5.00 g
622-33-3	O-BENZYLHYDROXYLAMINE	5.00 G
622-40-2	N-(2-HYDROXYETHYL)MORPHOLINE	250.00 ML
622-40-2	4-(2-HYDROXYETHYL)MORPHOLINE	100.00 G
622-46-8	PHENYL CARBAMATE 98+% BRN 2042627; EINECS 210-737-1	25.00 g
6224-91-5	1-(TRIMETHYLSILYL)-1-PROPYLENE 98%	5.00 g
622-57-1	N-ETHYL-P-TOLUIDINE >98% ASSAY METHOD: BY GC	500.00 ml
622-58-2	P-TOLYL ISOCYANATE	5.00 G
622-59-3	P-TOLYL ISOTHIOCYANATE 97% BRN 386032; EINECS 210-745-5; HARMFUL / IRR	25.00 g
6226-25-1	TRIFLUOROMETHANESULFONIC ACID 2,2,2-TRIFLUOROETHYL ESTER PACKAGED IN	5.00 g
622-78-6	BENZYL ISOTHIOCYANATE	25.00 G
622-79-7	BENZYL AZIDE	2.00 G
622-80-0	N-N-PROPYLANILINE >98% ASSAY METHOD: BY GC; TOXIC	25.00 ml
622-95-7	4-CHLOROBENZYL BROMIDE >97% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA	25.00 g
623-04-1	4-AMINOBENZYL ALCOHOL 98% KEEP COLD	25.00 g
623-05-2	4-HYDROXYBENZYL ALCOHOL 97%	25.00 g
62306-79-0	5-METHYLFURAN-2-BORONIC ACID	5.00 G
62-31-7	3-HYDROXYTYRAMINE HYDROCHLORIDE	25.00 G
62-31-7	3-HYDROXYTYRAMINE HYDROCHLORIDE 98% IRRITANT	5.00 g
623-24-5	ALPHA,ALPHN-DIBROMO-P-XYLENE	5.00 G
6232-88-8	ALPHA-BROMO-P-TOLUIC ACID 97% CORROSIVE; LACHRYMATOR	5.00 g
623-36-9	2-METHYL-2-PENTENAL 96% BRN 506124; EINECS 210-789-5; FLAMMABLE / IRRI	25.00 g
62348-13-4	ISOXAZOLE-5-CARBONYL CHLORIDE	5.00 G
62346-13-4	ISOXAZOLE-5-CARBONYL CHLORIDE 97% BRN 4375023; CORROSIVE / MOISTURE SE	250.00 mg
623-48-3	ETHYL IODOACETATE	25.00 G
623-51-8	THIOGLYCOLIC ACID ETHYL ESTER	500.00 G
623-51-8	2-MERCAPTOETHYL ACETATE 97% STENCH; TOXIC	5.00 g
623-57-4	3-(DIMETHYLAMINO)-1,2-PROPANEDIOL 98% CORROSIVE	5.00 ml
623-57-4	3-(DIMETHYLAMINO)-1,2-PROPANEDIOL	5.00 ML
62368-07-4	1-ACETYL-5-BROMO-7-NITRO-INDOLINE	1.00 G
623-71-2	ETHYL 3-CHLOROPROPIONATE 98% IRRITANT	25.00 g
623-71-2	ETHYL 3-CHLOROPROPIONATE	25.00 G
623-73-4	ETHYL DIAZOACETATE	20.00 G
623-73-4	ETHYL DIAZOACETATE CONTAINS <=10% DICHLOROMETHANE; EXPLODES WHEN HEAT	20.00 g
623-95-0	1,3-DIPROPYLUREA	700.00 G
624-28-2	2,5-DIBROMOPYRIDINE	10.00 G
624-31-7	4-10DOTOLUENE	100.00 G
624-70-4	1-CHLORO-2-10DOETHANE 97%	25.00 g
624-73-7	1,2-DIIODOETHANE	25.00 G
624-78-2	N-ETHYLMETHYLAMINE 97% CORROSIVE; FLAMMABLE LIQUID	5.00 g
624-78-2	N-ETHYLMETHYLAMINE	5.00 G
624-84-0	FORMIC HYDRAZIDE	25.00 G
624-92-0	METHYL DISULFIDE	25.00 ML
62-53-3	ANILINE 99+% BRN 605631; EINECS 200-539-3; POSSIBLE CARCINOGEN / TOXIC	100.00 g
62535-4'	TRANS-CROTONYL CHLORIDE 90% CORROSIVE; FLAMMABLE LIQUID; STABILIZED WI	5.00 g
62535-60-8	5-AMINO-3-METHYL-1-P-TOLYLPYRAZOLE >95% ASSAY METHOD: BY TITRIMETRIC A	10.00 g

625-36-5	3-CHLOROPROPIONYL CHLORIDE	100.00 G
625-36-5	3-CHLOROPROPIONYL CHLORIDE 98%	5.00 ml
625-38-7	VINYLAACETIC ACID 97% CANCER SUSPECT AGENT; INHIBITED WITH 0.5% HYDROQU	25.00 g

625-45-6	METHOXYACETIC ACID	25.00 ML
625-48-9	2-NITROETHANOL	25.00 G
625-51-4	N-(HYDROXYMETHYL)ACETAMIDE	5.00 G
625-52-5	ETHYLUREA	25.00 G
625-53-6	1-ETHYL-2-THIOUREA	10.00 G
62-55-5	THIOACETAMIDE 99+% ACS REAGENT; AN ADDITIVE IN ENANTIOSELECTIVE REDUCT	100.00 g
62-55-5	THIOACETAMIDE	25.00 G
625-55-8	ISOPROPYL FORMATE	25.00 ML
62561-75-5	P-IODO-D-PHENYLALANINE	1.00
62-56-6	THIOUREA	100.00 G
62-56-6	THIOUREA 99%	25.00 g
62-57-7	2-AMINOISOBUTYRIC ACID 98%	25.00 g
625-77-4	DIACETAMIDE	5.00 G
6258-63-5	2-THENYLMERCAPTAN 98%	1.00 g
625-92-3	3,5-DIBROMOPYRIDINE	25.00 G
625-95-6	3-IODOTOLUENE	25.00 G
626-02-8	3-IODOPHENOL 98+% BRN 2039304; EINECS 210-923-2; IRRITANT / LIGHT SENS	10.00 g
626-15-3	ALPHA,ALPHA'-DIBROMO-M-XYLENE	10.00 G
626-16-4	M-XYLYLENE DICHLORIDE 97% BRN 2079898; CORROSIVE / LACHRYMATORY; EINEC	10.00 g
6262-87-9	2-ISOPROPYLBENZENETHIOL 90% CORROSIVE; STENCH; TECH	10.00 g
626-34-6	ETHYL 3-AMINOCROTONATE 99% CORROSIVE; LACHRYMATOR	25.00 g
62637-93-8	TRIMETHYLAMINE H-OXIDE DIHYDRATE	50.00 G
6264-40-0	5-(METHYLTHIO)-1,3,4-THIADIAZOLE-2-THIOL	1.00 G
626-55-1	3-BROMOPYRIDINE	5.00 G
628-55-1	3-BROMOPYRIDINE 99% BRN: 105880; EC NUMBER: 2109520; HIGHLY TOXIC; IRR	5.00 g
626-56-2	3-METHYLPYRIDINE 99% FLAMMABLE LIQUID; IRRITANT	5.00 g
626-56-2	3-PIPECOLINE >97% ASSAY METHOD: BY GC; FLAMMABLE LIQUID; IRRITANT	25.00 ml
626-58-4	4-METHYLPYRIDINE 96% FLAMMABLE LIQUID; IRRITANT	5.00 ml
626-64-2	4-HYDROXYPYRIDINE	25.00 G
626-64-2	4-HYDROXYPYRIDINE 95% HYGROSCOPIC; IRRITANT	25.00 g
626-97-1	VAL ERAMIDE 95%	25.00 g
6270-19-5	4-(2,3-EPDXYPROPYL)MORPHOLINE 98%	5.00 g
627-04-3	(ETHYLTHIO)ACETIC ACID 97% BRN 1743038; CORROSIVE; EINECS 210-979-8; T	5.00 g
627-09-8	PROPARGYL ACETATE	5.00 G
627-11-2	2-CHLOROETHYL CHLOROFORMATE	5.00 G
627-12-3	PROPYL CARBAMATE	25.00 G
627-18-9	3-BROMO-1-PROPANOL	25.00 G
627-18-9	3-BROMO-1-PROPANOL >93% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PACKAGED	25.00 g
627-18-9	3-BROMO-1-PROPANOL 97% IRRITANT	25.00 g
6272-38-4	2-(BENZYLOXY)PHENOL 96% IRRITANT; MAY CONTAIN UP TO 3% CATECHOL	10.00 g
6272-38-4	2-BENZYLOXYPHENOL 98% IRRITANT	25.00 g
627-27-0	3-BUTEN-1-OL	5.00 G
627-30-5	3-CHLORO-1-PROPANOL 98% IRRITANT	100.00 g
627-32-7	3-iodo-1-propanol	10.00 G
627-35-0	N-METHYLPROPYLAMINE	5.00 G
627-37-2	2-METHYLALLYLAMINE AVAILABLE IN USA AND EUROPE; HYGROSCOPIC	1.00 g
627-37-2	N-METHYLALLYLAMINE 96% CORROSIVE; FLAMMABLE LIQUID	1.00 g
627-41-8	METHYL PROPARGYL ETHER =.>97.0% PURITY ASSAY METHOD: GAS CHROMATOGRAPHY	10.00 ml
627-50-9	ETHYL VINYL SULFIDE	5.00 ML
627-50-9	ETHYL VINYL SULFIDE 98% 25 ML AVAILABLE ONLY IN KIT; FLAMMABLE LIQUID;	5.00 ml
62759-83-5	METHYL 4,4-DIMETHOXY-3-OXOVALERATE	1.00 G
62-76-0	SODIUM OXALATE	100.00 G
6276-54-6	3-CHLOROPROPYLAMINE HYDROCHLORIDE	50.00 G
62778-20-5	1-THIO-D-GLUCOSE SODIUM SALT AVAILABLE IN USA AND EUROPE; OPTICAL ROT	1.00 g
62790-50-5	4-CHLORO-2-METHYL-6-NITROANILINE	5.00 G
628-02-4	HEXANOAMIDE 98% IRRITANT	5.00 g
628-05-7	1-NITROPENTANE	5.00 G
628-09-1	3-CHLOROPROPYL ACETATE 98% IRRITANT; RTECS: UA8944000	25.00 g
628-20-6	4-CHLOROBUTYRONITRILE 98+% IRRITANT; TOXIC	50.00 g
6282-88-8	3-(4-CHLOROPHENYL)PROPAN-1-OL	1.00 G
628-41-1	1,4-CYCLOHEXADIENE 97% BRN: 1900733; CANCER SUSPECT AGENT; CONTAINS AP	25.00 ml
628-41-1	1,4-CYCLOHEXADIENE 97% CANCER SUSPECT AGENT; CONTAINS APPROX 3% BENZEN	100.00 ml
628-41-1	1,4-CYCLOHEXADIENE 97%	25.00 ml
6286-46-0	2-BROMO-4,5-DIMETHOXYBENZOIC ACID	5.00 G
6287-38-3	3,4-DICHLOROBENZALDEHYDE	25.00 G
628-87-5	IMINODIACETONITRILE	100.00 G

6290-49-9	METHYL METHOXYACETATE 99%	100.00 g
629-14-1	ETHYLENE GLYCOL DIETHYL ETHER	100.00 ML
629-14-1	ETHYLENE GLYCOL DIETHYL ETHER 98% BRN: 1732917; EC NUMBER: 2110761; FL	500.00 ml

6291-85-6	3-ETHOXYPROPYLAMINE	100.00 G
629-19-6	PROPYL DISULFIDE	25.00 G
629-27-6	1-IODOOCTANE	25.00 G
62937-45-5	(R)-PROLINAMIDE	5.00 G
629-45-8	BUTYL DISULFIDE	25.00 ML
6295-87-0	1-AMINOPYRIDINIUM IODIDE	10.00 G
6296-42-0	2-CHLOROETHYLUREA >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
62965-35-9	BOC-L-TERT-LEUCINE	5.00 G
62965-35-9	BOC-TLE-OH	5.00 g
6298-19-7	3-AMINO-2-CHLOROPYRIDINE	10.00 G
6299-67-8	2,3-DIMETHOXYANILINE IRRITANT; LIGHT-SENSITIVE; TOXIC	1.00 g
630-17-1	1-BROMO-2,2-DIMETHYLPROPANE	5.00 G
630-17-1	1-BROMO-2,2-DIMETHYLPROPANE 98% FLAMMABLE LIQUID; IRRITANT	5.00 g
630-18-2	TRIMETHYLACETONITRILE	25.00 G
630-19-3	TRIMETHYLACETALDEHYDE	25.00 ML
630-19-3	TRIMETHYLACETALDEHYDE 97% BRN: 506060; COMMONLY USED BUILDING BLOCK IN	5.00 ml
630-20-6	1,1,1,2-TETRACHLOROETHANE 99% BRN: 1733216; EC NUMBER: 2111351; IRRITA	25.00 g
63024-77-1	3-(CHLOROMETHYL)BENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR; USED TO P	5.00 g
630-25-1	1,2-DIBROMOTETRACHLOROETHANE -	25.00 G
6303-21-5	HYPOPHOSPHOROUS ACID	100.00 G
6304-16-1	(4-PYRIDYL)ACETONE	5.00 G
6306-52-1	L-VALINE METHYL ESTER HYDROCHLORIDE	50.00 G
6306-52-1	L-VALINE METHYL ESTER HYDROCHLORIDE 99%	50.00 g
63074-07-7	1-(2-TETRAHYDROFUROYL)PIPERAZINE	5.00 G
63076-51-7	CYCLOPENTYLBORONIC ACID	1.00 G
630-93-3	5,5-DIPHENYLHYDANTOIN SODIUM SALT	100.00 G
63094-81-5	L-ASPARAGINE T-BUTYL ESTER HYDROCHLORIDE	1.00
63096-02-6	N-(TERT-BUTOXYCARBONYL)-L-LEUCINE METHYL ESTER	25.00 ML
63126-47-6	(5)(+)-2-METHOXYMETHYLPYRROLIDINE 99% BRN 3587324; FLAMMABLE / IRRITA	1.00 g
63131-29-3	METHYL 4-FLUOROBENZOYLACETATE	10.00 G
63131-29-3	METHYL 4-FLUOROBENZOYLACETATE 95% BRN: 3050469; EC NUMBER: 2638896	10.00 g
63131-29-3	METHYL 4-FLUOROBENZOYLACETATE 95%	10.00 g
6313-33-3	FORMAMIDINE HYDROCHLORIDE	25.00 G
6313-33-3	FORMAMIDINE HYDROCHLORIDE >95.0% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
6313-33-3	FORMAMIDINE HYDROCHLORIDE 98% BRN: 3906935; EC NUMBER: 2286392; HYGROS	25.00 g
63133-82-4	2-CHLORO-4,6-DIMETHYLANILINE	25.00 G
6313-54-8	2-CHLOROISONICOTINIC ACID >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
63139-21-9	4-ETHYLPHENYLBORONIC ACID	25.00 G
63139-21-9	4-ETHYLBENZENEBOBORONIC ACID	5.00 G
6314-28-9	BENZOIBITHIOPHENE-2-CARBOXYLIC ACID	25.00 G
6314-42-7	BENZO(B)THIOPHENE-2-CARBOXAMIDE 97% BRN 4467	5.00 g
63148-57-2	POLY(METHYLHYDROSILOXANE) REDUCING AGENT	250.00 g
6315-89-5	4-AMINOVERATROLE 98% IRRITANT	10.00 g
631-61-8	AMMONIUM ACETATE	50.00 G
631-61-8	AMMONIUM ACETATE 97+% ACS REAGENT; BRN: 4186741; CL- <=5 PPM; EC NUMBE	25.00 g
6317-49-3	DIETHYL 4-OXOPIMELATE	25.00G
6319-40-0	4-BROMO-3-NITROBENZOIC ACID	40.00
6320-01-0	3-BROMOBENZENETHIOL 95% IRRITANT; STENCH	5.00 g
6320-96-3	3-BROMOPROPIONAMIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	10.00 g
6320-96-3	3-BROMOPROPIONAMIDE	5.00 G
6321-23-9	4-METHYLCYCLOHEXYLAMINE	25.00 ML
6321-23-9	4-METHYLCYCLOHEXYLAMINE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; CIS-	25.00 ml
632-22-4	1,1,3,3-TETRAMETHYLUREA	100.00 G
63224-35-1	2-(4-MORPHOLINO)ETHYL ISOTHIOCYANATE	2.00 G
63231-67-4	SILICA GEL 60	1.00 KG
6326-83-6	BIS(CARBOXYMETHYL) TRITHIOCARBONATE	25.00 G
6328-74-1	4-PHENOXYPHENYLACETIC ACID	5.00 G
6334-18-5	2,3-DICHLOROBENZALDEHYDE	25.00 G
63352-99-8	3,5-DICHLOROPHENYLHYDRAZINE HYDROCHLORIDE 97% HARMFUL; IRRITANT	5.00 g
633-66-9	BERBERINE HEMISULFATE SALT	10.00 G
6342-77-4	3-(2-METHOXYPHENYL)PROPIONIC ACID	5.00 G
6343-54-0	N-BENZYLFORMAMIDE	25.00 G
6343-93-7	4-METHOXYPHENYLACETAMIDE 96% BRN 2088040; EINECS 228-745-9	5.00 g
63448-63-5	2-AMINO-1-METHOXYBUTANE CORROSIVE; FLAMMABLE LIQUID	25.00 ml
6345-27-3	4-AMIDINOPYRIDINIUM CHLORIDE 98+% HYGROSCOPIC; IRRITANT	5.00 g
634-55-9	ETHYL 2-CYANOACETOACETATE	10.00 G
634-91-3	3,4,5-TRICHLOROANILINE 97% IRRITANT	5.00 g

63493-28-7	2-PENTYLAMINE 98+% BRN 635657; EINECS 264-269-8; FLAMMABLE / CORROSIVE	25.00 g
63512-50-5	L-ALPHA-HYDROXYGLUTARIC ACID DISODIUM SALT	100.00 MG
635-21-2	2-AMINO-5-CHLOROBENZOIC ACID	25.00 G

635-22-3	4-CHLORO-3-NITROANILINE	5.00 G
635-26-7	O-TOLYLHYDRAZINE HYDROCHLORIDE 97+% HARMFUL; IRRITANT	5.00 g
635-46-1	1,2,3,4-TETRAHYDROQUINOLINE 98% IRRITANT	5.00 g
6358-64-1	4-CHLORO-2,5-DIMETHOXYANILINE	25.00 G
6358-64-1	4-CHLORO-2,5-DIMETHOXYANILINE 98% BRN 880445; EINECS 228-782-0; HARMFU	25.00 g
63594-37-6	H-ORN(Z)-OBZL HCL STORAGE TEMPERATURE: RT	5.00 g
6363-53-7	MALTOSE MONOHYDRATE	100.00 G
6366-70-7	H-LYS(Z)-OBZL HCL	1.00 g
636-72-6	2-THIOPHENEMETHANOL	25.00 G
6368-20-3	BOC-D-SER-OH	25.00 G
636-93-1	2-METHOXY-5-NITROPHENOL	5.00 G
636-95-3	3-NITROPHENYLHYDRAZINE HYDROCHLORIDE 98% IRRITANT	5.00 g
636-97-5	4-NITROBENZOIC HYDRAZIDE	25.00 G
636-98-6	1-IODO-4-NITROBENZENE	25.00 G
6373-46-2	P-BENZYLOXYANILINE	10.00 g
6373-50-8	4-CYCLOHEXYLANILINE	25.00 G
6373-50-8	4-CYCLOHEXYLANILINE 97% BRN 2965799; EINECS 228-918-9; HARMFUL; UN 281	5.00 g
63-74-1	SULFANILAMIDE 99% BRN: 511852; EC NUMBER: 2005634; RTECS: W08400000	100.00 g
637-59-2	1-BROMO-3-PHENYLPROPANE	5.00 G
637-60-5	P-TOLYLHYDRAZINE HYDROCHLORIDE	25.00 G
637-81-0	ETHYL AZIDOACETATE	25.00 G
6380-21-8	2-PROPENYLPHENOL 98% IRRITANT; MIXTURE OF CIS AND TRANS	10.00 g
6381-59-5	POTASSIUM SODIUM TARTRATE TETRAHYDRATE	100.00 G
6381-92-6	EDETATE DISODIUM SALT: DIHYDRATE	500.00 G
638-29-9	VALERYL CHLORIDE	25.00 G
638-29-9	VALERYL CHLORIDE 98% CORROSIVE; FLAMMABLE LIQUID	25.00 g
638-32-4	SUCCINAMIC ACID	5.00 G
63837-11-6	5-BROMO-2-METHYLBENZOTHAZOLE	5.00 G
638-38-0	MANGANESE(II) ACETATE	25.00 G
6393-40-4	4-AMINO-3-NITROBENZONITRILE	5.00 G
6399-81-1	TRIPHENYLPHOSPHONIUM BROMIDE	100.00 G
64017-81-8	BETA-ALANINAMIDE HYDROCHLORIDE	1.00 G
64035-64-9	TRIMETHYLSILYLMETHYL TRIFLUOROMETHANESULFONATE	1.00 G
64-04-0	BETA-PHENYLETHYLAMINE	100.00 ML
64-04-0	2-PHENYLETHYLAMINE >98% ALTERNATE LOCANT(S) OR STEREODESCRIPTOR(S): BE	25.00 ml
64-04-0	PHENETHYLAMINE 99.5+% BRN: 507488; CORROSIVE; EC NUMBER: 2005744; GLAS	100.00 ml
64-04-0	PHENETHYLAMINE 99+%	50.00 ml
64063-37-2	2,6-DICHLORO-3-METHYLANILINE 99+% IRRITANT	10.00 g
64099-82-7	TRIBUTYLPROPYNYLSTANNANE	2.00 G
641-70-3	3-NITROPTHALIC ANHYDRIDE	5.00 G
64-17-5	ETHYL ALCOHOL 99.5+% 200 PROOF; =>99.5% (VOL); ABSOLUTE; ACETONE: TO P	4.00 I
64-17-5	ETHYL ALCOHOL 4X4 L AVAILABLE ONLY IN KIT; ANHYDROUS, DENATURED; AVAI	1.00 I
64-17-5	ETHYL ALCOHOL RTECS: KQ6300000	4.00 I
64-17-5	ETHYL ALCOHOL	2.00 L
64-17-5	ETHYL ALCOHOL 99.5+% 200 PROOF, ANHYDROUS; FLAMMABLE LIQUID; HIGHLY TO	1.00 I
64-17-5	ETHYL ALCOHOL 100ML, 1L AND 2L IN SURE/SEAL(TM) BOTTLES, 18L IN KILO-	1.00 I
64-17-5	ETHYL ALCOHOL ANHYDROUS, DENATURED; AVAILABILITY MAY BE AFFECTED BY R	1.00 I
64-18-6	FORMIC ACID 96% ACETIC ACID <=0.4%; ACS REAGENT; ASSAY: =>96.0%; CL- <	500.00 g
64-18-6	FORMIC ACID	500.00 G
64-18-6	FORMIC ACID 95-97% 1 L AVAILABLE ONLY IN KIT; 2.5 L AVAILABLE ONLY IN	500.00 g
64-18-6	FORMIC ACID 95-97% REMAINDER WATER FOR STABILIZATION	500.00 g
6419-36-9	3-PYRIDYLACETIC ACID 98%	2.50 g
64-19-7	ACETIC ACID =>99.7% GLACIAL; GLASS BOTTLE; GUARANTEED REAGENT; GUARANT	5.00 I
64-19-7	ACETIC ACID	500.00 G
64-19-7	ACETIC ACID 99.7+% ACS REAGENT; ACS SPECIFICATIONS: SAME AS FOR 24,285	500.00 ml
6424-62-0	3,4-DIFLUOROBENZONITRILE 98% FLAMMABLE SOLID; IRRITANT	5.00 g
64262-23-3	1-N-PROPYLPIPERAZINE DIHYDROBROMIDE 99%	10.00 g
64312-89-6	(+/-)-ALPHA-METHOXY-ALPHA-TRIFLUOROMETHYLPHENYLACETYLCHLORIDE 99%	1.00 g
643-28-7	2-ISOPROPYLANILINE 97% IRRITANT	100.00 ml
64379-91-5	TRANS-3-(TRIFLUOROMETHYL)CINNAMOYL CHLORIDE 97% CORROSIVE; MOISTURE-SE	5.00 g
64415-07-2	7-TRIFLUOROMETHYL-4-QUINOLINETHIOL IRRITANT; TECH	10.00 g
644-35-9	2-PROPYLPHENOL 98% IRRITANT; TOXIC	5.00 g
6443-85-2	3-PYRIDYLACETONITRILE	5.00 G
64443-05-6	TETRAKIS(ACETONITRILE)COPPER(I) HEXAFLUOROPHOSPHATE	25.00 G
64485-93-4	CEFOTAXIME SODIUM SALT	1.00 G
64505-12-0	ETHYL 2-ISOCYANATO-4-(METHYLTHIO)BUTYRATE	2.00 G
645-12-5	5-NITRO-2-FUROIC ACID 98%	

645-13-6	4-ISOPROPYLACETOPHENONE 98%	100.00 g
645-15-8	BIS(4-NITROPHENYL)PHOSPHORIC ACID >98% ASSAY METHOD: BY TITRIMETRIC AN	1.00 g
645-45-4	HYDROCINNAMOYL CHLORIDE 98% BRN: 742586; CORROSIVE; EC NUMBER: 2114436	5.00 g

645-59-0	HYDROCINNAMONITRILE	10.00 G
645-62-5	2-ETHYL-2-HEXENAL >90% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PACKAGED I	25.00 ml
6456-74-2	GLYCINE TERT-BUTYL ESTER	5.00 G
646-01-5	3-METHYLTHIOPROPIONIC ACID	25.00 G
646-07-1	4-METHYLPENTANOIC ACID FCC; NATURE IDENTICAL; ORGANOLEPTIC PROPERTIES	100.00 g
646-19-5	1,7-DIAMINOHEPTANE	5.00 G
6470-87-7	ANTHRAQUINONE-2-CARBONYL CHLORIDE	5.00 G
64-77-7	TOLBUTAMIDE	25.00 G
6480-68-8	3-QUINOLINECARBOXYLIC ACID	5.00 G
6482-24-2	2-BROMOETHYL METHYL ETHER	25.00 G
64837-53-2	5-AMINO-1,3,4-THIADIAZOLE-2-CARBOXYLIC ACID ETHYL ESTER	1.00 G
6485-79-6	TRIIISOPROPYLSILANE	50.00 G
65055-17-6	3-CHLORO-4-FLUOROBENZOYL CHLORIDE 97% CORROSIVE / MOISTURE SENSITIVE;	1.00.g
65079-19-8	6AMINO-2-METHYLQUINOLINE	25.00 G
651-06-9	SULFAMETER EC NUMBER: 2114808; RTECS: WP0525000	5.00 g
65195-20-2	2-PIPERIDINOPHENOL	10.00 G
65195-20-2	2-(1-PIPERIDINO)PHENOL 98% BRN 151777; IRRITANT	5.00 g
65195-43-9	4-(AMINOMETHYL)BENZENESULFONAMIDE HYDROCHLORIDE HYDRATE 99%	25.00 g
65201-77-6	TETRABUTYLAMMONIUM PERIODATE EC NUMBER: 2656145; IRRITANT; OXIDIZER	25.00 g
65-22-5	PYRIDOXAL HYDROCHLORIDE	5.00 G
6523-49-5	4-(1H-1,2,4-TRIAZOL-1-YL)ANILINE	1.00 G
65277-42-1	KETOCONAZOLE	100.00 MG
65287-34-5	2-CHLOROPYRIDINE-4-CARBONYL CHLORIDE	1.00 G
65287-34-5	2-CHLOROPYRIDINE-4-CARBONYL CHLORIDE 95+%	250.00 mg
85295-69-4	2,6-DIFLUOROPHENYL ISOCYANATE	1.00 G
653-11-2	2,3,5,6-TETRAFLUOROPHENYLHYDRAZINE	5.00 G
653-11-2	2,3,5,6-TETRAFLUOROPHENYLHYDRAZINE 97+% IRRITANT	5.00 g
65373-53-7	ISOXAZOLE-4-CARBALDEHYDE	5.00
6542-37-6	1-AZA-3,7-DIOXABICYCLO[3.3.0]OCTANE-5-METHANOL	250.00 ML
65-45-2	SALICYLAMIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; GUARANTEED RE	25.00 g
65473-13-4	N-METHYL-1-NAPHTHALENEMETHYLAMINE HYDROCHLORIDE 98% IRRITANT; REAGENT	1.00 g
6547-53-1	4-BENZYLOXYPHENYLACETIC ACID >99% ASSAY METHOD: BY TITRIMETRIC ANALYSI	25.00 g
6553-96-4	2,4,6-TRIIISOPROPYLBENZENESULFONYL CHLORIDE	5.00 G
656-65-5	4-BROMO-3-FLUOROANILINE >97% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; EX	1.00 g
657-05-6	2-CHLORO-5-(TRIFLUOROMETHYOBENZOYL CHLORIDE	1.00 G
657-05-6	2-CHLORO-5-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE / MOISTURE	1.00 g
6570-95-2	1-BROMO.4,4-DIMETHYLPENTANE	5.00
65753-47-1	2-CHLORO-3-TRIFLUOROMETHYLPYRIDINE	25.00 G
65802-56-4	4-AMINO-6-HYDROXY-2-MERCAPTOPYRIMIDINE	25.00 G
65802-56-4	4-AMINO-6-HYDROXY-2-MERCAPTOPYRIMIDINE >97% ASSAY METHOD: BY TITRIMETR	25.00 g
6582-42-9	3',4'-DICHLOROPROPIOPHENONE	1.00 G
658-78-6	4-NITROPHENYL TRIFLUOROACETATE	25.00 G
658-91-3	3-(TRIFLUOROMETHOXY)BENZAMIDE 97%	5.00 g
6590-94-9	3,4-DICHLOROPHENYL ISOTHIOCYANATE 97% BRN 511101; CORROSIVE / HARMFUL	25.00 g
6590-96-1	2,4-DICHLOROPHENYL ISOTHIOCYANATE 99% BRN 777072; CORROSIVE / HARMFUL	25.00 g
659-28-9	4-(TRIFLUOROMETHOXY)BENZALDEHYDE	5.00 G
6602-32-0	2-BROMO-3-PYRIDINOL	5.00 G
6602-54-6	2-CHLORO-3-CYANOPYRIDINE >97% ASSAY METHOD: BY GC	500.00 g
6603-71-0	4-METHYLCYCLOHEXANEACETIC ACID	25.00 G
660-88-8	5-AMINOVALERIC ACID	25.00 G
6610-29-3	4-METHYL-3-THIOSEMICARBAZIDE	10.00 G
661-54-1	3,3,3-TRIFLUOROPROPYNE	25.00 G
6621-59-6	6-BROMOHEXANENITRILE 95% IRRITANT	5.00 ml
6622-76-0	METHYL TIGLATE	25.00 G
66-22-8	URACIL	5.00 G
66-22-8	URACIL 99+% BRN 606623; EINECS 200-621-9; MERCK: 129985; RTECS Y086500	50.00 g
66228-31-7	(R)-3,3-DIMETHYL-2-BUTYLAMINE 99+% EE 99+%; HIGHLY FLAMMABLE / CORROS1	25.00 g
6622-91-9	4-PYRIDYLACETIC ACID HYDROCHLORIDE 98% IRRITANT	5.00 g
6622-92-0	2,4-DIMETHYL-6-HYDROXYPYRIMIDINE	5.00 G
66-25-1	HEXANAL	100.00 ML
66-25-1	ALDEHYDE C-6 98% ALDEHYDE USED IN WITTIG AND ALDOL REACTIONS; FLAMMABL	100.00 ml
6626-15-9	4-BROMORESORCINOL	5.00 G
6627-93-6	3-AMINO-5-HYDROXY-4-PHENYLAZOPYRAZOLE 98% BRN 958592	5.00 g
6628-00-8	ALLYLCYCLOHEXYLAMINE 98% CORROSIVE	5.00g
6628-77-9	5-AMINO-2-METHOXYPYRIDINE	25.00 G
6628-79-1	BETA-METHYLLEVULINIC ACID >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY AND	5.00 g
	2-BROMOBENZALDEHYDE	

6630-33-4	2-ANILINOPYRIDINE	3.50 G
6633-61-0	METHYL 2-AMINOTHIAZOLE-5-CARBOXYLATE	25.00 G
6635-20-7	5-NITROVANILLIN	5.00 G

6638-60-4	2-AMINO-7-BROMOFLUORENE 95% IRRITANT	1.00 g
6638-79-5	N,O-DIMETHYLHYDROXYLAMINE HYDROCHLORIDE	25.00 G
6638-79-5	N,O-DIMETHYLHYDROXYLAMINE HYDROCHLORIDE 98% HYGROSCOPIC; IRRITANT	100.00 g
6638-79-5	0,N-DIMETHYLHYDROXYLAMINE HYDROCHLORIDE	5.00 G
6639-57-2	1,3-BENZOTHAZOLE-2-CARBALDEHYDE	1.00 G
6640-24-0	1-(3-CHLOROPHENYL)PIPERAZINE 95%	25.00 ml
66416-72-6	4-BROMO-2-1000ANILINE	5.00 g
66493-39-8	BOC-4-ABZ-OH	1.000
66496-82-0	3-CHLOROMETHYL-1-METHYLPIPERIDINE HYDROCHLORIDE 98% IRRITANT	10.00 g
66605-57-0	(S)-(-)-2-(TERT-BUTOXYCARBONYLAMINO)-3-PHENYL-1-PROPANOL 98% 99% EE/GL	10.00 g
66-71-7	1,10-PHENANTHROLINE	5.00 G
667-27-6	ETHYL BROMODIFLUOROACETATE	5.00 G
6674-22-2	1,8-DIAZABICYCLO[5.4.0]UNDEC-7-ENE	500.00
6674-22-2	1,8-DIAZABICYCLO[5.4.0]UNDEC-7-ENE (1,5-5)	50.00 ML
6674-22-2	1,8-DIAZABICYCLO[5.4.0]-7-UNDECENE	25.00 G
6674-22-2	1,8-DIAZABICYCLO[5.4.0]UNDEC-7-ENE 98% CORROSIVE; STRONG HINDERED AMIN	500.00 g
66-77-3	1-NAPHTHALDEHYDE	50.00
668-45-1	2-CHLORO-6-FLUOROBENZONITRILE	10.00 G
66892-34-0	6-FLUORO-4-CHROMANONE	25.00 G
66894-06-2	TRANS-2-NITROCINNAMALDEHYDE	5.00 G
66-99-9	2-NAPHTHALDEHYDE	5.00 G
6702-50-7	METHYL 3-HYDROXY-4-METHOXYBENZOATE	1.00 G
670-80-4	1-MORPHOLINO-1-CYCLOHEXENE 98% BRN: 118696; EC NUMBER: 2115796; IRRITA	25.00 g
670-95-1	4-PHENYLIMIDAZOLE	5.00 G
670-95-1	4-PHENYLIMIDAZOLE 97% IRRITANT	5.00 g
670-96-2	2-PHENYLIMIDAZOLE	25.00 G
670-96-2	2-PHENYLIMIDAZOLE 98% IRRITANT	25.00 g
6711-48-4	3,3'-IMINOBIS(N,N-DIMETHYLPROPYLAMINE) 97% CORROSIVE; TOXIC	100.00 ml
67191-93-9	5-FLUORO-2-METHYLPHENYL ISOCYANATE	1.00 G
672-13-9	2-HYDROXY-5-METHOXYBENZALDEHYDE	5.00 G
6728-26-3	TRANS-2-HEXENAL	25.00 G
67292-34-6	[1,1'-BIS(DIPHENYLPHOSPHINO)FERROCENE]DICHLORONICKEL(11)	1.00 G
673-22-3	2-HYDROXY-4-METHOXYBENZALDEHYDE	5.00 G
67330-62-5	3-CHLORO-2,6-DIETHYLANILINE 99% IRRITANT; LIGHT-SENSITIVE	25.00 g
67-36-7	4-PHENOXYBENZALDEHYDE	5.00 G
6737-42-4	1,3-BIS(DIPHENYLPHOSPHINO)PROPANE	10.00 G
6737-42-4	1,3-BIS(DIPHENYLPHOSPHINO)PROPANE 97% BRN: 2821785; EC NUMBER: 2297912	1.00 g
67385-09-5	2-(BOC-AMINO)ETHANETHIOL	25.00 ML
67385-09-5	TERT-BUTYL N-(2-MERCAPTOETHYL)CARBAMATE 97% IRRITANT	5.00 ml
67442-07-3	2-CHLORO-N-METHOXY-N-METHYLACETAMIDE	25.00 G
67-47-0	5-HYDROXYMETHYL-2-FURALDEHYDE >95% ASSAY METHOD: BY GAS CHROMATOGRAPHY	1.00 g
67-47-0	5-(HYDROXYMETHYL)FURFURAL	5.00 G
67-47-0	5-HYDROXYMETHYL-2-FURALDEHYDE	5.00 G
67492-50-6	3,5-DICHLOROPHENYLBORONIC ACID	25.00 G
67515-56-4	4-FLUORO-3-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 98% CORROSIVE	1.00 g
67515-59-7	4-FLUORO-3-(TRIFLUOROMETHYL)BENZONITRILE	5.00 G
67515-60-0	4-FLUORO-3-(TRIFLUOROMETHYL)BENZALDEHYDE	5.00 G
67515-74-6	4-FLUORO.3-(TRIFLUOROMETHYL)BENZYLAMINE	5.00 G
67-51-6	3,5-DIMETHYLPYRAZOLE	100.00 G
67-51-6	3,5-DIMETHYLPYRAZOLE 99% ALSO USED TO PREPARE N-1-SUBSTITUTED DERIVATI	100.00 g
675-20-7	DELTA-VALEROLACTAM	5.00 G
67-52-7	BARBITURIC ACID	100.00 G
67-56-1	METHYL ALCOHOL	1.00 L
67-56-1	METHANOL =>99.5% ABSOLUTE; BRN: 1098229; CONTAINS TRACES OF ALKALI MET	250.00 ml
67-56-1	METHANOL 99.9% ANHYDROUS; DANGER: FLAMMABLE, CAUSES BLINDNESS, NARCOSI	1.00 I
67567-26-4	4-BROMO-2,6-DIFLUOROANILINE	5.00 G
67-63-0	2-PROPANOL	1.00 L
67-63-0	2-PROPANOL 99.5% 100ML, 1L AND 2L IN SURE/SEAL(TM) BOTTLES, 18L IN KIL	1.00 I
67-63-0	2-PROPANOL =>99.5% OVER MOLECULAR SIEVE (H2O <=0.005%); PURISS; ABSOLU	250.00 ml
67-64-1	ACETONE 99.9+% 10 L AVAILABLE ONLY IN KIT; 18L IN PURE-PAC(TM) STAINLE	1.00 I
67-64-1	ACETONE	1.00 L
67-64-1	ACETONE =>99.5% ABSOLUTE; BRN: 635680; EC NUMBER: 2006622; PURISS PA A	1.00 I
676-58-4	METHYLMAGNESIUM CHLORIDE	100.00 ML
67-66-3	CHLOROFORM	100.00 ML
67-66-3	CHLOROFORM 99+% 100ML, 1L_ AND 2L IN SURE/SEAL(TM) BOTTLES, 18L IN KILO	100.00 ml
67-68-5	METHYL SULFOXIDE	1.00 L

67-68-5	METHYL SULFOXIDE 99.9% EVAPN RESIDUE <0.0005%; HPLC GRADE; HYGROSCOPIC	1.00 I
67-68-5	METHYL SULFOXIDE 99.8% ANHYDROUS; CYLINDER-OUTLET VALVE OR TRANSFER LI	100.00 ml
67-68-5	METHYLSULFOXIDE =>99.8% ANHYDROUS; APPEARANCE: CLEAR LIQUID, FREE FROM	1.00 I

67-71-0	METHYL SULFONE	100.00 G
67-72-1	HEXACHLOROETHANE	100.00 G
677-22-5	TERT-BUTYLMAGNESIUM CHLORIDE	100.00 ML
67748-61-2	BENZOTHAZOLE-2-CARBONYL CHLORIDE CORROSIVE / MOISTURE SENSITIVE; UN	250.00 mg
677-69-0	PERFLUOROISOPROPYL IODIDE	25.00 G
67952-93-6	3-CHLORO-4-METHYLBENZYLAMINE	1.00 G
67963-68-2	(4-BROMOPHOXY)-TERT-BUTYLDIMETHYLSILANE 97% FLAMMABLE LIQUID; MOISTU	25.00 ml
67966-25-0	KS-SELECTRIDE(R)	100.00 ML
67969-82-8	FLUOROBORIC ACID DIETHYL ETHER COMPLEX	100.00 ML
67990-66-3	N-(2-AMINO-4-CHLOROPHENYL)ANTHRANILIC ACID	25.00 G
680-15-9	METHYL 2,2-DIFLUORO-2-(FLUOROSULFONYL)ACETATE	5.00 G
6802-75-1	DIETHYL ISOPROPYLIDENEMALONATE	25.00 G
680-31-9	HEXAMETHYLPHOSPHORAMIDE	100.00 G
68076-36-8	N-(4-AMINOBTYL)CARBAMIC ACID TERT-BUTYL ESTER >97% ASSAY METHOD: BY G	1.00 g
68104-62-1	1-(4-BROMPHENYL)-PIPERAZINE, HCL 98%	5.00 g
68104-63-2	1-(4-CYANOPHENYL)PIPERAZINE	0.00
68-11-1	MERCAPTOACETIC ACID	500.00
68-12-2	N,N-DIMETHYLFORMAMIDE 99.8% 100ML, 1L AND 2L IN SURE/SEAL(TM) BOTTLES,	1.00 I
68-12-2	N,N-DIMETHYLFORMAMIDE =>99.8% ANHYDROUS; APPEARANCE: CLEAR LIQUID, FREE	1.00 I
68-12-2	14,N-DIMETHYLFORMAMIDE =>99.5% ABSOLUTE; BRN: 605365; EC NUMBER: 200679	750.00 ml
68-12-2	14,N-DIMETHYLFORMAMIDE 99.9+% CANCER SUSPECT AGENT; EVAPN RESIDUE <0.00	2.00 I
68162-47-0	4-BROMOMETHYLPHENYLBORONIC ACID 95%	5.00 g
68162-47-0	4-BROMOMETHYLPHENYLBORONIC ACID	1.00 G
68-22-4	NORETHINDRONE	250.00 MG
6825-20-3	3,6-DIBROMOCARBAZOLE 97% IRRITANT	5.00 g
68282-53-1	4-METHYL-5-IMIDAZOLECARBOXALDEHYDE 99% IRRITANT	5.00 g
6830-82-6	N-METHYL-2-PHENYLACETAMIDE	25.00 G
68337-15-5	4-(1,2,4-TRIAZOL-1-YL)PHENOL	5.00 G
68337-15-5	4-(1,2,4-TRIAZOL-1-YL)PHENOL 98% IRRITANT	5.00 g
683-57-8	2-BROMOACETAMIDE	25.00 G
68-35-9	SULFADIAZINE 99% EC NUMBER: 2006858; IRRITANT; RTECS: WP1925000	5.00 g
68478-92-2	PLATINUM(0)-1,3-DIVINYL-1,1,3,3-TETRAMETHYLDISILOXANE COMPLEX FLAMMAB	5.00 g
6850-38-0	2-AMINOCYCLOHEXANOL >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PU	25.00 g
6850-57-3	2-METHOXYBENZYLAMINE	5.00 G
6851-99-6	2-BROMO-2'-NITROACETOPHENONE 99% CORROSIVE; LACHRYMATOR	1.00 g
6853-57-2	4-N-PENTYLBENZALDEHYDE	5.00
6859-99-0	3-HYDROXYPIPERIDINE	10.00 G
6859-99-0	3-HYDROXYPIPERIDINE AVAILABLE IN USA AND EUROPE; EINECS 229-957-4	10.00 g
68703-51-5	5-0-TERT-BUTYLDIMETHYLSILYL-2,3-0-ISOPROPYLIDENE-ALPHA,BETA-D-RIBOFURA	1.00 g
68858-20-8	FMOC-VAL-OH	25.00 G
68867-14-1	2-METHYL-5-BENZOTHAZOLOL 97% IRRITANT	5.00 g
688-73-3	TRIBUTYLTIN HYDRIDE	50.00 G
688-73-3	TRI-N-BUTYLTIN HYDRIDE	50.00 G
688-73-3	TRIBUTYLTIN HYDRIDE 97% 500 AND 500G UNITS PACKAGED UNDER NITROGEN IN	50.00 g
688-74-4	TRIBUTYL BORATE 99% IRRITANT; MOISTURE-SENSITIVE; PACKAGED UNDER NITRO	90.00 g
68929-05-5	DEUTEROPORPHYRIN IX DIHYDROCHLORIDE	100.00 MG
6893-26-1	D-GLUTAMIC ACID	25.00 G
68-95-1	N-ACETYL-L-PROLINE 99% BRN 83200; EINECS 200-698-9; KEEP COLD	1.00 g
68957-94-8	1-PROPANEPHOSPHONIC ACID CYCLIC ANHYDRIDE	50.00 ML
69011-20-7	DOWEX(R) 50WX8-200 ION-EXCHANGE RESIN	100.00 G
69011-20-7	DOWEX(R) 50WX8-400 ION-EXCHANGE RESIN	500.00
69088-96-6	4-(3-AMINOPHENYL)-2-METHYL-3-BUTYN-2-OL	5.00
69-09-0	CHLORPROMAZINE HYDROCHLORIDE	5.00 G
6914-76-7	1-METHYLCYCLOPROPANECARBOXYLIC ACID	5.00 G
69154-03-6	(+/-)-3-AMINO-HOMOPIPERIDINE	1.00 G
6919-61-5	N-METHOXY-N-METHYLBENZAMIDE 98%	5.00 g
6921-34-2	BENZYLMAGNESIUM CHLORIDE	100.00 ML
6925-00-4	6-QUINOXALINECARBOXYLIC ACID	1.00 G
69304-37-6	1,3-DICHLORO-1,1,3,3-TETRAISOPROPYLDISILOXANE	5.00 G
693-04-9	BUTYLMAGNESIUM CHLORIDE	100.00 ML
693-04-9	BUTYLMAGNESIUM CHLORIDE 2.0 M SOLUTION IN TETRAHYDROFURAN; BRN: 35872	100.00 ml
693-05-0	N-METHYL-BETA-ALANINENITRILE	5.00 G
693-05-0	N-METHYL-BETA-ALANINENITRILE 98% IRRITANT	5.00 g
693-07-2	2-CHLOROETHYL ETHYL SULFIDE 98% CORROSIVE; TOXIC	5.00 g
693-13-0	1,3-DIISOPROPYLCARBODIIMIDE	5.00
69342-47-8	4-BUTYLPHENYLISOCYANATE	5.00 ML
69342-47-8	4-BUTYLPHENYLISOCYANATE 98% BRN 200850; HAPMEH / IRRITANT / LACHRY	

69342-47-8	4-N-BUTYLBENZYL ISOCYANATE 98% BRN 590859, HARMFUL / IRRITANT / LACRIM	5.00 g
69335-27-9	2-BENZYLAMINOPYRIDINE 98% IRRITANT	50.00 g
6937-16-2	ETHYL 4-AMINOBUTYRATE HYDROCHLORIDE	5.00 G

6937-34-4	3-10DOPHTHALIC ACID	1.00 G
69385-30-4	2,6-DIFLUOROBENZYLAMINE	1.00 G
69385-30-4	2,6-DIFLUOROBENZYLAMINE 97% CORROSIVE	5.00 g
6938-68-7	2-METHYL-3-THIOSEMICARBAZIDE	1.00 G
693-95-8	4-METHYLTHIAZOLE	25.00 G
693-98-1	2-METHYLIMIDAZOLE	100.00 G
693-98-1	2-METHYLIMIDAZOLE 99% BRN: 1368; CORROSIVE; EC NUMBER: 2117657; RTECS:	100.00 g
69399-79-7	3-(2-CHLORO-6-FLUOROPHENYL)-5-METHYLISOXAZOLE-4-CARBONYL CHLORIDE COR	10.00 g
69411-68-3	4-AMINO-2-FLUOROBENZOTRIFLUORIDE	5.00 G
6941-75-9	4-BROMOPHTHALIMIDE	5.00 G
694-28-0	2-CHLOROCYCLOPENTANONE	5.00 G
694-53-1	PHENYLSILANE	1.00 G
694-53-1	PHENYLSILANE >97% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PURE; PAC	5.00 ml
69460-11-3	(1R,2R,3R,5S)-(-)-ISOPINOCAMPHEYLAMINE 98% IRRITANT	5.00 g
69478-75-7	3-(DIMETHYLAMINO)PYRROLIDINE >98% ASSAY METHOD: BY TITRIMETRIC ANALYST	10.00 g
6947-94-0	2-METHYLFURAN-3-CARBOXYLIC ACID	5.00 G
694-80-4	1-BROMO-2-CHLOROBENZENE	25.00 ML
694-80-4	2-BROMOCHLOROBENZENE	10.00 G
694-83-7	1,2-DIAMINOCYCLOHEXANE	50.00 ML
695-34-1	2-AMINO-4-METHYLPYRIDINE 98+% BRN 107066; EINECS 211-780-9; MERCK: 124	100.00 g
695-34-1	2-AMINO-4-PICOLINE 99% HIGHLY TOXIC; IRRITANT	100.00 g
6959-47-3	2-PICOLYL CHLORIDE HYDROCHLORIDE	25.00 G
6959-48-4	3-CHLOROMETHYLPYRIDINE HYDROCHLORIDE 98% HYGROSCOPIC; SEVERE IRRITANT;	5.00 g
6959-48-4	3-PICOLYL CHLORIDE HYDROCHLORIDE 96% CANCER SUSPECT AGENT; TOXIC	25.00 g
695-96-5	2-BROMO-4-CHLOROPHENOL	25.00 G
695-96-5	2-BROMO-4-CHLOROPHENOL 98+% BRN 2042871; EINECS 211-785-6; IRRITANT	25.00 g
6959-66-6	2-MERCAPTO-4-METHYLPYRIMIDINE HYDROCHLORIDE 99%	100.00 g
6959-66-6	2-MERCAPTO-4-METHYLPYRIMIDINE HYDROCHLORIDE	113.00 G
696-07-1	5-IODOURACIL	500.00 G
69610-40-8	(S)-(-)-1-(TERT-BUTOXYCARBONYL)-2-PYRROLIDINEMETHANOL 98% BRN: 3542667	5.00 g
6961-82-6	2-CHLOROBENZENESULPHONAMIDE 98% BRN 2937540; EINECS 230-156-7; TSCA LI	1.00 g
696-41-3	3-IODOBENZALDEHYDE	5.00 G
696-44-6	N-METHYL-M-TOLUIDINE >99% ASSAY METHOD: BY GC; LIGHT-SENSITIVE; TOXIC	500.00 ml
696-44-6	N-METHYL-M-TOLUIDINE	25.00 ML
69-65-8	D-MANNITOL	
696-62-8	4-10DOANISOLE 99% BRN: 1906692; EC NUMBER: 2117987; IRRITANT; LIGHT-SE	25.00 g
696-63-9	4-METHOXYBENZENETHIOL	5.00 G
696-63-9	4-METHOXYBENZENETHIOL 97% BRN: 1446910; EC NUMBER: 2117992; IRRITANT;	5.00 g
6967-12-0	6-AMINOINDAZOLE	5.00 G
6967-12-0	6-AMINOINDAZOLE 98% IRRITANT	5.00 g
6968-16-7	DL-THREITOL 97% IRRITANT	5.00 g
6968-24-7	2,6-DIBROMO-4-METHYLANILINE 99% IRRITANT	25.00 g
6968-76-9	1-(3-METHOXYPHENYL)PIPERAZINE DIHYDROCHLORIDE 98%	25.00 g
69687-80-5	METHYL 2,5-DIMETHYLPYRROLE-3-CARBOXYLATE	1.00 G
6971-51-3	3-METHOXYBENZYL ALCOHOL	5.00 G
697-37-0	1-(1-PROPYNYL)CYCLOHEXANOL	50.00 G
69739-34-0	TERT-BUTYLDIMETHYLSILYL TRIFLUOROMETHANESULFONATE	5.00 G
69739-34-0	TERT-BUTYLDIMETHYLSILYL TRIFLUOROMETHANESULFONATE 98% C-SILYLATES THIA	5.00 g
697-64-3	(R)-(-)-1-INDANOL	250.00 MG
69770-20-3	3-(4-CHLOROPHENOXY)BENZALDEHYDE	2.00 G
697-82-5	2,3,5-TRIMETHYLPHENOL 98+% BRN 2042210; CORROSIVE; EINECS 211-806-9; U	25.00 g
697-88-1	4-BROMO-2,6-DICHLOROANILINE	100.00 G
69816-37-1	AMINOACETAMIDINE DIHYDROBROMIDE IRRITANT	1.00 g
698-67-9	4-BROMOBENZAMIDE	10.00 G
698-90-8	CYCLOHEXYLUREA	25.00 G
69-89-6	XANTHINE	25.00
699-02-5	4-METHYLPHENETHYL ALCOHOL	5.00 G
6994-25-8	3-AMINO-4-CARBETHOXYPIRAZOLE	5.00 G
6994-25-8	ETHYL 3-AMINO-4-PYRAZOLECARBOXYLATE	5.00 G
69954-66-1	4-(DIMETHYLAMINO)BUTYRIC ACID HYDROCHLORIDE 98% IRRITANT	5.00 g
6996-92-5	BENZESELENINIC ACID	1.00 G
700-17-4	2,3,5,6-TETRAFLUROANILINE	100.00 G
700-37-8	4-CHLORO-2-FLUORONITROBENZENE	5.00 g
700-44-7	2-HYDROXY-6-METHOXYBENZALDEHYDE	1.00
7005-47-2	2-DIMETHYLAMINO-2-METHYL-1-PROPANOL >95% ASSAY METHOD: BY GAS CHROMATO	25.00 g
7006-52-2	3-CHLORO-N-METHYLANILINE	5.00 G

700-87-8	2-METHOXYPHENYL ISOCYANATE	5.00 G
700-96-9	3,4-DIMETHOXYTHIOPHENOL 98% AIR-SENSITIVE; STENCH	5.00g
70-11-1	PHENACYL BROMIDE	25.00 G
70-11-1	2-BROMOACETOPHENONE	100.00 G

70131-50-9	MONTMORILLONITE K10	100.00 G
701-34-8	4-BROMOBENZENESULPHONAMIDE	5.00 G
701-58-6	5,5-DIMETHYL-3-(METHYLAMINO)-2-CYCLOHEXEN-1-ONE 99% IRRITANT	1.00g
701-58-6	5,5-DIMETHYL-3-(METHYLAMINO)-2-CYCLOHEXEN-1-ONE	1.00 G
701-70-2	ALPHA-ETHYLPHENETHYL ALCOHOL 97% OPTICAL ROTATION: (ALPHA)22 0 DEG (NE	10.00 g
701-70-2	ALPHA-ETHYLPHENETHYL ALCOHOL	10.00 G
70-18-8	GLUTATHIONE, REDUCED	1.00 G
70-18-8	GLUTATHIONE, REDUCED 98% BIOLOGICAL ANTIOXIDANT THAT HAS BEEN USED WIT	1.00 g
70197-13-6	METHYLTRIOXORHENIUM(VII)	100.00 MG
70197-13-6	METHYLTRIOXORHENIUM(VII) POTENT CATALYTIC OXIDANT FOR CONVERTING ALKE	100.00 mg
701-99-5	PHENOXYACETYL CHLORIDE	10.000
701-99-5	PHENOXYACETYL CHLORIDE 98% BRN: 607585; CORROSIVE; EC NUMBER: 2118624;	10.00 g
702-03-4	3-(CYCLOHEXYLAMINO)PROPIONITRILE 98% A 10% DISCOUNT IS APPLIED TO ANY	25.00 g
7022-45-9	2-(METHYLTHIO)BENZALDEHYDE	5.00 G
70-23-5	ETHYL BROMOPYRUVATE 90% BRN: 1760158; EC NUMBER: 2007296; IRRITANT; TE	100.00 g
70258-18-3	2-CHLORO-5-(CHLOROMETHYL)PYRIDINE	25.00 G
70288-86-7	IVERMECTIN	1.00 G
7031-23-4	3-METHYLTHIOPROPIONYL CHLORIDE >98.0% ALTERNATE LOCANT(S) OR STEREODES	25.00 ml
7031-23-4	3-METHYLTHIOPROPIONYL CHLORIDE CORROSIVE; HARMFUL; STENCH	25.00 ml
7031-27-8	(PHENYLTHIO)ACETYL CHLORIDE 97% CORROSIVE	5.00 g
703-23-1	2'-HYDROXY-6'-METHOXYACETOPHENONE	1.00 G
703-80-0	3-ACETYLDINDOLE 97%	5.00 g
704-13-2	3-HYDROXY-4-NITROBENZALDEHYDE	10.00 G
70-49-5	MERCAPTOSUCCINIC ACID	100.00 G
7051-34-5	CYCLOPROPYLMETHYL BROMIDE LIQUID	50.00 g
7051-34-5	CYCLOPROPYLMETHYL BROMIDE	5.00 G
7051-34-5	(BROMOMETHYL)CYCLOPROPANE 97% IRRITANT	1.00 g
7051-34-5	(BROMOMETHYL)CYCLOPROPANE	5.00 G
70523-24-9	2,4-BIS(BENZYLOXY)PYRIMIDINE-5-BORONIC ACID	1.00 G
70-55-3	P-TOLUENESULPHONAMIDE	250.00 G
70-55-3	P-TOLUENESULFONAMIDE 98% BRN: 472689; EC NUMBER: 2007411; RTECS: XT507	250.00 g
70-55-3	P-TOLUENESULFONAMIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; EXTRA	25.00 g
706-03-6	3-(BENZYLAMINO)PROPIONITRILE	25.00 G
706-03-6	3-(BENZYLAMINO)PROPIONITRILE 97% IRRITANT	25.00 g
706-27-4	4-(TRIFLUOROMETHOXY)TOLUENE	250.00 MG
70644-47-2	2-BENZYLAMINO-6-METHYLPYRIDINE 99% IRRITANT	5.00g
7065-46-5	TERT-BUTYLACETYL CHLORIDE	25.00 G
7071-83-2	9-FLUORENONE-4-CARBONYL CHLORIDE 97% CORROSIVE; MAY CONTAIN UP TO 2% D	10.
7071-83-2	9-FLUORENONE-4-CARBONYL CHLORIDE	10.00 G
7073-94-1	1-BROMO-2-ISOPROPYLBENZENE	5.00
7080-50-4	CHLORAMINE-T TRIHYDRATE	1.00 KG
7080-50-4	CHLORAMINE-T	1.000
7080-50-4	CHLORAMINE-T TRIHYDRATE 98% ACS REAGENT; ASSAY: 98.0-103.0%; BRN: 3924	100.00 g
70849-60-4	1-(O-TOLYL)PIPERAZINE HYDROCHLORIDE 97% IRRITANT	5.00 g
7085-85-0	ETHYL 2-CYANOACRYLATE	10.00
7087-68-5	N-ETHYLDIISOPROPYLAMINE	1.00 L
7087-68-5	N-ETHYLDIISOPROPYLAMINE ORIGINAL CATALOG NUMBER: AAA11801-AP; VENDOR	500.00 ml
7087-68-5	N-ETHYLDIISOPROPYLAMINE 99% EINECS 230-392-0; HAS BEEN RECOMMENDED AS	500.00 ml
7087-68-5	N,N-DIISOPROPYLETHYLAMINE 99% PROTON SCAVENGER USED IN PEPTIDE COUPLIN	100.00 ml
7087-68-5	N,N-DIISOPROPYLETHYLAMINE	500.00 ML
70912-54-8	2,2-DIMETHYL-5-(2-HEXANYDROAZEPINYLDENE)-1,3-DIOXAN-4,6-DIONE 97%	10.00g
70955-01-0	MOLECULAR SIEVES PACK 4A	25.00 G
70955-01-0	MOLECULAR SIEVES	25.00 G
70955-01-0	MOLECULAR SIEVE, TYPE 4A 4A, POWDER; HYGROSCOPIC; IRRITANT	250.00 g
70955-01-0	MOLECULAR SIEVES 4A, POWDER, <5 MICRON, ACTIVATED	500.00 g
711-33-1	4'-(TRIFLUOROMETHYL)PROPIOPHENONE	5.00 G
7120-43-6	5-CHLORO-2-HYDROXYBENZAMIDE 95% IRRITANT	5.00 g
71209-71-7	4'-TERT-BUTYLPROPIOPHENONE	25.00 ML
71-23-8	1-PROPANOL 99.5+% ACS REAGENT; CARBONYL COMPDS <=0.03%; CH3CH2OH <=0.0	1.00 I
71-23-8	1-PROPANOL	1.00 L
71-23-8	1-PROPANOL 99.5+% ACS REAGENT; BRN: 1098242; CARBONYL COMPDS <=0.03%;	1.00 I
713-52-0	METHYL 3-HYDROXY-4-NITROBENZOATE	5.00
71-36-3	1-BUTANOL 99.4+% ACS REAGENT; ALDEHYDES: TO PASS; BUTYL ETHER <=0.2%;	1.00 I
713-68-8	3-PHENOXYPHENOL	5.00 G
71-41-0	1-PENTANOL 98+% BRN 1730975; EINECS 200-752-1; FLAMMABLE / HARMFUL; ME	100.00 ml
71-41-0	PENTANOL	250.00 ML

71-43-2	BENZENE	
71-43-2	BENZENE 99% EINECS 200-753-7; HIGHLY FLAMMABLE / CARCINOGEN; MERCK: 12	500.00 ML
71-43-2	BENZENE 99.8% 100ML, IL, AND 2L UNITS PACKAGED UNDER NITROGEN IN SURE/	1.00 I
71-43-2	BENZENE =>99.5% ABSOLUTE; BRN: 969212; EC NUMBER: 2007537; FLPT -11 DE	250.00 ML

71-43-2	BENZENE 99% EINECS 200-753-7; HIGHLY FLAMMABLE / CARCINOGEN; RTECS CY1	500.00 ml
7144-05-0	4-(AMINOMETHYL)PIPERIDINE 99% BRN 471185; CORROSIVE; EINECS 230-446-3;	5.00 g
71-48-7	COBALT(II) ACETATE	1.00 G
71-48-7	COBALT(II) ACETATE 99.995% CANCER SUSPECT AGENT; H2O <=5%; MUTAGEN	1.00 g
7148-74-5	2-BROMOPROPIONYL CHLORIDE CORROSIVE; LACHRYMATOR; TECH	10.00 g
7149-75-9	4-CHLORO-3-METHYLANILINE 98% BRN 636522; HARMFUL; UN 2239	1.00 g
7153-66-4	CIS-4-CHLORO-2-BUTENYLAMINE HYDROCHLORIDE	10.00 G
7154-66-7	2-BROMOBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	10.00 g
7154-73-6	1-(2-AMINOETHYL)PYRROLIDINE	1.00 G
7154-73-6	N-(2-AMINOETHYL)PYRROLIDINE	25.00 G
71-55-6	1,1,1-TRICHLOROETHANE	100.00 ML
71574-33-9	2-AMINO-4,5-DIMETHYLTHIAZOLE HYDROCHLORIDE	10.00 G
71597-85-8	4-HYDROXYPHENYLBORONIC ACID AVAILABLE IN USA AND EUROPE	1.00 g
71-63-6	DIGITOXIN	1.00 G
71-63-6	DIGITOXIN 97% HIGHLY TOXIC	10.00 g
71637-34-8	3-THIOPHENEMETHANOL	5.00 G
71758-10-6	2-ETHYL-6-SEC-BUTYLANILINE >96% ASSAY METHOD: BY GC	5.00 ml
7175-81-7	(S)(+)-TETRAHYDROFURFURYLAMINE 99% IRRITANT	1.00 g
7188-38-7	TERT-BUTYL ISOCYANIDE	0.00 GR
71-91-0	TETRAETHYLAMMONIUM BROMIDE	50.00 G
71924-62-4	6-FLUOROVERATRALDEHYDE	5.00 G
71985-80-3	1-METHYL-PIPERIDINE-4-CARBOXYLIC ACID, HCL 98%	100.00 g
71 989-1 4-5	FMOC-ASP(OTBU)-OH	5.00 G
71989-14-5	FMOC-ASP(OBUT)-OH	100.00 G
71989-18-9	FMOC-GLU(OBUT)-OH	25.00 G
71989-20-3	FMOC-GLN-OH	25.00 G
71989-26-9	N-ALPHA-FMOC-N-EPSILON-BOC-L-LYSINE	25.00 G
71989-26-9	FMOC-LYS(BOC)-OH	25.00 G
71 989-2 8-1	FMOC-MET-OH	5.00 g
71989-38-3	FMOC-O-TERT-BUTYL-L-TYROSINE	1.000
71989-38-3	N-(9-FLUORENYLMETHOXYCARBONYL)-O-TERT-BUTYL-L-TYROSINE	1.00 G
720-01-4	ETHYL 4-CHLORO-2-(TRIFLUOROMETHYL)PYRIMIDINE-5-CARBOXYLATE	1.00 G
7202-43-9	(R)(-)-TETRAHYDROFURFURYLAMINE 99% IRRITANT	1.00 g
7204-48-0	TERT-BUTYLTHIOUREA	5.00G
7205-98-3	CHLOROMETHYL PHENYL SULFONE	25.00 G
72065-23-7	N-ACRYLOYLSARCOSINE METHYL ESTER	2.00 G
7210-76-6	ETHYL 2-AMINO-4-METHYLTHIAZOLE-5-CARBOXYLATE	25.00 G
72-14-0	N1-(2-THIAZOLYL)SULFANILAMIDE 98% BRN: 226178; EC NUMBER: 2007715; IRR	100.00 g
7216-42-4	4-PYRIDINECARBOXALDEHYDE N-OXIDE	1.00 G
7217-59-6	2-METHOXYBENZENETHIOL 97% IRRITANT; STENCH	10.00 g
72235-52-0	2,4-DIFLUOROBENZYLAMINE	5.00 G
72235-53-1	3,4-DIFLUOROBENZYLAMINE	5.00 G
7226-23-5	1,3-DIMETHYL-3,4,5,6-TETRAHYDRO-2(1 H _y)PYRIMIDINONE	100.00 G
7226-23-5	1,3-DIMETHYL-3,4,5,6-TETRAHYDRO-2(1H)-PYRIMIDINONE	250.00 ML
7228-47-9	1-(2-NAPHTHYL)ETHANOL 97% BRN 1907449; EINECS 230-630-3	10.00 g
72287-26-4	DICHLOROMV-BIS(DIPHENYLPHOSPHINO)FERROCENETALLADIUMOODICHLOROMETHANE ADDUCT	1.00 G
72287-26-4	[1,1'-BIS(DIPHENYLPHOSPHINO)FERROCENEPICHLOROPALLADIUM(II), COMPLEX WITH DICHLOROMETHANE (1:1)	1.00 G
72287-26-4	[1, 1'-BIS(DIPHENYLPHOSPHINO)FERROCENEI-DICHLOROPALLADIUM(II)	1.00 G
72287-26-4	DICHLORO [1,1'-BIS (DIPHENYLPHOSPHINO) FERROCENEI PALLADIUM II DICHLOROMETHANE ADDUCT	1.00 G
72287-26-4	fl,1'-BIS(DIPHENYLPHOSPHINO)FERROCENEJDICHLOROPALLADIUM(II)	5.00 G
72287-26-4	1,1'-BIS(DIPHENYLPHOSPHINO)FERROCENE PALLADIUM (II) CHLORIDE	1.00 G
72287-26-4	DICHLOROD X-BIS(DIPHENYLPHOSPHINO)FERROCENEJPALLADIUM (II) DICHLOROMETHANE ADDUCT	1.00 G
72287-26-4	1X-BIS(DIPHENYLPHOSPHINO)FERROCENE PALLADIUM (II) CHLORIDE, COMPLEX WITH DICHLOROMETHANE (1:1)	5.00 G
722-92-9	4-(HEXAFLUORO-2-HYDROXYISOPROPYL)-ANILINE	200.00
722-92-9	2-(4-AMINOPHENYL)-1,1,1,3,3,3-HEXAFLUORO-2-PROPANOL	5.00 G
723-46-6	SULFAMETHOXAZOLE EC NUMBER: 2119633; RTECS: WP0700000	10.00 g
72-40-2	4-AMINO-5-IMIDAZOLECARBOXAMIDE HYDROCHLORIDE	1.00 G
72-43-5	METHOXYCHLOR	5.00
72482-64-5	2,4-DIFLUOROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	25.00 g
72505-21-6	4-(TRIFLUOROMETHYL)THIOBENZAMIDE 98% TOXIC	5.00 g
7250-67-1	1-(2-CHLOROETHYL)PYRROLIDINE HYDROCHLORIDE 98%	25.00 g
7251-61-8	2-METHYLOUANINE	25.000
	2-METHYLOUANINE DIMETHYL ACETAL 97% IRRITANT· STABILIZED WITH 0.2% K	

7252-83-7	BROMOACETALDEHYDE DIMETHYL ACETAL 97% MINIMUM, STABILIZED WITH 0.2% B	5.00 g
7255-59-9	2,2-131S(4-CHLOROPHENYL)-1,1-DICHLOROETHYLENE	5.00 g
72597-34-3	(1R)-10-CAMPHORSULFONAMIDE 97% SIGN OF OPTICAL ROTATION VARIES WITH SO	1.00 g

72707-66-5	2-(BROMOMETHYL)ACRYLIC ACID	10.00 G
7283-96-7	5-CHLORO-2-THIOPHENECARBOXALDEHYDE	1.00 G
728-87-0	4,4'-DIMETHOXYBENZHYDROL	10.00 G
728-87-0	4,4'-DIMETHOXYBENZHYDROL 98+%	10.00 g
7291-22-7	PYRIDINE-D5 100.0 ATOM % D; BRN: 114377; EC NUMBER: 2307202; FLAMMABL	1.00 g
7293-45-0	4-AMINO-P-TERPHENYL IRRITANT	1.00 g
7298-84-2	LEU-ALA	1.000
729-99-7	N1-(4,5-DIMETHYL-2-OXAZOLYL)-SULFANILAMIDE MIN 80% EC NUMBER: 2119827;	25.00 g
73025-69-1	H-D-BETA-PHE(4-01-1)-OH	5.00 G
73033-58-6	5-CHLORO-2-NITROBENZYL ALCOHOL	10.00 G
7305-71-7	2-AMINO-5-METHYLTHIAZOLE	5.00 G
7306-68-5	6-CHLORO-9-(TETRAHYDRO-2-PYRANYL)PURINE	1.00
7311-34-4	3,5-DIMETHOXYBENZALDEHYDE	10.00 G
7311-63-9	5-BROMO-2-THIOPHENECARBOXYLIC ACID	5.00 G
7314-44-5	2,4-DIMETHOXYBENZYL ALCOHOL	25.000
7314-44-5	2,4-DIMETHOXYBENZYL ALCOHOL 99%	5.00 g
73183-34-3	BIS(PINACOLATO)DIBORON	5.00 G
73183-34-3	BIS(PINACOLATO)DIBORON 98%	1.00 g
73-24-5	ADENINE	1.00 G
73-24-5	ADENINE 99% TOXIC	5.00 g
7326-19-4	D(+)-PHENYLACTIC ACID 98%	5.00 g
7328-91-8	2,2-DI METHYL-1,3-PROPANEDIAMINE	50.00 G
7328-91-8	2,2-DIMETHYL-1,3-PROPANEDIAMINE >97% ASSAY METHOD: BY GC AND TITRIMETR	25.00 g
73-40-5	GUANINE	10.00 G
7340-90-1	2-METHYL-5-TERT-BUTYLTHIOPHENOL 93% REMAINDER ISOMER	50.00 g
73-48-3	BENDROFLUMETHIAZIDE 98-102% PURITY CALCULATED ON ANHYDROUS BASIS	5.00 g
7355-58-0	N-(2-CHLOROETHYL)ACETAMIDE 98% BRN 1743108; EINECS 230-884-5; IRRITANT	50.00 g
7356-60-7	3-AMIDINOPYRIDINIUM HYDROCHLORIDE 97% HYGROSCOPIC; IRRITANT	5.00 g
7357-70-2	CYANOTHIOACETAMIDE	5.00 G
73579-08-5	1-METHYL-4-(METHYLAMINO)PIPERIDINE	100.00 G
73579-08-5	1-METHYL-4-(METHYLAMINO)PIPERIDINE 96% IRRITANT	100.00 g
73671-79-1	(S)-(+)-1-(1-NAPHTHYL)ETHYL ISOCYANATE 99% 96% EE/GLC; LACHRYMATOR; MO	250.00 mg
73713-79-8	BENZO-2,1,3-THIADIAZOLE-4-SULFONYL CHLORIDE	1.00 G
7377-26-6	TEREPHTHALIC ACID MONOMETHYL ESTER CHLORIDE >95% ASSAY METHOD: BY GC;	25.00 g
7379-35-3	4-CHLOROPYRIDINE HYDROCHLORIDE	100.00 G
7379-35-3	4-CHLOROPYRIDINE HYDROCHLORIDE 99% IRRITANT	25.00 g
7381-30-8	1,2-BIS(TRIMETHYLSILOXY)ETHANE 98% AVAILABLE IN USA AND EUROPE; MOIS	10.00 g
7381-30-8	1,2-BIS(TRIMETHYLSILOXY)ETHANE 98% IRRITANT; MOISTURE-SENSITIVE	10.00 g
73821-95-1	BOC-ASP(OCHX)-OH	25.00 G
738-70-5	TRIMETHOPRIM	5.00 G
73918-56-6	4-BROMOPHENETHYLAMINE	10.00 G
73918-56-6	4-BROMOPHENETHYLAMINE 98% CORROSIVE	10.00 g
73960-07-3	4-(DIFLUOROMETHOXY)BENZALDEHYDE	5.00 G
73991-95-4	(S)-(+)-2,2-DIMETHYL-5-OXO-1,3-DIOXOLANE-4-ACETIC ACID 95%	5.00 g
7400-27-3	TERT-BUTYLHYDRAZINE HYDROCHLORIDE	25.00 G
74-11-3	4-CHLOROBENZOIC ACID 99% IRRITANT	50.00 g
74129-11-6	4-BROMOPYRIDINE HYDROBROMIDE >98% ALTERNATE LOCANT(S) OR STEREODESCRIP	25.00 g
74129-11-6	4-BROMOPYRIDINE HYDROBROMIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSI	25.00 g
7417-18-7	2-METHOXYPHENETHYL ALCOHOL	1.00 G
7418-65-7	4-AMINONICOTINIC ACID	1.00 G
7424-91-1	METHYL 3,3-DIMETHOXYPROPIONATE	25.00 G
7424-91-1	METHYL 3,3-DIMETHOXYPROPIONATE 96% BRN 1561517; EINECS 231-055-0	50.00 g
74370-93-7	2-AMINO-4-TERT-BUTYLTHIAZOLE	1.00 G
7439-89-6	IRON EEC NO: 231-096-4; RTECS NO: NO4565500	50.00 g
7439-89-6	IRON 99.9+% AVAILABILITY MAY BE AFFECTED BY REGULATIONS; POWDER, <10 M	1.00 kg
7439-93-2	LITHIUM	10.00 G
7439-95-4	MAGNESIUM 98% EC NUMBER: 2311046; SUITABLE FOR GRIGNARD REACTIONS; TUR	100.00 g
7439-95-4	MAGNESIUM 99+% EC NUMBER: 2311046; POWDER, -50 MESH	5.00 g
7440-02-0	RANEY(R) NICKEL	100.00 G
7440-16-6	RHODIUM 5% ON ALUMINA; POWDER	1.00 g
7440-23-5	SODIUM 99.95% CORROSIVE; CUBE IN MINERAL OIL; EC NUMBER: 2311329; FLAM	100.00 g
7440-31-5	TIN ATOMIC ABSORPTION STANDARD 99.5+% ACS REAGENT; AS <=1 PPM; CU <=0.	500.00 g
7440-31-5	TIN	100.00 G
7440-44-0	CARBON	1.00 KG
7440-66-6	ZINC 98+% DUST <10 MICRON; FLAMMABLE SOLID; MOISTURE-SENSITIVE	1.00 kg
7440-69-9	BISMUTH	25.00 G

7440-74-6	INDIUM	25.00 G
7446-70-0	ALUMINUM CHLORIDE	100.00
7446-70-0	ALUMINIUM CHLORIDE	25.00 G
7446-70-0	ALUMINUM CHLORIDE 99.99% ANHYDROUS, POWDER; CORROSIVE; EC NUMBER: 2312	25.00 g

7447-40-7	POTASSIUM CHLORIDE 98+% -30 MESH; EC NUMBER: 2312118; RTECS: TS8050000	1.00 kg
7447-40-7	POTASSIUM CHLORIDE	500.00 G
7447-41-8	LITHIUM CHLORIDE	50.00 G
7447-41-8	LITHIUM CHLORIDE 99.9+% ANHYDROUS, BEADS. -10 MESH; EC NUMBER: 2312123	10.00 g
7447-41-8	LITHIUM CHLORIDE =>99.0% ANHYDROUS; EC NUMBER: 2312123; LOSS ON DRYING	500.00 g
7450-57-9	3-AMINO-4-HYDROXYBENZHYDRAZIDE	5.00 G
74542-82-8	1-METHYL-1-(TRIMETHYLSILYL)ALLENE	5.00 G
7463-31-2	3'-ACETAMIDOACETOPHENONE	25.00 G
7468-67-9	2-CYANOBENZALDEHYDE	1.00 G
74772-17-1	3-(1H-PYRROL-I-YL)THIOPHENE-2-CARBOXYLIC ACID	1.00 G
74784-70-6	2-AMINO-5-TRIFLUOROMETHYLPYRIDINE 97%	5.00 g
7484-37-9	(3-PHENYLPROPYL)TRIPHENYLPHOSPHONIUM BROMIDE	50.00
7486-35-3	TRIBUTYL(VINYL)TIN 97% IRRITANT; USEFUL REAGENT FOR THE PREPARATION OF	5.00 g
74879-18-8	(S)-(+)-2-METHYLPIPERAZINE	5.00 G
7487-94-7	MERCURY (II) CHLORIDE	25.00 G
7487-94-7	MERCURY(II) CHLORIDE 99.5+% ACS REAGENT; EC NUMBER: 2312998; FE <=0.00	100.00 g
74-88-4	IODOMETHANE 99% BRN: 969135; EC NUMBER: 2008195; RTECS: PA9450000; STA	100.00 g
74-88-4	METHYL IODIDE 99% ACETOPHENONES AND ACETYLPYRIDINES CAN BE C-ALKYLATED	250.00 g
7488-54-2	RUBIDIUM SULFATE	50.00 G
74-89-5	METHYLAMINE	100.00
74-89-5	METHYLAMINE 2.0 M SOLUTION IN TETRAHYDROFURAN; BRN: 741851; CORROSIVE	100.00 ml
74896-66-5	METHYL 3,5-DIBROMO-4-METHYLBENZOATE	5.00 G
74-95-3	DIBROMOMETHANE	25.00 ML
74-96-4	BROMOETHANE 98% 250 ML AVAILABLE ONLY IN KIT; BRN: 1209224; EC NUMBER:	500.00 g
74974-54-2	2-CHLORO-1,1,1-TRIMETHOXYETHANE	5.00 ML
7498-57-9	2-NAPHTHYLACETONITRILE	25.00 G
75-03-6	IDOETHANE 99% CORROSIVE; MOISTURE-SENSITIVE; STABILIZED WITH COPPER	1,000.00 g
75-03-6	IDOETHANE	100.00 G
75-03-6	IDOETHANE 99% BRN: 505934; CORROSIVE; EC NUMBER: 2008331; MOISTURE-SE	100.00 g
75-05-8	ACETONITRILE =>99.5% ABSOLUTE; OVER MOLECULAR SIEVE (H2O <=0.01%); PUR	2.00 I
75-07-0	ACETALDEHYDE	100.00
75-07-0	ACETALDEHYDE 99.5+% 250 ML AVAILABLE ONLY IN KIT; ACS REAGENT; BRN: 50	100.00 ml
75-07-0	ACETALDEHYDE FCC; NATURAL	100.00 g
75-09-2	DICHLOROMETHANE =>99.5% ABSOLUTE; OVER MOLECULAR SIEVE (H2O <=0.005%);	250.00 ml
75-09-2	DICHLOROMETHANE 99.8% 100ML, 1L AND 2L IN SURE/SEAL(TM) BOTTLES, 18L I	200.00 ml
75-09-2	DICHLOROMETHANE =>99.5% ABSOLUTE; BRN: 1730800; EC NUMBER: 2008389; OV	3.00 I
75-09-2	DICHLOROMETHANE	100.00 ML
75-09-2	DICHLOROMETHANE 99.9% 100ML, 1L, 2L BOTTLES ARE SEALED FOR QUALITY(TM)	1.00 I
75-11-6	DI IODOMETHANE	100.00 G
75-11-6	DI IODOMETHANE 99% ALLYLIC BROMIDES ARE CONVERTED TO HOMOALLYLIC IODIDE	25.00 g
75-15-0	CARBON DISULFIDE 98.5% AVAILABLE IN USA AND EUROPE; BENZENE: MAX 0.002	25.00 ml
75-16-1	METHYLMAGNESIUM BROMIDE	100.00 ML
75-16-1	METHYLMAGNESIUM BROMIDE 1.4 M SOLUTION IN TOLUENE/TETRAHYDROFURAN (75	100.00 ml
7517-19-3	L-LEUCINE METHYL ESTER HYDROCHLORIDE	25.00 G
75-18-3	METHYL SULFIDE	100.00 ML
75-21-8	ETHYLENE OXIDE	227.00 G
7522-43-2	DL 2-ISOPROPYLSERINE	5.00 G
75-24-1	TRIMETHYLALUMINUM	100.00 ML
75-25-2	BROMOFORM	1.00 L
75-26-3	2-BROMOPROPANE 99%	100.00 g
75-26-3	2-BROMOPROPANE >99.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTEED	25.00 g
7529-22-8	4-METHYLMORPHOLINE N-OXIDE 97% HYGROSCOPIC; IRRITANT	5.00 g
7529-22-8	4-METHYLMORPHOLINE N-OXIDE 97% BRN: 507437; EC NUMBER: 2313918; HYGROS	25.00 g
7529-22-8	4-METHYLMORPHOLINE N-OXIDE 50 WT % SOLUTION IN WATER; IRRITANT; PH 9.	100.00 g
75-29-6	2-CHLOROPROPANE 99+% BRN: 1730782; EC NUMBER: 2008588; FLAMMABLE LIQUI	100.00 ml
7530-27-0	4-BROMO-2-CHLORO-6-METHYLPHENOL 97% EINECS 231-394-4; IRRITANT	10.00 g
75-30-9	2-10DOPROPANE	100.00 G
75-31-0	ISOPROPYLAMINE	1.00 L
75-31-0	ISOPROPYLAMINE 99.5+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, INC; ANH	250.00 ml
75-33-2	2-PROPANETHIOL	500.00 ML
7533-40-6	(S)-(+)-LEUCINOL	5.00 G
75336-86-6	(R)-(-)-2-METHYLPIPERAZINE	1.00 G
75-35-4	VINYLDENE CHLORIDE	25.00 ML
75-36-5	ACETYL CHLORIDE 99+% ASSAY: >99%; AVAILABLE IN USA AND EUROPE; HEAVY M	250.00 ml
75-36-5	ACETYL CHLORIDE	50.00 G
7536-55-2	BOC-ASN-OH	

7536-58-5	BOC-ASP(OBZL)-OH	250.00 G
753-90-2	2,2,2-TRIFLUOROETHYLAMINE	1.00 G
754-05-2	VINYLTRIMETHYLSILANE =>97.0% PURITY ASSAY METHOD: GAS CHROMATOGRAPHY;	10.00 ml

754-05-2	VINYLTRIMETHYLSILANE	50.00 ML
75-44-5	PHOSGENE APPROX 20% IN TOLUENE; FREE HCL APPROX 2%; PURUM; SOLUTION	100.00 ml
75-44-5	PHOSGENE	100.00 ML
7550-35-8	LITHIUM BROMIDE	0.00
7550-35-8	LITHIUM BROMIDE 99+%	500.00 g
7550-45-0	TITANIUM(IV) CHLORIDE	1.00 KG
7550-45-0	TITANIUM(IV) CHLORIDE 1.0 M SOLUTION IN DICHLOROMETHANE; CORROSIVE; H	100.00 ml
75-52-5	NITROMETHANE	500.00 ML
75-52-5	NITROMETHANE 99+% FLAMMABLE LIQUID	25.00 ml
7553-56-2	IODINE 99.8% ACS REAGENT; CL- AND BR- <=0.005%; EC NUMBER: 2314424; NO	100.00 g
7554-65-6	4-METHYLPYRAZOLE	1.00 G
75-55-8	2-METHYLAZIRIDINE 90% AVAILABILITY MAY BE AFFECTED BY REGULATIONS; FLA	5.00 ml
75-56-9	PROPYLENE OXIDE	100.00 ML
7558-79-4	SODIUM PHOSPHATE, DIBASIC	500.00 G
7558-79-4	SODIUM PHOSPHATE DIBASIC	100.00 G
7558-80-7	SODIUM PHOSPHATE, MONOBASIC	100.00 G
7560-83-0	N-METHYLDICYCLOHEXYLAMINE	250.00 G
7560-83-0	N-METHYLDICYCLOHEXYLAMINE 97% CORROSIVE; TOXIC	250.00 g
75-61-6	DIBROMODIFLUOROMETHANE	100.00 G
75-62-7	BROMOTRICHLOROMETHANE	500.00 G
75-63-8	BROMOTRIFLUOROMETHANE 99% A VERY VERSATILE FLUORINATED BUILDING BLOCK,	25.00 g
75-63-8	BROMOTRIFLUOROMETHANE	25.00 G
75-64-9	TERT-BUTYLAMINE	1.00 L
75-64-9	TERT-BUTYLAMINE 98%	5.00 ml
75-65-0	2-METHYL-2-PROPANOL	100.00 ML
75-65-0	TERT-BUTANOL	500.00
75-65-0	TERT-BUTYL ALCOHOL	250.00 ML
75-65-0	2-METHYL-2-PROPANOL 99+% ACS REAGENT; COLOR (APHA) <=20; EVAPN RESIDUE	1.00 I
75-66-1	2-METHYL-2-PROPANETHIOL	100.00 ML
756-79-6		5.00 G
	DIMETHYL METHYLPHOSPHONATE	
7568-93-6	(+/-)-2-AMINO-1-PHENYLETHANOL =>95% MAY CONTAIN 1-AMINO-2-PHENYLETHANO	10.00 g
75-69-4	TRICHLOROFLUOROMETHANE	5,000.00
7570-37-8	4-AMINO-4WETHOXYSTILBENE >95% ASSAY METHOD: BY TITRIMETRIC ANALYSIS;	5.00g
7570-49-2	5-AMINO-2-METHYLINDOLE	5.00 g
75-72-9	CHLOROTRIFLUOROMETHANE	100.00 G
75-75-2	METHANESULFONIC ACID	500.00
75-75-2	METHANESULFONIC ACID 99.5+% A PRODUCT OF ELF ATOCHEM NORTH AMERICA, IN	100.00 ml
75-76-3	TETRAMETHYLSILANE	25.00 G
75-77-4	CHLOROTRIMETHYLSILANE	100.00 ML
75-77-4	TRIMETHYLCHLOROSILANE	100.00 ML
75-77-4	CHLOROTRIMETHYLSILANE 98% BRN: 1209232; DOW CORNING(R) PRODUCT Z-1224;	100.00 ml
75-77-4	CHLOROTRIMETHYLSILANE 98+% BRN 1209232; EINECS 200-900-5; HIGHLY FLAMM	100.00 ml
75-77-4	CHLOROTRIMETHYLSILANE 98% DOW CORNING(R) PRODUCT Z-1224; FOR THE PREPA	5.00 ml
75-78-5	DICHLORODIMETHYLSILANE	100.00 ML
758-21-4	DIMETHYLETHYLSILANE	5.00 G
75-84-3	NEOPENTYL ALCOHOL	10.00 G
7589-27-7	4-FLUOROPHENETHYL ALCOHOL 97%	5.00 g
75-91-2	TERT-BUTYL HYDROPEROXIDE	100.00 ML
759-24-0	DIETHYL TERT-BUTYLMALONATE	5.00 G
7597-18-4	6-NITROINDAZOLE	100.00 G
75-97-8	PINACOLONE	100.00 ML
75-97-8	PINACOLONE 98% FLAMMABLE LIQUID	5.00 ml
7598-91-6	ETHYL 5-HYDROXY-2-METHYLINDOLE-3-CARBOXYLATE 97%	1.00 g
759-97-7	2-BROMO-1,1,3-TRIMETHOXYPROPANE	5.00 G
7601-89-0	SODIUM PERCHLORATE	100.00 G
7601-90-3	PERCHLORIC ACID	50.00 ML
760-21-4	2-ETHYL-1-BUTENE	25.00 ML
760-21-4	2-ETHYL-1-BUTENE >97% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PURE;	25.00 ml
76-02-8	TRICHLOROACETYL CHLORIDE	25.00 G
76-05-1		100.00 ml
	TRIFLUOROACETIC ACID 99+% CORROSIVE; EVAPN RESIDUE <0.0050%; SPECTROPH	
76-05-1	TRIFLUOROACETIC ACID 99% BRN: 742035; EC NUMBER: 2009293; RTECS: AJ962	200.00 g
76-05-1	TRIFLUOROACETIC ACID	500.00
76-05-1	TRIFLUOROACETIC ACID 99+% 6X1 L AVAILABLE ONLY IN KIT; BRN: 742035; CO	1.00 I
76-05-1	TRIFLUOROACETIC ACID 99+% REDISTILLED; SUITABLE FOR PROTEIN SEQUENCING	100.00 g
760-67-8		25.00 g
	2-ETHYL-1-BUTENE 98% CORROSIVE; LACHRYMATOR	

N,N-DIMETHYL-2-PYRIDINE CARBOXAMIDE		
76189-55-4	(R)-(+)-2,Z-BIS(DIPHENYLPHOSPHINO)-1,1'-BINAPHTHYL	0.00 G
76195-82-9	2,4,6-TRIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE	5.00 G
76195-82-9	2,4,6-TRIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE 97% BRN 3700289; HARMFUL	5.00 g
7622-29-9	N-EPSILON-METHYL-L-LYSINE HYDROCHLORIDE	1.00

762-49-2	1-BROMO-2-FLUOROETHANE	5.00 G
762-49-2	1-BROMO-2-FLUOROETHANE 98+% HARMFUL; HIGHLY FLAMMABLE; IRRITANT	25.00 g
762-62-9	4,4-DIMETHYL-1-PENTENE	1.00 G
762-72-1	ALLYLTRIMETHYLSILANE	10.00 G
762-72-1	ALLYLTRIMETHYLSILANE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANT	25.00 ml
762-75-4	TERT-BUTYL FORMATE	10.00 ML
7632-00-0	SODIUM NITRITE	100.00 G
7632-00-0	SODIUM NITRITE =>99.0% EC NUMBER: 2315559; PURISS PA ACS; PURITY ASSAY	250.00 g
7632-00-0	SODIUM NITRITE 97+% 1 KG AVAILABLE ONLY IN KIT; ACS REAGENT; CA <=0.01	100.00 g
7632-00-0	SODIUM NITRITE 97+% ACS REAGENT; CA <=0.01%; CL- <=0.005%; FE <=0.001%	100.00 g
763-29-1	2-METHYL-1-PENTENE	25.00 ML
763-29-1	2-METHYL-1-PENTENE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXTRA PUR	25.00 ml
763-32-6	3-METHYL-3-BUTEN-1-OL	500.00 ML
76429-73-7	2,3-DIHYDROBENZO[BIFURAN-5-CARBOXYLIC ACID	250.00 MG
7646-69-7	SODIUM HYDRIDE 60% DISPERSION IN MINERAL OIL; FLAMMABLE SOLID; MOISTU	100.00 g
7646-69-7	SODIUM HYDRIDE	5.00 G
7646-69-7	SODIUM HYDRIDE 60% DISPERSION IN MINERAL OIL; EC NUMBER: 2315873; FLA	100.00 g
7646-78-8	TIN(IV) CHLORIDE	100.00 ML
7646-78-8	TIN(IV) CHLORIDE 99.995% CORROSIVE; EC NUMBER: 2315889; MOISTURE-SENSI	5.00 g
7646-79-9	COBALT(II)CHLORIDE.	25.00 G
7646-79-9	COBALT (II) CHLORIDE 99+% ANHYDROUS; BLUE PWDR; HYGROSCOPIC	25.00 g
7646-85-7	ZINC CHLORIDE 1.0 M SOLUTION IN DIETHYL ETHER; FLAMMABLE LIQUID; MOIS	100.00 ml
7646-85-7	ZINC CHLORIDE 98+% EC NUMBER: 2315920; RTECS: ZH1400000	5.00 g
7646-93-7	POTASSIUM HYDROGENSULFATE	50.00 G
7647-01-0	HYDROGEN CHLORIDE	800.00
7647-01-0	HYDROCHLORIC ACID 0.5 N SOLUTION IN WATER; CONCENTRATION RANGE 0.4900	2.
7647-01-0	HYDROCHLORIC ACID 4.0 M SOLUTION IN 1,4-DIOXANE; CANCER SUSPECT AGENT	100.00 ml
7647-15-6	SODIUM BROMIDE 99+% ACS REAGENT; BA <=0.002%; BRO3- <=0.001%; CA, MG A	100.00 g
7647-17-8	CESIUM CHLORIDE	100.00 G
7647-17-8	CESIUM CHLORIDE 99.9%	100.00 g
76513-69-4	2-(TRIMETHYLSILYL)ETHOXYMETHYL CHLORIDE	25.00 ML
76513-69-4	2-(TRIMETHYLSILYL)ETHOXYMETHYL CHLORIDE 90% AVAILABLE IN USA AND EUROP	1.00 ml
7651-81-2	3-HYDROXYISOQUINOLINE	1.00 G
765-30-0	CYCLOPROPYLAMINE 98% CORROSIVE; EXTREMELY FLAMMABLE; HARMFUL; LACHRYMA	50.00 g
765-30-0	CYCLOPROPYLAMINE 98% CORROSIVE; FLAMMABLE LIQUID	25.00 g
765-42-4	ALPHA-METHYLCYCLOPROPANEMETHANOL 99% BRN: 1839704; EC NUMBER: 2121459;	5.00 g
765-43-5	CYCLOPROPYL METHYL KETONE 99% FLAMMABLE LIQUID	25.00 g
7658-80-2	O-TOLUIC HYDRAZIDE	25.00 G
7659-86-1	THIOGLYCOLIC ACID 2-ETHYLHEXYL ESTER >98.0% ASSAY METHOD: BY GAS CHROM	25.00 ml
766-05-2	CYCLOHEXANECARBONITRILE	25.00 ML
7664-38-2	PHOSPHORIC ACID	100.00 ML
7664-39-3	HYDROFLUORIC ACID 99.99+% 48 WT % IN WATER; EC NUMBER: 2316348; RTECS:	100.00 ml
7664-41-7	AMMONIA	800.00 ML
7664-41-7	AMMONIA 2.0 M SOLUTION IN ETHYL ALCOHOL; CORROSIVE; EC NUMBER: 231635	800.00 ml
7664-41-7	AMMONIA 99.99+% ANHYDROUS; AVAILABILITY MAY BE AFFECTED BY REGULATIONS	170.00 g
7664-66-6	4-ISOPROPDXYANILINE >98% ASSAY METHOD: BY GC	25.00 g
7665-72-7	TERT-BUTYL GLYCIDYL ETHER >96% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EX	25.00 ml
766-80-3	3-CHLOROENZYL BROMIDE	10.00 G
766-80-3	3-CHLOROENZYL BROMIDE 97% CORROSIVE; HARMFUL; LACHRYMATORY; LIGHT-SEN	10.00 g
766-96-1	(4-BROMOPHENYL)ACETYLENE	1.00 G
766-98-3	1-ETHYNYL-4-FLUOROBENZENE MANUFACTURED BY CB RESEARCH AND DEVELOPMENT	5.00 g
767-16-8	4-AMINO-6-HYDROXY-2-METHYLPYRIMIDINE EXTRA PURE; PACKAGED IN GLASS BO	25.00 g
7677-24-9	TRIMETHYLSILYL CYANIDE	25.00 G
7677-24-9	TRIMETHYLSILYL CYANIDE 98%	5.00 g
7677-24-9	TRIMETHYLSILYL CYANIDE 98% FLAMMABLE LIQUID; HIGHLY TOXIC; PACKAGED IN	25.00 g
7681-38-1	SODIUM HYDROGEN SULFATE	5.00 KG
7681-49-4	SODIUM FLUORIDE	50.00 G
7681-52-9	SODIUM HYPOCHLORITE	250.00 ML
7681-57-4	SODIUM METABISULFITE	100.00 G
7681-57-4	SODIUM METABISULFITE 97+% ACS REAGENT; CL- <=0.05%; FE <=0.002%; HEAVY	100.00 g
7681-65-4	COPPER(1)IODIDE	10.00 G
7681-65-4	CUPROUS IODIDE	50.00 G
7681-65-4	COPPER(I) IODIDE 98%	50.00 g
7681-65-4	COPPER(I) IODIDE 99.999% IRRITANT; LIGHT-SENSITIVE	25.00 g
7681-82-5	SODIUM IODIDE 99.5% ACS REAGENT; BA <=0.002%; CA <=0.001%; CL- AND BR-	100.00 g
7682-18-0	DL-ALPHA-AMINO-N-BUTYRIC ACID METHYL ESTER HYDROCHLORIDE	5.00 G

76-83-5	TRIPHENYLMETHYL CHLORIDE	25.00 G
768-35-4	3-FLUOROPHENYLBORONIC ACID	10.00 G

77674-9	7-ETHYLBROMODIFENYLMETHANE 97% ASSAY METHOD: BY THERMOMETRIC ANALYSIS,	25.00 g
7768-28-7	2-HYDROXYPHENETHYL ALCOHOL 99% IRRITANT	5.00 g
7772-99-8	TIN(II) CHLORIDE	100.00 G
7772-99-8	TIN(II) CHLORIDE 98% EC NUMBER: 2318680; RTECS: XP8700000	100.00 g

777-44-6	3-(TRIFLUOROMETHYL)BENZENESULFONYL CHLORIDE	1.00 G
7775-14-6	SODIUM HYDROSULFITE	100.00 G
7775-27-1	SODIUM PERSULFATE	500.00 G
7775-41-9	SILVER(I) FLUORIDE	5.00 G
77-76-9	2,2-DIMETHOXYPROPANE	25.00 ML
77-76-9	2,2-DI METHOXYPROPANE 98% FLAMMABLE LIQUID; IRRITANT; REAGENT FOR THE P	500.00 ml
77-78-1	DIMETHYL SULFATE	100.00 ML
7778-18-9	CALCIUM SULFATE	2.00 KG
7778-53-2	POTASSIUM PHOSPHATE, TRIBASIC	500.00
7778-53-2	POTASSIUM PHOSPHATE 97% CORROSIVE; EC NUMBER: 2319071; HYGROSCOPIC; RT	500.00 g
7778-54-3	CALCIUM HYPOCHLORITE	250.00 G
7778-77-0	POTASSIUM PHOSPHATE, MONOBASIC	25.00 G
7778-77-0	POTASSIUM DIHYDROGENPHOSPHATE	500.00 G
7781-98-8	ETHYL 3-HYDROXYBENZOATE	25.00 G
7782-26-5	(R)-(-)-2-PHENYLPROPIONIC ACID	1.00 G
7782-39-0	DEUTERIUM	25.00 L
7782-44-7	OXYGEN	100.00 L
7782-50-5	CHLORINE 99.5+% AVAILABILITY MAY BE AFFECTED BY REGULATIONS; EC NUMBER	454.00 g
7782-61-8	IRON(III) NITRATE NONAHYDRATE	100.00 G
7782-68-5	IODIC ACID 99.5+% ACS REAGENT; CL- AND BR <=0.02%; FE <=0.002%; HEAVY	50.00 g
7782-89-0	LITHIUM AMIDE	5.00 G
7783-20-2	AMMONIUM SULFATE	500.00 G
7783-20-2	AMMONIUM SULFATE AVAILABLE IN USA AND EUROPE; EINECS 231-984-1; REAGE	500.00 g
7783-63-3	TITANIUM(IV)FLUORIDE	10.00 G
7783-99-5	SILVER. NITRITE	50.00 G
7784-23-8	ALUMINUM IODIDE	5.00 G
7785-26-4	(1 S)-(-)-ALPHA-PINENE	10.00
7785-70-8	(1R)-(+)-ALPHA-PINENE	500.00 ML
77-86-1	TRIZMA BASE	500.00 G
7786-30-3	MAGNESIUM CHLORIDE HEXAHYDRATE	100.00 G
7787-35-1	BARIUM MANGANATE	25.00 G
7787-58-8	BISMUTH (III) BROMIDE 98+% MOISTURE SENSITIVE; YELLOW PWDR	10.00 g
7787-70-4	COPPER(I)BROMIDE	50.00 G
7787-70-4	COPPER(I) BROMIDE	50.00 G
778-82-5	ETHYL 3-INDOLEACETATE	5.00 G
7789-12-0	SODIUM DICHROMATE DIHYDRATE	0.00
7789-17-5	CESIUM IODIDE	25.00 G
7789-20-0	DEUTERIUM OXIDE	250.00 G
7789-29-9	POTASSIUM HYDROGENFLUORIDE	25.00 G
7789-38-0	SODIUM BROMATE	100.00 G
7789-39-1	RUBIDIUM BROMIDE	10.00 G
7789-45-9	COPPER (II) BROMIDE 99% GRAY PWDR; HYGROSCOPIC	250.00 g
7789-45-9	COPPER(II) BROMIDE	100.00 G
7789-45-9	COPPER(II)BROMIDE	250.00 G
7789-45-9	CUPRIC BROMIDE -	50.00 G
7789-45-9	COPPER (II) BROMIDE CRYSTALLINE; CU 28.1% MIN (ASSAY); REAGENT	500.00 g
7789-45-9	COPPER(II) BROMIDE 99%	500.00 g
7789-47-1	MERCURY(II) BROMIDE 98+% ASSAY: MIN 99%; IRON(Fe):0.005%; PRO ANALYSI;	5.00 g
7789-59-5	PHOSPHORUS OXYBROMIDE 100 G AVAILABLE ONLY IN KIT; CORROSIVE; EC NUMB	25.00 g
7789-59-5	PHOSPHORUS OXYBROMIDE	25.00 G
7789-60-8	PHOSPHORUS TRIBROMIDE	100.00 G
7789-60-8	PHOSPHORUS TRIBROMIDE 97% EC NUMBER: 2321782; RTECS: TH4460000	100.00 g
7789-60-8	PHOSPHORUS(III)BROMIDE 97+% COLORLESS LIQUID; HAZ; MOISTURE SENSITIVE	100.00 g
7789-60-8	PHOSPHORUS (III) BROMIDE 97+% COLORLESS LIQ; HAZ; MOISTURE SENSITIVE	100.00 g
7789-60-8	PHOSPHORUS TRIBROMIDE 99%	500.00 g
7789-61-9	ANTIMONY(III) BROMIDE	50.00 G
7789-78-8	CALCIUM HYDRIDE	100.00
7790-28-5	SODIUM PERIODATE	100.00
7790-28-5	SODIUM (META)PERIODATE 99% EINECS 232-197-6; MERCK: 128786; OXIDISING	500.00 g
7790-29-6	RUBIDIUM IODIDE	10.00 G
7790-86-5	CERIUM(III) CHLORIDE	5.00 G
7790-99-0	IODINE MONOCHLORIDE	100.00 ML
7791-13-1	COBALT(II) CHLORIDE HEXAHYDRATE	25.00 G
7791-20-0	NICKEL(II) CHLORIDE HEXAHYDRATE	25.00 G
77-92-9	CITRIC ACID 99.5+% 1 KG AVAILABLE ONLY IN KIT; ACS REAGENT; BRN: 78206	500.00 g
7795-95-1	1-OCTANESULFONYL CHLORIDE	

77987-49-6	BENZYL N-(2-HYDROXYETHYL)CARBAMATE	10.00 G
		5.00 G
77987-49-6	N-(2-HYDROXYETHYL)CARBAMIC ACID BENZYL ESTER PACKAGED IN GLASS BOTTLE	5.00 g
7803-49-8	HYDROXYLAMINE	250.00 ML
7803-57-8	HYDRAZINE MONOHYDRATE	100.00

7803-57-8	HYDRAZINE MONOHYDRATE 98% CANCER SUSPECT AGENT; HIGHLY TOXIC; N2H4 64-	100.00 g
7803-58-9	SULFAMIDE 99%	10.00 g
78-08-0	TRIETHOXYVINYL SILANE	100.00 ML
78191-00-1	N-METHOXY-N-METHYLACETAMIDE	25.00 G
78191-00-1	N-METHOXY-N-METHYLACETAMIDE >98% ASSAY METHOD: BY GC; FLAMMABLE LIQUID	10.00 g
782-17-2	2-(4-FLUOROPHENYL)INDOLE	5.00 g
78348-24-0	INDOLINE-2-CARBOXYLIC ACID 97% IRRITANT	5.00 g
78375-48-1	2-MORPHOLINOETHYL ISOCYANIDE	10.00 ML
78-39-7	TRIETHYL ORTHOACETATE	500.00 ML
78-40-0	TRIETHYL PHOSPHATE	100.00 G
78468-34-5	2-AMINO-4-NITROBENZENEMETHANOL	5.00 G
78473-00-4	4-AMINO-3,5-DICHLOROBENZONITRILE	5.00 G
78543-37-0	POTASSIUM DIBENZYL PHOSPHATE	50.00
785-56-8	3,5-BIS(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% BRN 2593440; CORROSIVE /	5.00 g
78-67-1	2,2'-AZOBISISOBUTYRONITRILE	100.00
78710-55-1	3,5-DIMETHYLBENZYLAMINE	5.00 G
78-76-2	2-BROMOBUTANE	500.00 G
78-77-3	1-BROMO-2-METHYLPROPANE	100.00 G
78-77-3	1-BROMO-2-METHYLPROPANE 97% BRN 1730915; EINECS 201-141-2; HIGHLY FLAM	250.00 g
78-77-3	1-BROMO-2-METHYLPROPANE 99% CANCER SUSPECT AGENT; FLAMMABLE LIQUID	100.00 g
78-81-9	ISOBUTYLAMINE	100.00 ML
78-81-9	ISOBUTYLAMINE 99% CORROSIVE; FLAMMABLE LIQUID	500.00 ml
78-82-0	ISOBUTYRONITRILE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; GUARANTEED	25.00 ml
78-83-1	2-METHYL-1-PROPANOL	1.00 L
78-83-1	2-METHYL-1-PROPANOL 99% BRN 1730878; EINECS 201-148-0; FLAMMABLE / HAR	100.00 ml
78-84-2	ISOBUTYRALDEHYDE AVAILABLE IN 25-G QUANTITIES, PLEASE INQUIRE; NATURA	100.00 g
78-85-3	METHACROLEIN	50.00 ML
78888-18-3	TERT-BUTYL N-ALLYLCARBAMATE	10.00 G
78-90-0	1,2-DIAMINOPROPANE	50.00 G
78-92-2	2-BUTANOL	1.00 L
78922-04-0	AMBERLITE(R) IR-120(PLUS) ION-EXCHANGE RESIN	250.00 G
78-93-3	2-BUTANONE 99+% ACS REAGENT; COLOR (APHA) <=15; EVAPN RESIDUE <=0.0025	1.00 I
78-95-5	CHLOROACETONE	100.00 G
78-95-5	CHLOROACETONE 95% BRN: 605369; EC NUMBER: 2011611; FLAMMABLE LIQUID; H	100.00 g
79-00-5	1,1,2-TRICHLOROETHANE	250.00 ML
79-01-6	TRICHLOROETHYLENE	2.00 L
79-03-8	PROPIONYL CHLORIDE	25.00 G
79-04-9	CHLOROACETYL CHLORIDE	500.00 G
79-04-9	CHLOROACETYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	100.00 g
79069-13-9	(S)-(-)-2-(TERT-BUTOXYCARBONYLAMINO)-1-PROPANOL 98% 98% EE/GLC; BRN: 3	5.00 g
79-09-4	PROPIONIC ACID	100.00 ML
79-09-4	PROPIONIC ACID >99.0% ASSAY METHOD: BY GAS CHROMATOGRAPHY AND TITRIMET	25.00 ml
79099-07-3	1-BOC-4-PIPERIDONE	25.00 G
79099-07-3	TERT-BUTYL 4-OXO-1-PIPERIDINECARBOXYLATE 98% BRN: 3650236	25.00 g
79099-07-3	TERT-BUTYL 4-OXO-1-PIPERIDINECARBOXYLATE 98%	5.00 g
79-10-7	ACRYLIC ACID	25.00 ML
79-11-8	CHLOROACETIC ACID	25.00 G
79124-76-8	3-(3,4-DICHLOROPHENOXY)BENZALDEHYDE	5.00 G
791-28-6	TRIPHENYLPHOSPHINE OXIDE	25.00 G
79-14-1	GLYCOLIC ACID	500.000
79-15-2	N-BROMOACETAMIDE	10.00 G
79-16-3	N-METHYLACETAMIDE	100.00 G
79-16-3	N-METHYLACETAMIDE 99+% BRN: 1071255; EC NUMBER: 2011826; IRRITANT; RTE	5.00 g
79-20-9	METHYL ACETATE 99.5% ANHYDROUS; EVAPN RESIDUE <0.0003%; FLAMMABLE LIQU	1.00 I
79218-15-8	CROTONIC ACID TERT-BUTYL ESTER	25.00 ML
79-22-1	METHYL CHLOROFORMATE	100.00 G
79265-30-8	2-TRIMETHYLSILYLTHIAZOLE >95% ASSAY METHOD: BY GAS CHROMATOGRAPHY; EXT	1.00 ml
79286-74-1	3-ACETAMIDOPYRROLIDINE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; EXT	5.00 g
79-30-1	ISOBUTYRYL CHLORIDE	100.00 G
79-30-1	ISOBUTYRYL CHLORIDE 98% CORROSIVE; FLAMMABLE LIQUID; VERSATILE ACYLATI	5.00 g
79-31-2	ISOBUTYRIC ACID	100.00 ML
79-33-4	L-LACTIC ACID 99% BRN 1720251; CORROSIVE / KEEP COLD / HYGROSCOPIC; EI	5.00 g
79-36-7	DICHLOROACETYL CHLORIDE	5.00 G
79-37-8	OXALYL CHLORIDE 2.0 M SOLUTION IN DICHLOROMETHANE; BRN: 1361988; CORR	100.00 ml
79-37-8	OXALYL CHLORIDE	25.00
79-37-8	OXALYL CHLORIDE 98% BRN: 1361988; EC NUMBER: 2012002; PHOSGENE CONTENT	25.00 g
79-37-8	OXALYL CHLORIDE 98% BRN 1361988; CAUTION: CARBON MONOXIDE MAY BE EVOLV	250.00 g

79-37-8	OXALYL CHLORIDE 98% PHOSGENE CONTENT <=1.0%; SEND FOR BULLETIN AL-110	25.00 g
79-41-4	METHACRYLIC ACID	100.00 G
79-43-6	DICHLOROACETIC ACID	100.00 G

79-44-7	DIMETHYLCARBAMOYL CHLORIDE	100.00 ML
79-44-7	DIMETHYLCARBAMYL CHLORIDE 98% CANCER SUSPECT AGENT; CORROSIVE	100.00 g
79456-26-1	2-AMINO-3-CHLORO-5-(TRIFLUOROMETHYL)PYRIDINE 97% IRRITANT	25.00 g
79463-77-7	N-CYANODIPHENYLIMIDOCARBONATE	100.00
79463-77-7	DIPHENYL CYANOCARBONIMIDATE	5.00 G
79463-77-7	DIPHENYL CYANOCARBONIMIDATE 97% IRRITANT; MOISTURE-SENSITIVE	10.00 g
79538-29-7	2,4,6-TRIFLUOROBENZOYL CHLORIDE 97% BRN 1958563; CORROSIVE / MOISTURE	1.00 g
79722-21-7	TERT-BUTYL N-(BENZYLOXY)CARBAMATE	25.00 G
8000-25-7	ROSEMARY OIL	10.00
8000-29-1	CITRONELLA OIL, CEYLON	10.00
8000-66-6	CARDAMOM OIL	10.00
8001-30-7	CORN OIL EC NUMBER: 2322812; RTECS: GM4800000	1,000.00 ml
8001-54-5	BENZALKONIUM CHLORIDE	500.00 G
8003-34-7	PYRETHRUM	100.00 MG
80041-89-0	ISOPROPYLBORONIC ACID	1.00 G
80060-09-9	DIAFENTHIURON	250.00 MG
8006-64-2	L-TURPENTINE	10.00
8007-70-3	ANISE OIL	10.00
80-08-0	4-AMINOPHENYL SULFONE 98% CANCER SUSPECT AGENT; EC NUMBER: 2012484; RT	5.00 g
80-11-5	DIAZALD(R)	25.00 G
80-17-1	BENZENESULFONYL HYDRAZIDE	25.00 G
80213-28-1	3-METHYLSULPHONYLANILINE HYDROCHLORIDE	2.00 G
80213-28-1	3-METHYLSULFONYLANILINE HYDROCHLORIDE	5.00 g
80-35-3	SULFAMETHOXYPYRIDAZINE CRYSTALLINE; EC NUMBER: 2012725; RTECS: WPO400	5.00 g
80-40-0	ETHYL P-TOLUENESULFONATE 98% BRN: 611213; EC NUMBER: 2012767; HYGROSCO	50.00 g
8042-47-5	MINERAL OIL	1.00 L
80440-95-5	2-FUROYL ISOTHIOCYANATE	5.00 G
80466-79-1	3,5-DIMETHYLISOXAZOLE-4-SULPHONYL CHLORIDE	5.00 G
80-56-8	ALPHA-PINENE	250.00 ML
80-58-0	2-BROMOBUTYRIC ACID	100.00 G
80-70-6	1,1,3,3-TETRAMETHYLGUANIDINE 99% BASE EMPLOYED IN THE PREPARATION OF A	100.00 ml
80-73-9	1,3-DIMETHYL-2-IMIDAZOLIDINONE	100.00 G
80836-96-0	1-(2,3-XYLYL)PIPERAZINE MONOHYDROCHLORIDE 98% IRRITANT	25.00 g
80844-07-1	ETHOFENPROX	200.00 MG
80866-91-7	2-BROMOPYRIDINE N-OXIDE HYDROCHLORIDE	5.00 G
81028-03-7	CIS-4-BENZYLOXY-2-BUTEN-1-OL 95+% IRRITANT	5.00 ml
81-07-2	O-SULFOBENZIMIDE	25.00 G
81-07-2	SACCHARIN	1.00 G
81-08-3	2-SULFOBENZOIC ACID CYCLIC ANHYDRIDE	25.00 G
811-51-8	SODIUM ETHANETHIOLATE 80% BRN: 3593647; CORROSIVE; MOISTURE-SENSITIVE;	10.00 g
81290-20-2	(TRIFLUOROMETHYL)TRIMETHYLSILANE	5.00 ML
813-19-4	BIS(TRIBUTYLTIN)	10.00 G
81-42-5	1,4-DIAMINO-2,3-DICHLOROANTHRAQUINONE	5.00 G
814-68-6	ACRYLOYL CHLORIDE	5.00 G
814-68-6	ACRYLOYL CHLORIDE 96% BRN: 635744; EC NUMBER: 2123990; FLAMMABLE LIQUI	5.00 g
814-75-5	3-BROMO-2-BUTANONE	10.00 G
814-78-8	3-METHYL-3-BUTEN-2-ONE	25.00 ML
816-40-0	1-BROMO-2-BUTANONE 90% IRRITANT; LACHRYMATOR; STABILIZED WITH APPROX 5	5.00 g
81675-81-2	N,N,N',N',N',N'-HEXAMETHYLPHOSPHORIMIDIC TRIAMIDE	1.00 ML
81678-16-2	LEUCINE ENKEPHALIN ACETATE SALT	50.00 MG
817-09-4	TRIS(2-CHLOROETHYL)AMINE HYDROCHLORIDE 98% AVAILABILITY MAY BE AFFECTE	25.00 g
81790-10-5	(2-BROMOALLY)TRIMETHYLSILANE	1.00 G
818-08-6	DI-N-BUTYLTIN OXIDE 98% BRN 4126243; CATALYST FOR LACTONISATION AND LA	100.00 g
81863-45-8	3-AMINO-4-METHYLBENZYL ALCOHOL 97% IRRITANT	25.00 g
81864-15-5	4,5-METHYLENEDIOXY-1,2-PHENYLENEDIAMINE DIHYDROCHLORIDE	10.00 MG
818-88-2	SEBACIC ACID MONOMETHYL ESTER 96%	1.00 g
81927-55-1	BENZYL 2,2,2-TRICHLOROACETIMIDATE 99% CONTAINS UP TO 1% BENZYL ALCOHOL	5.00 g
82105-88-2	(4-ETHOXYBENZYL)TRIPHENYLPHOSPHONIUM BROMIDE	5.00 G
821-09-0	4-PENTEN-1-OL 99%	1.00 g
821-10-3	1,4-DICHLORO-2-BUTYNE	100.00 G
82113-65-3	TRIFLUOROMETHANESULFONIMIDE 95% A STRONG ACID, USED IN THE PREPARATION	5.00 g
821-48-7	BIS(2-CHLOROETHYL)AMINE HYDROCHLORIDE 98% CORROSIVE; LACHRYMATOR	100.00 g
821-48-7	BIS(2-CHLOROETHYL)AMINE HYDROCHLORIDE	100.00 G
822-87-7	2-CHLOROCYCLOHEXANONE	25.00 G
82358-09-6	2-MERCAPTOTHIAZOLE	5.00
823-73-4	2-BROMO-5-NITROFURAN	1.00 G

823-78-9	3-BROMOBENZYL BROMIDE	25.00 G
82380-18-5	2-FLUORO-4-HYDROXYBENZONITRILE	5.00 G
82-38-2	1-(METHYLAMINO)ANTHRAQUINONE 98% IRRITANT	5.00 g
823-85-8	4-FLUOROPHENYLHYDRAZINE HYDROCHLORIDE	50.00 G

823-85-8	4-FLUOROPHENYLHYDRAZINE HYDROCHLORIDE 97% IRRITANT	10.00 g
823-98-1	TRIMETHYLBOROXINE 99% DERIVATIZING AGENT FOR GLC ANALYSIS; FLAMMABLE L	5.00 g
82417-45-6	2,3-DICHLOROBENZENESULPHONYL CHLORIDE 98% CORROSIVE / MOISTURE SENSITI	5.00 g
82419-36-1	OFLOXACIN	1.00 G
824-40-8	PICOLINIC ACID N-OXIDE 97% HYGROSCOPIC	5.00 g
824-42-0	2-HYDROXY-3-METHYLBENZALDEHYDE	5.00 G
824-75-9	4-FLUOROBENZAMIDE	5.00 G
824-79-3	P-TOLUENESULFINIC ACID SODIUM SALT	100.00 G
824-94-2	4-METHOXYBENZYL CHLORIDE	5.00 G
824-98-6	3-METHOXYBENZYL CHLORIDE	5.00 G
82565-68-2	FMOC-PHE(4-1)-OH	5.00 G
826-36-8	2,2,6,6-TETRAMETHYL-4-PIPERIDONE 95% IRRITANT; LIGHT-SENSITIVE	100.00 g
826-55-1	ALPHA,ALPHA-DIMETHYLPHENYLACETIC ACID	2.00 G
82671-02-1	2,6-DICHLORO-3-CYANO-5-FLUOROPYRIDINE	25.00 g
826-81-3	8-HYDROXYQUINALDINE 98% IRRITANT	5.00 g
826-85-7	5-AMINO-L-PHENYLPYRAZOLE	5.00 G
827-43-0	4-METHYL-2-PHENYLIMIDAZOLE	100.00 G
827-43-0	4-METHYL-2-PHENYLIMIDAZOLE 95% IRRITANT	25.00 g
828-51-3	1-ADAMANTANECARBOXYLIC ACID 99%	5.00 g
828-73-9	PENTAFLUOROPHENYLHYDRAZINE	10.00 G
828-73-9 ,	PENTAFLUOROPHENYLHYDRAZINE 97% IRRITANT	10.00 g
82911-69-1	N-(9-FLUORENYLMETHOXYCARBOXYLOXY)SUCCINIMIDE	5.00 G
82911-69-1	N-(9-FLUORENYLMETHYLOXYCARBOXYL) OXYSUCCINIMIDE -.98% ASSAY BY: HPLC;	100.00g
82911-69-1	N-(9-FLUORENYLMETHYLOXYCARBOXYL) OXYSUCCINIMIDE =>98% ASSAY BY: HPLC	25.00 g
83012-13-9	4-CHLORO-2,8-BIS(TRIFLUOROMETHYL)QUINOLINE	1.00 G
83081-75-8	1-(2-ETHOXYPHENYL)PIPERAZINE MONOHYDROCHLORIDE 98%	25.00 g
830-93-3	5-BROMOGRAMINE	1.00 G
830-96-6	3-INDOLEPROPIONIC ACID	25.00 G
83220-72-8	DL-3-PYRROLIDINOL	5.00 G
832-97-3	DL-INDOLE-3-LACTIC ACID	1.00 G
83-33-0	1-INDANONE	10.00 G
83-34-1	3-METHYLINDOLE	25.00 G
83-38-5	2,6-DICHLOROBENZALDEHYDE	100.00 G
83506-93-8	4,5-DIFLUOROANTHRANILIC ACID 97% BRN: 2834162; IRRITANT	5.00 g
835-64-3	2-(2-HYDROXYPHENYL)BENZOXAZOLE 98% IRRITANT; RTECS: SJ7520000	5,00 g
83594-83-6	3,5-DIFLUOROPHENYL ISOCYANATE	2.00 G
836-42-0	4-BENZYLOXYBENZYL CHLORIDE	5.00 G
83647-42-1	3-AMINO-2-METHYLBENZYL ALCOHOL 97% IRRITANT	10.00 g
83803-80-9	4-BUTYLBENZALDEHYDE DIETHYL ACETAL	5.00 G
83863-33-6	5-iodo-2-methylaniline 98% BRN 2078769; EINECS 281-094-2; HARMFUL / LI	5.00 g
838-85-7	DIPHENYL PHOSPHATE	5.00 G
838-85-7	DIPHENYL PHOSPHATE 98+% BRN 1379164; EINECS 212-657-2; IRRITANT; RTECS	5.00 g
84228-44-4	METHYL 4-AMINO-3-CHLOROBENZOATE	5.00 G
84228-44-4	METHYL 4-AMINO-3-CHLOROBENZOATE 97%	5.00 g
84228-93-3	TRANS-3-(4-PYRIDYL)ACRYLIC ACID	1.00 G
84228-93-3	TRANS-3-(4-PYRIDYL)ACRYLIC ACID 97% BRN 471584; EINECS 226-265-4; IRRI	1.00 g
84370-87-6	2,4-DIMETHOXYPHENYL ISOCYANATE	5.00 G
84483-22-7	3-CHLORO-2,6-DIBROMO-4-METHYLANILINE 98% HARMFUL / IRRITANT; UN 2811	25.00 g
84540-59-0	4-METHYL-3-NITROBENZYL CHLORIDE 97% CORROSIVE; LACHRYMATOR	25.00 g
84-58-2	2,3-DICHLORO-5,6-DICYANO-1,4-BENZOQUINONE	50.00 G
84-58-2	2,3-DICHLORO-5,6-DICYANO-1,4-BENZOQUINONE	,10.00 G
84665-66-7	MONOPEROXYPHTHALIC ACID MAGNESIUM SALT HEXAHYDRATE APPROX 85% OXIDATIO	500.00 g
84665-66-7	MAGNESIUM MONOPEROXYPHTHALATE HEXAHYDRATE	100.00 G
84677-06-5	1-(N-CBZ-AMINO)CYCLO-PROPANECARBOXYLIC ACID	500.00 MG
84680-95-5	1,1'-BIS(131-T-BUTYLPHOSPHINO)FERROCENE	500.00 MG
85006-31-1	METHYL 3-AMINO-4-METHYLTHIOPHENE-2-CARBOXYLATE	25.00 G
85013-98-5	4'-(TRIFLUOROMETHOXY)ACETOPHENONE	5.00 G
85068-29-7	3,5-BIS(TRIFLUOROMETHYL)BENZYLAMINE	5.00 G
85068-30-0	2',4'-DIFLUOROPROPIOPHENONE	5.00 G
85068-31-1	2,6-DIFLUOROPROPIOPHENONE	1.00 G
85117-99-3	2,5-DIFLUOROBENZYL BROMIDE	1.00 G
85118-00-9	2,6-DIFLUOROBENZYL BROMIDE	25.00 G
85118-01-0	3,4-DIFLUOROBENZYL BROMIDE	25.00 G
85118-04-3	3,4-DIFLUOROBENZAMIDE 98% IRRITANT	5.00 g
85118-06-5	2,5-DIFLUOROBENZYLAMINE	1.00 G
85272-31-7	DI-TERT-BUTYLSILYL BIS(TRIFLUOROMETHANESULFONATE)	5.00 G
85275-45-2	1-TERT-BUTOXYCARBONYL-3-HYDROXY PIPERIDINE	1.00 G

85275-45-2	1-BOC-3-HYDROXYPIPERIDINE	5.00 G
85345-76-2	3-CHLORO-2-FLUOROBENZOYL CHLORIDE 97% CORROSIVE / MOISTURE SENSITIVE;	1.00 g

85391-19-1	3-PYRROLIDINO-1,2-PROPANEDIOL 96%	25.00 g
85-41-6	PHTHALIMIDE 99+% BRN: 118522; EC NUMBER: 2016033; IRRITANT; RTECS: TI3	50.00 g
85-44-9	PHTHALIC ANHYDRIDE 99+% ACS REAGENT; APPEARANCE: WHITE, FLAKY CRYSTALS	500.00 g
85-46-1	1-NAPHTHALENESULFONYL CHLORIDE	1.00 G
85-46-1	NAPHTHALENE-1-SULPHONYL CHLORIDE 97% BRN 2099333; CORROSIVE / MOISTURE	1.00 g
85-81-4	6-METHOXY-8-NITROQUINOLINE	1.00 G
85822-16-8	4-FORMYLBENZENESULFONYL CHLORIDE	5.00 G
85-91-6	METHYL 2-METHYLAMINO BENZOATE	50.00 G
86060-81-3	FMOC-CYS(ACM)-OH	25.00 G
86060-85-7	N-(9-FLUORENYLMETHOXYCARBONYL)GLYCINE PENTAFLUOROPHENYL ESTER 97%	1.00 g
86087-23-2	(S)-(+)-3-HYDROXYTETRAHYDROFURAN	5.00 G
86176-56-9	4-CHLORO-2-(5-ISOXAZOLYL)PHENOL 97% IRRITANT	5.00g
86256-59-9	2-METHYL-4-(TRIFLUOROMETHOXY)ANILINE	25.00 G
86398-94-9	12,6-DICHLORO-4-(TRIFLUOROMETHYL)PHENYLNHDRAZINE	1.00 G
86398-94-9	2,6-DICHLORO-4-(TRIFLUOROMETHYL)PHENYLHYDRAZINE 97% HARMFUL; UN 2811	5.00 g
86398-94-9	2,6-DICHLORO-4-(TRIFLUOROMETHYL)PHENYLHYDRAZINE	1.00 G
86398-98-3	1[2-CHLORO-4-(TRIFLUOROMETHYL)PHENYL]HYDRAZINE	1.00 G
86427-02-3	3-CHLOROTHIOPHENE-2-CARBONYL CHLORIDE	10.00 G
86454-13-9	2-HYDROXY-6-METHYLISONICOTINIC ACID	1.00 G
86-52-2	1-(CHLOROMETHYL)NAPHTHALENE	5.00 G
86-53-3	1-CYANONAPHTHALENE	5.00 G
865-47-4	POTASSIUM TERT-BUTOXIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; BRN: 35567	2.00 I
865-47-4	POTASSIUM TERT-BUTOXI DE	5.00 G
865-47-4	POTASSIUM T-BUTOXIDE	500.00 G
865-47-4	POTASSIUM TERT-BUTOXIDE 95% BRN: 3556712; EC NUMBER: 2127403; FLAMMABL	100.00 g
865-47-4	POTASSIUM TERT-BUTOXIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; CORROSIVE;	50.00 ml
865-48-5	SODIUM TERT-BUTOXIDE	100.00 G
865-48-5	SODIUM TERT-BUTOXIDE 97% CORROSIVE; FLAMMABLE SOLID	5.00 g
865-49-6	CHLOROFORM-D	50.00 G
865-50-9	IODOMETHANE-D3	25.00 G
86-55-5	1-NAPHTHOIC ACID	25.00 G
86-58-8	8-QUINOLINEBORONIC ACID	1.00 G
86-58-8	8-QUINOLINE BORONIC ACID	1.00 G
86-59-9	8-QUINOLINECARBOXYLIC ACID	250.00 MG
86604-78-6	4-METHOXY-3,5-DIMETHYL-2-PYRIDINEMETHANOL	5.00 G
86608-70-0	[2-(1,3-DIOXOLAN-2-YL)ETHYL]TRIPHENYLPHOSPHONIUM BROMIDE	5.00 G
867-13-0	TRIETHYL PHOSPHONOACETATE	100.00 G
86-73-7	FLUORENE 98%	5.00 g
867-44-7	2-METHYL-2-THIOPSEUDOUREA SULFATE	100.00
867-44-7	S-METHYLISOTHIOURONIUM SULPHATE 98+% BRN 3917217; EINECS 212-759-7; HA	250.00 g
867-44-7	2-METHYL-2-THIOPSEUDOUREA SULFATE 98%	100.00 g
86-77-1	2-HYDROXYDIBENZOFURAN 98% IRRITANT	10.00 g
86-81-7	3A,5-TRIMETHOXYBENZALDEHYDE	25.00
86-84-0	1-NAPHTHYL ISOCYANATE	5.00 G
868-54-2	2-AMINO-1,1-3-TRICYANOPROPENE	25.00 G
86864-60-0	(2-BROMOETHOXY)-TERT-BUTYLDIMETHYLSILANE 99% IRRITANT	10.00 g
86864-60-0	(2-BROMOETHOXY)-TERT-BUTYLDIMETHYLSILANE	10.00 G
869-24-9	2-(DIETHYLAMINO)ETHYL CHLORIDE HYDROCHLORIDE 99% HIGHLY TOXIC; IRRITAN	5.00 g
86-93-1	1-PHENYL-1H-1-TETRAZOLE-5-THIOL 98% FLAMMABLE SOLID; IRRITANT	25.00 g
86945-25-7	4-(2-AMINOETHYL)-1-BENZYLPIPERIDINE	5.00 G
86-96-4	BENZOYLENEUREA	5.00 G
86-97-5	5-AMINO-2-NAPHTHOL >95% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	5.00 g
86-98-6	4,7-DICHLOROQUINOLINE	25.00 G
869901-13-3	3-(CHLOROMETHYL)-1-METHYL-5-PHENYL-1H-PYRAZOLE	250.00 MG
869901-14-4	5-(CHLOROMETHYL)-1-METHYL-3-PHENYL-1H-PYRAZOLE	250.00 MG
86-99-7	7-CHLORO-4-HYDROXYQUINOLINE	25.00 G
870-23-5	ALLYL MERCAPTAN APPROX 80% PURITY ASSAY METHOD: GAS CHROMATOGRAPHY; TE	25.00 ml
870-24-6	2-CHLOROETHYLAMINE MONOHYDROCHLORIDE	5.00 G
870-46-2	TERT-BUTYL CARBAZATE	100.00 G
870-50-8	DI-TERT-BUTYL AZODICARBOXYLATE	25.00 G
870-63-3	4-BROMO-2-METHYL-2-BUTENE	10.00 G
87100-15-0	CYCLOHEXYLBORONIC ACID PINACOL ESTER	1.00 G
87179-40-6	TRANS-1-CINNAMYLPIPERAZINE 97% IRRITANT	10.00 g
87199-15-3	3-(HYDROXYMETHYL)PHENYLBORONIC ACID	10.00 G
87199-15-3	3-(HYDROXYMETHYL)PHENYLBORONIC ACID CONTAINS VARYING AMOUNTS OF ANHYD	1.00 g
87199-16-4	(3-FORMYLPHENYL)BORONIC ACID	25.00 G

87199-17-5	4-FORMYLPHENYLBORONIC ACID	5.00 G
87199-18-6	3-HYDROXYPHENYLBORONIC ACID AVAILABLE IN USA AND EUROPE	250.00 mg
872-32-2	2-METHYL-1-PYRROLINE	25.00 ML
872-35-5	2-MERCAPTOIMIDAZOLE 98% IRRITANT	5.00 g

872-50-4	1-METHYL-2-PYRROLIDINONE 99.5% ANHYDROUS; HYGROSCOPIC; IRRITANT; PACKA	8.00 I
872-50-4	1-METHYL-2-PYRROLIDINONE 99.5% 20 L AVAILABLE ONLY IN KIT; ANHYDROUS;	100.00 ml
872-85-5	4-PYRIDINECARBOXALDEHYDE 97% BRN: 105342; EC NUMBER: 2128323; IRRITANT	25.00 g
873-55-2	BENZENESULPHINIC ACID SODIUM SALT 98% ANHYDROUS; EINECS 212-842-8; HYG	25.00 g
873-62-1	3-CYANOPHENOL	50.00 G
873-66-5	TRANS-BETA-METHYLSTYRENE 99% INHIBITED WITH 20 PPM 3,5-DI-T-BUTYLCA TEC	50.00 g
873-74-5	4-AMINOBENZONITRILE 98% BRN 774507; EINECS 212-850-1; HARMFUL / IRRITA	10.00 g
873-76-7	4-CHLOROBENZYL ALCOHOL	25.00 G
873-77-8	4-CHLOROPHENYLMAGNESIUM BROMIDE	100.00 ML
873-83-6	4-AMINO-2,6-DIHYDROXYPYRIMIDINE	100.00 G
87392-05-0	(R)-(+)-TETRAHYDRO-2-FUROIC ACID	5.00 G
87392-07-2	(S)-(-)-TETRAHYDROFURAN-2-CARBOXYLIC ACID	1.00 G
87392-07-2	(S)-(-)-TETRAHYDROFURAN-2-CARBOXYLIC ACID >97% ASSAY METHOD: BY TITRIM	1.00 g
87-41-2	PHTHALIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; PACKAGED IN GLAS	25.00 g
87413-09-0	DESS-MARTIN PERIODINANE ALLYLIC AND BENZYLIC ALCOHOLS CAN BE OXIDISED	1.00 g
87413-09-0	1,1,1-TRIS(ACETYLOXY)-1,1-01HYDRO-1,2-BENZIODOXOL-3-(1H)-ONE	25.00 g
87413-09-0	DESS-MARTIN PERIODINANE	5.00 G
87413-09-0	DESS-MARTIN PERIODINANE 97% APPLICATIONS: OXIDIZING AGENT; CAUTION: MA	5.00 g
87413-09-0	DESS-MARTIN PERIODINANE 97%	25.00 g
874-24-8	3-HYDROXYPICOLINIC ACID 98% BRN: 118954; EC NUMBER: 2128590; IRRITANT	5.00 g
874-42-0	2,4-DICHLOROBENZALDEHYDE	100.00 G
874-60-2	P-TOLUOYL CHLORIDE	5.00 G
874-60-2	P-TOLUOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	100.00 g
87-48-9	5-BROMOISATIN	25.00 G
874-90-8	4-METHOXYBENZONITRILE	25.00 G
874-97-5	3-(HYDROXYMETHYL)BENZONITRILE -. >98.0% PURITY ASSAY METHOD: GAS CHROMAT	10.00 g
874-98-6	3-METHOXYBENZYL BROMIDE	25.00 ML
874-98-6	3-METHOXYBENZYL BROMIDE 98% CORROSIVE	25.00 ml
87-51-4	INDOLE-3-ACETIC ACID	100.00 G
87-51-4	1 H-INDOLE-3-ACETIC ACID 99+%	25.00 g
875-35-4	2,6-DICHLORO-4-METHYLNICOTINONITRILE	5.00 G
87543-80-4	ETHYL 2-ISOCYANATO-3-PHENYLPROPIONATE	10.00 G
875-79-6	1,2-DIMETHYLINDOLE	25.00 G
87-59-2	2,3-DIMETHYLANILINE 99% HIGHLY TOXIC; IRRITANT	100.00 g
87-60-5	3-CHLORO-2-METHYLANILI NE 99% IRRITANT; TOXIC	100.00 g
876-08-4	4-CHLOROMETHYLBENZOYL CHLORIDE	500.00 G
87-62-7	2,6-DIMETHYLANILINE	100.00 G
87-62-7	2,6-DIMETHYLANILINE 99% CANCER SUSPECT AGENT; HIGHLY TOXIC	100.00 g
87630-36-2	3-BROMO-1-(TRIISOPROPYLSILYL)PYRROLE	1.00 G
87-65-0	2,6-DICHLOROPHENOL 99% CORROSIVE	25.00 g
87-65-0	2,6-DICHLOROPHENOL 99% BRN 1447806; EINECS 201-761-3; IRRITANT; RTECS	25.00 g
87-69-4	L-TARTARIC ACID	100.00 G
877-03-2	5-BROMOINDOLE-3-CARBOXALDEHYDE	5.00 G
87-72-9	L-ARABINOSE 98%	100.00 g
877-66-7	4-METHYLSULPHONYLPHENYLHYDRAZINE HYDROCHLORIDE 95+% APP: OFF-WHITE CRY	2.50 g
87-90-1	TRICHLOROISOCYANURIC ACID	50.00 G
87905-98-4	5-(Z-AMINO)-1-PENTANOL	1.00 G
879-18-5	1-NAPHTHOYL CHLORIDE 97% CORROSIVE; MOISTURE-SENSITIVE	10.00 g
88-04-0	4-CHLORO-3,5-DIMETHYLPHENOL 98% BRN 1862539; EINECS 201-793-8; HARMFUL	100.00 g
88040-86-2	6-METHOXY-M-TOLUENESULFONYL CHLORIDE	1.00 G
88054-22-2	2-METHYL-5-NITROIMIDAZOLE	50.00 G
88-08-2	2,4,6-TRICHLOROPHENOL 98% BRN 776729; EINECS 201-795-9; POSSIBLE CARCI	100.00 g
88112-75-8	4-BROMO-2-FLUOROPHENYL ISOCYANATE	5.00 G
88-13-1	3-THIOPHENECARBOXYLIC ACID	5.00 G
88-14-2	2-FUROIC ACID	100.00 G
88-15-3	2-ACETYLTHIOPHENE	25.00 G
88-17-5	2-(TRIFLUOROMETHYL)ANILINE	100.00 G
88-18-6	2-TERT-BUTYLPHENOL 99% CORROSIVE	50.00 ml
88-19-7	2-METHYLBENZENESULFONAMIDE 97% HARMFUL; IRRITANT; POSSIBLE CARCINOGEN	10.00 g
882-33-7	PHENYL DISULFIDE	50.00 G
882-33-7	DIPHENYL DISULFIDE	25.00 G
882-33-7	DIPHENYL DISULFIDE >98% ASSAY METHOD: BY GC; IRRITANT	25.00 g
88398-93-0	5-CHLORO-1,3-DIMETHYL-1H-PYFAZOLE-4-SULFONYL CHLORIDE	1.00 G
88419-56-1	2,4,5-TRIFLUOROBENZOYL CHLORIDE	1.00 G
88-49-3	4-CHLORO-2,5-DIMETHYLBENZENESULFONYL CHLORIDE 98% BRN 2838165; CORROS	5.00 g
88569-83-9	2-METHOXY-6-METHYLAMINOPYRIDINE	25.00 g
	ANTHRANILAMIDE 98+% BRN: 508509; EC NUMBER: 2018512; IRRITANT; RTECS:	

88-68-6	ANTHRANILAMIDE 98+% IRRITANT	5.00 g
88-69-7	2-ISOPROPYLPHENOL 98% CORROSIVE; TOXIC	100.00 g
88-72-2	2-NITROTOLUENE	100.00 ML

88-72-2	2-NITROTOLUENE 99+% BRN: 1907580; EC NUMBER: 2018533; RTECS: XT3150000	1.00 I
88-74-4	2-NITROANILINE 98% HIGHLY TOXIC; IRRITANT	100.00 g
88-75-5	2-NITROPHENOL	100.00 G
88768-45-0	2-(CARBOXYMETHYLTHIO)PYRIMIDINE 98% IRRITANT	5.00 g
88912-26-9	2,5-DICHLOROISONICOTINIC ACID	500.00 MG
88912-26-9	2,5-DICHLOROISONICOTINIC ACID >98% ASSAY METHOD: BY TITRIMETRIC ANALYS	500.00 mg
88912-27-0	3-CHLORO-4-PYRIDINECARBOXYLIC ACID CLASS: BUILDING BLOCKS	1.00 g
88-95-9	PHTHALOYL CHLORIDE	500.00 ML
88-95-9	PHTHALYL CHLORIDE >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; EXTRA PU	25.00 g
89031-84-5	(3-BROMOPROPDXY)-TERT-BUTYLDIMETHYLSILANE 97% IRRITANT; MOISTURE-SENSI	25.00 ml
89241-33-8	(1-(PHENYLSULFONYL)-1 H-INDOL-3-YLIMETHANOL	250.00 G
89-29-2	3-METHYL-1-(3'-SULFOAMIDOPHENYL)-5-PYRAZOLONE	25.00 G
89-29-2	3-METHYL-1-(3'-SULFOAMIDOPHENYL)-5-PYRAZOLONE >95% ASSAY METHOD: BY TI	25.00 g
89-32-7	1,2,4,5-BENZENETETRACARBOXYLIC DIANHYDRIDE	5.00 G
89-40-7	4-NITROPHTHALIMIDE	5.00 G
89466-08-0	2-HYDROXYBENZENEBORONIC ACID	5.00 G
89570-82-1	1-13-CHLORO-5-(TRIFLUOROMETHYL)-2-PYRIDYLIHYDRAZINE	1.00 G
89-57-6	5-AMINOSALICYLIC ACID	25.00 G
89-60-1	4-CHLORO-3-NITROTOLUENE 98+% BRN 511055; EINECS 201-922-8; HARMFUL; TS	25.00 g
89-61-2	2,5-DICHLORONITROBENZENE 99% IRRITANT	100.00 g
89615-42-9	2,3,5-TRI-O-BENZYL-BETA-L-ARABINOFURANOSE STORAGE TEMPERATURE: ROOM T	1.00 g
89615-42-9	2,3,5-TRI-O-BENZYL-BETA-L-ARABINO-FURANOSE CRYSTALLINE	500.00 mg
89616-40-0	BENZYL GLYCIDYL ETHER	25.00 ML
89-63-4	4-CHLORO-2-NITROANILINE	250.00 G
89641-18-9	2,4-DIMETHOXYPYRIMIDINE-5-BORONIC ACID	500.00 MG
89-66-9	4-CHLORO-2-ISOPROPYL-5-METHYLPHENOL 99% BRN 2084453; EINECS 201-930-1;	25.00 g
89-71-4	METHYL 2-METHYLBENZOATE	100.00 G
89-72-5	2-SEC-BUTYLPHENOL 99% BRN 1210026; CORROSIVE / HARMFUL; EINECS 201-933	100.00 g
89-72-5	2-SEC-BUTYLPHENOL	100.00 G
89-75-8	2,4-DICHLOROBENZOYL CHLORIDE 98% BRN: 608324; CORROSIVE; EC NUMBER: 20	5.00 g
89-75-8	2,4-DICHLORCRENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	5.00 g
89-77-0	2-AMINO-4-CHLOROBENZOIC ACID 98% BRN 743349; EINECS 201-938-5; IRRITAN	25.00 g
89-82-7	(R)-(+)-PULEGONE	1.00 G
89-83-8	THYMOL	500.00 G
89-83-8	THYMOL 98% IRRITANT	5.00 g
89-83-8	THYMOL 98+% HARMFUL; IRRITANT	100.00 g
89878-14-8	DI ETHYL(3-PYRIDYL)BORANE	10.00 G
89-92-9	2-METHYLBENZYL BROMIDE	25.00 G
89-92-9	ALPHA-BROMO-O-XYLENE >95% ASSAY METHOD: BY GC; CORROSIVE; LACHRYMATORY	25.00 g
89-93-0	2-METHYLBENZYLAMINE	5.00 G
89-95-2	2-METHYLBENZYL ALCOHOL	50.00
89-97-4	2-CHLOROBENZYLAMINE 95% CORROSIVE	25.00 g
89-98-5	2-CHLOROBENZALDEHYDE	100.00 G
89-98-5	2-CHLOROBENZALDEHYDE 99% IRRITANT	100.00 g
89-99-6	2-FLUOROBENZYLAMINE	1.00 G
90001-64-2	1-BENZOTHIOPHENE-2-SULFONYL CHLORIDE	1.00 G
90-00-6	2-ETHYLPHENOL 99% IRRITANT	5.00 g
9001-45-0	BETA-GLUCURONIDASE TYPE H-2	25.00 ML
9001-62-1	LIPASE	25.00 G
90-01-7	2-HYDROXYBENZYL ALCOHOL 97%	25.00 g
9002-89-5	POLY(VINYL ALCOHOL)	500.00 G
90-04-0	0-ANISIDINE	100.00 G
90-04-0	0-ANISIDINE 99+% CANCER SUSPECT AGENT; IRRITANT	100.00 g
9004-32-4	CARBOXYMETHYLCELLULOSE SODIUM SALT	500.00 G
9004-34-6	CELLULOSE	1.00 G
9004-67-5	METHYL CELLULOSE	100.00 G
9004-74-4	POLY(ETHYLENE GLYCOL) METHYL ETHER	250.00 G
9004-74-4	METHOXPOLYETHYLENE GLYCOL	250.00 G
90-05-1	2-METHOXYPHENOL	250.00
9012-76-4	CHITOSAN COARSE GROUND FROM CRAB OR SHRIMP SHELLS; HIGH MOLECULAR WEI	50.00 g
90-15-3	1-NAPHTHOL 99% BRN 1817321; EINECS 201-969-4; HARMFUL I IRRITANT; RTEC	100.00 g
9016-18-6	ESTERASE	20.00 KU
90-16-4	1,2,3-BENZOTRIAZIN-4(3H)-ONE 98% IRRITANT	5.00 g
9017-40-7	POLY(4-VINYLPYRIDINE)	50.00 G
90-24-4	2-HYDROXY-4,6-DIMETHOXYACETOPHENONE	5.00 G
9037-24-5	AMBERLYST(R) 15 ION-EXCHANGE RESIN	500.00 G

90-41-5	2-AMINOBIIPHENYL	25.00 G
90-41-5	2-AMINOBIIPHENYL 97% CONTAINS <0.1% 4-AMINOBIIPHENYL (CAS 92-67-1), AN 0	25.00 g
90-43-7	2-PHENYLPHENOL 99% BRN 606907; EINECS 201-993-5; IRRITANT; RTECS DV577	250.00 g
9049-93-8	AMBERLYST(R) A-21 ION-EXCHANGE RESIN EC NUMBER: EINECS; IRRITANT; WEA	250.00 g

90601-08-4	2-(TRIPHENYLPHOSPHORANYLIDENE)BUTYRALDEHYDE	5.00 G
90719-32-7	(S)-(-)-4-BENZYL-2-OXAZOLIDINONE 99%	25.00 g
90719-32-7	(S)-(-)-4-BENZYL-2-OXAZOLIDINONE	100.00 G
90721-27-0	1-BENZOFURAN-5-CARBOXYLIC ACID	250.00 MG
90734-55-7	4-TERT-BUTYLPHENOXYACETYL CHLORIDE	10.00 G
90-80-2	D-GLUCONIC ACID LACTONE	100.00 G
90-82-4	(+)-PSEUDOEPHEDRINE	50.00 G
90-90-4	4-BROMOBENZOPHENONE	25.00 G
91-00-9	AMINODIPHENYLMETHANE 97% IRRITANT	25.00 g
91-13-4	ALPHA,ALPH/V-DIBROMO-0-XYLENE	5.00 G
91-16-7	VERATROLE	1.00 KG
91-20-3	NAPHTHALENE	250.00 G
91-20-3	NAPHTHALENE 98% BRN 1421310; CARBOXYLIC ACIDS REACT WITH ALKYL, ALKENY	100.00 g
91-21-4	1,2,3,4-TETRAHYDROISOQUINOLINE	25.00 G
91-21-4	1,2,3,4-TETRAHYDROISOQUINOLINE 96% IRRITANT	25.00 g
91323-12-5	4-TETRADECYLANILINE 97% IRRITANT	25.00 g
91339-74-1	2-AMINO-4-TERT-AMYLPHENOL 97% IRRITANT	25.00 g
91-53-2	ETHOXYQUIN =>75% BIOCHEMIKA; INCREASED SYNTHESIS OF GLUTATHIONE S-TRAN	50.00 ml
91-56-5	SATIN 98% CHROMATOGRAPHIC SPRAY REAGENT FOR AMINO ACIDS; TOXIC	100.00 g
91-59-8	BETA-NAPHTHYLAMINE	1.00 G
91-59-8	2-AMINONAPHTHALENE 95% AVAILABILITY MAY BE AFFECTED BY REGULATIONS; CA	1.00 g
91-60-1	2-THIONAPHTHOL 98+% BRN 636389; EINECS 202-082-5; HARMFUL / IRRITANT /	10.00 g
91-61-2	6-METHYL-1,2,3,4-TETRAHYDROQUINOLINE	10.00 G
91-62-3	6-METHYLOUINOLINE	25.00 G
91-66-7	N,N-DIETHYLANILINE 98% HIGHLY TOXIC; IRRITANT	100.00 ml
91-68-9	3-(DIETHYLAMINO)PHENOL 97% IRRITANT	100.00 g
917-54-4	METHYLLITHIUM	100.00 ML
917-54-4	METHYLLITHIUM, AS COMPLEX WITH LITHIUM BROMIDE 1.4 M SOLUTION IN DIET	100.00 ml
917-64-6	METHYLMAGNESIUM IODIDE	100.00 ML
918-00-3	1,1,1-TRICHLOROACETONE	25.00 G
91983-14-1	2-BROMOMETHYLPHENYLBORONIC ACID	1.00
91983-26-5	4-(CYANOMETHYL)BENZENEBORONIC ACID	1.00 G
920-37-6	2-CHLOROACRYLONITRILE	5.00 G
920-39-8	ISOPROPYLMAGNESIUM BROMIDE	250.00 G
920-46-7	METHACRYLOYL CHLORIDE	5.00 ML
920-66-1	1,1,1,3,3,3-HEXAFLUORO-2-PROPANOL	25.00 G
92122-45-7	FMOC-D-LYS(BOC)-OH	5.00 G
92163-15-0	4-PHENOXYPHENYLACETONITRILE	5.00 G
923-06-8	BROMOSUCCINIC ACID	100.00 G
92333-25-0	4-PYRIDYLACETONITRILE HYDROCHLORIDE	5.00 G
92333-25-0	4-PYRIDYLACETONITRILE HYDROCHLORIDE 98% IRRITANT	5.00 g
924-44-7	ETHYL GLYOXALATE	100.00 ML
92-52-4	BIPHENYL	25.00
92-54-6	1-PHENYLPYPERAZINE	2.00 G
92-54-6	1-PHENYLPYPERAZINE 99% CORROSIVE; HIGHLY TOXIC	25.00 g
92-54-6	1-PHENYLPYPERAZINE 97% BRN 132157; EINECS 202-165-6; RTECS TM2625000;	25.00 g
925-90-6	ETHYLMAGNESIUM BROMIDE	100.00 ML
925-90-6	ETHYLMAGNESIUM BROMIDE 1.0 M SOLUTION IN TETRAHYDROFURAN; 100 AND 800	100.00 ml
926-39-6	2-AMINOETHYL HYDROGENSULFATE	100.00
92-69-3	4-PHENYLPHENOL 98% BRN 1907452; EINECS 202-179-2; IRRITANT; RTECS DV58	100.00 g
92748-09-9	2-BROMOBENZENESULPHONAMIDE 99% HARMFUL	1.00g
927-63-9	3-(DIMETHYLAMINO)ACROLEIN	5.00 G
927-68-4	2-BROMOETHYL ACETATE 97% CORROSIVE; LACHRYMATOR; MAY CONTAIN UP TO 3%	5.00 g
927-74-2	3-BUTYN-1-OL	5.00 G
92-84-2	PHENOTHIAZINE 98+% BRN: 143237; EC NUMBER: 2021965; EMPLOYED IN THE PR	25.00 g
928-51-8	4-CHLORO-1-BUTANOL	100.00 ML
928-51-8	4-CHLORO-1-BUTANOL BRN 1731408; EINECS 213-175-5; FLAMMABLE / HARMFUL	50.00 g
92-85-3	THIANTHRENE 97%	25.00 g
929-06-6	2-(2-AMINOETHOXY)ETHANOL 98% CORROSIVE	5.00 g
929-17-9	7-AMINOHEPTANOIC ACID	1.00G
92-95-5	4-BIPHENYLYL ISOCYANATE	1.00 G
929-59-9	2,2'-(ETHYLENEDIOXY)BIS(ETHYLAMINE)	100.00 ML
93-00-5	6-AMINO-2-NAPHTHALENESULFONIC ACID MONOHYDRATE	25.00 G
930-22-3	BUTADIENE MONOXIDE	5.00 G
93-02-7	2,5-DIMETHOXYBENZALDEHYDE	25.00 G
930-36-9	1-METHYLPYRAZOLE	25.00 G
930-37-0	GLYCIDYL METHYL ETHER	500.00 ML

93-03-8	3,4-DIMETHOXYBENZYL ALCOHOL	25.00 G
93-05-0	N,N-DIETHYL-1,4-PHENYLENEDIAMINE 97% HIGHLY TOXIC; IRRITANT	25.00 g
930-51-8	CYCLOPENTYLACETYLENE	5.00 G

930-68-7	2-CYCLOHEXEN-1-ONE 95+% HIGHLY TOXIC; VERSATILE ELECTROPHILE EMPLOYED	10.00 ml
930-69-8	BENZENETHIOL, SODIUM SALT 90% MOISTURE-SENSITIVE; TECH; TOXIC	10.00 g
930-88-1	N-METHYLMALEIMIDE	25.00 G
93-10-7	QUINALDIC ACID 98%	2.50 g
931-17-9	1,2-CYCLOHEXANEDIOL >98% ASSAY METHOD: BY GC; CIS- AND TRANS- MIXTURE;	25.00 g
93-11-8	NAPHTHALENE-2-SULFONYL CHLORIDE 99% BRN 641898; CORROSIVE / MOISTURE	25.00 g
93-11-8	2-NAPHTHALENESULFONYL CHLORIDE 99% CORROSIVE; MOISTURE-SENSITIVE	25.00 g
931-19-1	2-PICOLINE N-OXIDE	25.00 G
931-36-2	2-ETHYL-4-METHYLIMIDAZOLE	100.00 G
931-36-2	2-ETHYL-4-METHYLIMIDAZOLE 95% IRRITANT	5.00 g
931-48-6	CYCLOHEXYLACETYLENE	5.00
931-51-1	CYCLOHEXYLMAGNESIUM CHLORIDE	100.00 ML
931-53-3	CYCLOHEXYL ISOCYANIDE	1.00 G
931-53-3	CYCLOHEXYL ISOCYANIDE 98% BRN: 3662332; EC NUMBER: 2132387	1.00 g
932-22-9	4,5-DICHLORO-3-HYDROXYPYRIDAZINE 98% RTECS: UR6182000	25.00 g
932-32-1	2-CHLORO-N-METHYLANILINE	5.00 G
932-41-2	2,3-THIOPHENEDICARBOXALDEHYDE 97%	1.00 g
93-25-4	2-METHOXYPHENYLACETIC ACID	5.00 G
932-62-7	3-ACETYL-1-METHYLPYRROLE >98% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PAC	25.00 ml
93267-04-0	N-(TERT-BUTOXYCARBONYL)-3-1000-L-ALANINE METHYL ESTER	1.00 G
932-95-6	2,5-THIOPHENEDICARBOXALDEHYDE	- 1.00 G
932-96-7	4-CHLORO-N-METHYLANILINE	10.00 G
93324-65-3	1-PYRENEMETHYLAMINE HYDROCHLORIDE 95% IRRITANT	5.00 g
93381-28-3	(R)-(-)-3-BROMO-2-METHYL-1-PROPANOL 97% IRRITANT	1.00 g
933-88-0	O-TOLUOYL CHLORIDE 99% CORROSIVE; EC NUMBER: 2132738; LACHRYMATOR	5.00 g
933-88-0	O-TOLUOYL CHLORIDE	5.00 G
933-88-0	O-TOLUOYL CHLORIDE 98+% BRN 507933; CORROSIVE I MOISTURE SENSITIVE; EI	100.00 g
933-90-4	3-HYDROXPICOLINAMIDE 98% IRRITANT	25.00 g
93-42-5	THIONALIDE FOR CU DETERMINATION	1.00 g
934-32-7	2-AMINOBENZIMIDAZOLE 98+% BRN 116525; EINECS 213-280-6; FOR A REVIEW 0	25.00 g
934-32-7	2-AMINOBENZIMIDAZOLE 97% IRRITANT	25.00 g
934-34-9	2-HYDROXYBENZOTHAZOLE 98%	25.00 g
934-60-1	6-METHYLPICOLINIC ACID >98% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; GUA	5.00 g
93-48-1	2,5-DIMETHYLBENZYLAMINE	1.00 G
93-51-6	2-METHOXY-4-METHYLPHENOL	10.00 G
93-51-6	2-METHOXY-4-METHYLPHENOL >98% ASSAY METHOD: BY GC; IRRITANT	25.00 ml
93-55-0	PROPIOPHENONE	250.00 ML
93-58-3	METHYL BENZOATE	25.00 G
936-02-7	2-HYDROXYBENZHYDRAZIDE	25.00 G
936-49-2	2-PHENYL-2-IMIDAZOLINE 98+%	5.00 g
936-52-7	4-(1-CYCLOPENTEN-1-VMORPHOLINE 96% BRN: 117154; EC NUMBER: 2133160;	25.00 g
936-59-4	3-CHLOROPROPIOPHENONE	10.00 G
937-14-4	3-CHLOROPEROXYBENZOIC ACID	25.00 G
937-14-4	3-CHLOROPEROXYBENZOIC ACID 57-86%; BRN: 608317; EC NUMBER: 2133223; I	100.00 g
938-18-1	2,4,6-TRIMETHYLBENZOYL CHLORIDE	10.00 G
938-18-1	2,4,6-TRIMETHYLBENZOYL CHLORIDE 98+% PLEASE ASK FOR BULK PRICES (1KG-1	' 10.00 g
93-84-5	5-NITRO-2-BENZIMIDAZOLINONE 99% EINECS 202-282-2; HARMFUL; TSCA LISTED	1.00 g
938-71-6	4-CHLORO-2-NITROBENZYL CHLORIDE	2.00 G
938-73-8	2-ETHOXYBENZAMIDE 97%	5.00 g
939-26-4	2-(BROMOMETHYL)NAPHTHALENE 96% BRN 636546; CORROSIVE / KEEP COLD; EINE	25.00 g
939-52-6	4-CHLOROBUTYROPHENONE	5.00 G
939-54-8	BENZOIC ACID 2-BROMOETHYL ESTER	25.00 ML
939-87-7	TRANS-2-PHENYL-1-CYCLOPROPANECARBONYL CHLORIDE 90% CORROSIVE; LACHRYMA	1.00 g
939-90-2	TRANS-2-PHENYL-1-CYCLOPROPANECARBOXYLIC ACID	25.00 G
939-97-9	4-TERT-BUTYL BENZALDEHYDE	25.00 ML
94015-05-1	4-METHYLNICOTINIC ACID HYDROCHLORIDE	10.00 G
94021-22-4	1-(2-PYRIMIDYL)PIPERAZINE DIHYDROCHLORIDE 98% HYGROSCOPIC; IRRITANT	5.00 g
94-05-3	ETHYL (ETHOXYMETHYLENE)CYANOACETATE	100.00 G
94108-56-2	4-(TRIFLUOROMETHOXY)BENZENESULFONYL CHLORIDE	1.00 G
94-13-3	PROPYL-4-HYDROXYBENZOATE	100.00 G
94-13-3	N-PROPYL 4-HYDROXYBENZOATE	250.00 G
941-98-0	1'-ACETONAPHTHONE	5.00 G
942-01-8	1,2,3,4-TETRAHYDROCARBAZOLE 97% BRN 133771; COMMENT1: DEPROTONATION WI	25.00 g
94-20-2	CHLORPROPAMIDE APPROX 97%	25.00 g
942-24-5	METHYL INDOLE-3-CARBOXYLATE	25.00 G
94-24-6	TETRACAINE	25.00 G
	4'-TERT-BUTYL ACETOPHENONE	

94-27-1	4-TERT-BUTYLACETOPHENONE	5.00 G
94-36-0	BENZOYL PEROXIDE	100.00 G
94-48-4	2,4-DIMETHYLBENZYLAMINE 98% A 10% DISCOUNT IS APPLIED TO ANY ORDER FOR	5.00 g

94-60-0	DIMETHYL 1,4-CYCLOHEXANEDICARBOXYLATE	25.00 G
94-60-0	1,4-CYCLOHEXANEDICARBOXYLIC ACID DIMETHYL ESTER	500.00 G
94-67-7	SALICYLALDOXIME	100.00 G
94-68-8	N-ETHYL-O-TOLUIDINE	100.00 ML
94-68-8	N-ETHYL-O-TOLUIDINE 97% HIGHLY TOXIC; IRRITANT	100.00 ml
94695-48-4	2,3,4,5-TETRAFLUOROBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATOR	1.00 g
94-71-3	2-ETHOXYPHENOL 98% IRRITANT	5.00 g
94790-37-1	0-(1H-BENZOTRIAZOL-1-YL)-N,N,N',N'-TETRAMETHYLURONIUM HEXAFLUOROPHOSPHATE	25.00
94790-37-1	HBTU	5.00 G
947-91-1	DIPHENYLACETALDEHYDE 97%	25.00 g
94839-07-3	3,4-METHYLENEDIOXYPHENYLBORONIC ACID	5.00 G
94839-07-3	3,4-METHYLENEDIOXYBENZENE BORONIC ACID	1.00 G
94-85-9	2,5-DIETHOXYANILINE	25.00 G
94-85-9	2,5-DIETHOXYANILINE >96% ASSAY METHOD: BY GC	25.00 g
94-93-9	ETHYLENEBIS(SALICYLIMINE)	25.00 G
94-97-3	5-CHLOROBENZOTRIAZOLE	100.00 G
94-99-5	2A-DICHLOROBENZYL CHLORIDE	5.00 ML
95-14-7	1H-BENZOTRIAZOLE	100.00 G
95-14-7	BENZOTRIAZOLE	100.00 G
95-20-5	2-METHYLINDOLE	100.00 G
95-23-8	5-AMINOBENZIMIDAZOLINONE	
95-24-9	2-AMINO-6-CHLOROBENZOTHIAZOLE	5.00 G
95-25-0	CHLOROXAZONE	25.00
95-46-5	2-BROMOTOLUENE	25.00 G
95-46-5	2-BROMOTOLUENE 99% IRRITANT	25.00 g
954-81-4	N-(5-BROMOPENTYL)PHTHALIMIDE	5.00 G
95-50-1	O-DICHLOROBENZENE	5.00 ML
95-50-1	1,2-DICHLOROBENZENE	1.00 L
95-50-1	1,2-DICHLOROBENZENE 99% ANHYDROUS; EVAPN RESIDUE <0.0003%; PACKAGED UN	100.00 ml
95-51-2	2-CHLOROANILINE	250.00 ML
95-51-2	2-CHLOROANILINE 98% HIGHLY TOXIC; IRRITANT	100.00 ml
95-53-4	O-TOLUIDINE	5.00 G
95-53-4	O-TOLUIDINE 98% BRN 741981; EINECS 202-429-0; MERCK: 129674; POSSIBLE	250.00 g
95-53-4	O-TOLUIDINE 99+% CANCER SUSPECT AGENT; HIGHLY TOXIC	5.
95-54-5	12-PHENYLENEDIAMINE	50.00 G
95-54-5	1,2-PHENYLENEDIAMINE 98% BRN: 606074; DUPONT PRODUCT; EC NUMBER: 20243	5.00 g
95-55-6	2-AMINOPHENOL	5.00 G
95-57-8	2-CHLOROPHENOL	100.00 G
95-57-8	2-CHLOROPHENOL 98%	100.00 g
95-64-7	3,4-DIMETHYLANILINE 98% HIGHLY TOXIC; IRRITANT	100.00 g
95-65-8	3,4-DIMETHYLPHENOL 98+% BRN 1099267; EINECS 202-439-5; RTECS 2E6300000	100.00 g
956-61-6	1-(4-TERT-BUTYLBENZYL)-PIPERAZINE	5.00 G
95-66-1	2,4-DIMETHYLANILINE 98% BRN: 636243; EC NUMBER: 2024400; RTECS: ZE8925	250.00 ml
95-69-2	4-CHLORO-2-METHYLANILINE	100.00 G
95-69-2	4-CHLORO-2-METHYLANILINE 99% CANCER SUSPECT AGENT; TOXIC	5.00 g
95715-87-0	TERT-BUTYL (R)-(+)-4-FORMYL-2,2-DIMETHYL-3-OXAZOLIDINECARBOXYLATE 96%	1.00 g
95-74-9	2-CHLORO-4-AMINOTOLUENE 99% DUPONT PRODUCT	250.00 g
95-76-1	3,4-DICHLOROANILINE	250.00 G
95-77-2	3,4-DICHLOROPHENOL 99% BRN 1907693; EINECS 202-450-5; HARMFUL / IRRITA	5.00 g
95-78-3	2,5-DIMETHYLANILINE	100.00 ML
95-79-4	5-CHLORO-2-METHYLANILINE	100.00 G
95-81-8	2-CHLORO-5-METHYLANILINE 99% IRRITANT; TOXIC	5.00 g
95-82-9	2,5-DICHLOROANILINE	50.00 G
95-83-0	4-CHLORO-1,2-PHENYLENEDIAMINE	25.00 G
95-84-1	2-AMINO-P-CRESOL 97% IRRITANT	50.00 g
95-87-4	2,5-DIMETHYLPHENOL	100.00 G
95-92-1	DIETHYL OXALATE	25.00 G
95-95-4	2,4,5-TRICHLOROPHENOL 98+% 2,4,5-TRICHLOROPHENYL ESTERS ARE MORE REACT	10.00 g
960-16-7	TRIBUTYLPHENYL TIN 97% BRN: 3610571; IRRITANT	10.00 g
96-09-3	STYRENE OXIDE	5.00 G
96-09-3	STYRENE OXIDE 97% CANCER SUSPECT AGENT; CORROSIVE	5.00 g
96-11-7	1,2,3-TRIBROMOPROPANE 97% IRRITANT; RTECS: TZ8300000	5.
96-11-7	1,2,3-TRIBROMOPROPANE	25.000
96-15-1	2-METHYLBUTYLAMINE 97+% CORROSIVE; FLAMMABLE LIQUID	25.00 g
96-17-3	2-METHYLBUTYRALDEHYDE	50.00 G
96-17-3	2-METHYLBUTYRALDEHYDE 95% FLAMMABLE LIQUID; IRRITANT 2274764 OPT	50.00 g

96-22-8	2-AMINO-1-BUTANOL 97% BRN, 171929, CORROSIVE, EC NUMBER: 227704, C11	100.00 ml
96-24-2	3-PENTANONE 96% EVAPN RESIDUE <0.0005%; GLASS DISTILLED; HPLC GRADE; P	25.00 ML
96-26-4	3-CHLORO-1,2-PROPANEDIOL	25.00 G
	DIHYDROXYACETONE	

96-26-4	DIHYDROXYACETONE CRYSTALLINE; STORAGE TEMPERATURE: 0 DEG C	25.00 g
96-32-2	METHYL BROMOACETATE	4.00
96-33-3	METHYL ACRYLATE	1.00 L
96-33-3	ACRYLIC ACID METHYL ESTER	25.00 ML
96-35-5	METHYL GLYCOLATE 98% BRN: 1699571; EC NUMBER: 2025027	5.00 g
96-45-7	2-IMIDAZOLIDINETHIONE	250.00 G
96-47-9	2-METHYLTETRAHYDROFURAN	2.00 L
96-50-4	2-AMINOTHIAZOLE	100.00 G
96-53-7	2-MERCAPTOTHIAZOLINE 98% TOOL FOR HIGHLY SELECTIVE CHIRAL SYNTHESSES OF	5.
96543-75-8	5-(TERT-BUTYL)-2-METHYLFURAN-3-CARBONYL CHLORIDE 97%	250.00 mg
96-67-3	4-NITRO-2-AMINOPHENOL-6-SULFONIC ACID	10.00 G
96-80-0	2-(DIISOPROPYLAMINO)ETHANOL	100.00 ML
96-96-8	4-METHOXY-2-NITROANILINE	100.00 G
97004-04-1	5-(AMINOMETHYL)-2-CHLOROPYRIDINE	5.00
97004-04-1	5-AMINOMETHYL-2-CHLOROPYRIDINE 98% CORROSIVE	1.00 g
97165-77-0	3,5-DIBROMOBENZONITRILE	1.00 G
97-53-0	EUGENOL	10.00
97-54-1	ISOEUGENOL >97% ASSAY METHOD: BY GAS CHROMATOGRAPHY; CIS- AND TRANS- M	25.00 g
97-56-3	FAST GARNET GBC BASE 97% CANCER SUSPECT AGENT; LAMBDA MAX 491 NM; TOXIC	100.00 g
97-65-4	ITACONIC ACID	1.00 KG
97674-02-7	TRIBUTYL(1-ETHOXYVINYL)TIN 97% ALSO USED TO CONVERT ACID CHLORIDES TO	25.00 g
97-72-3	ISOBUTYRIC ANHYDRIDE	500.00 ML
97936-43-1	2-(METHYLTHIO)NICOTINYL CHLORIDE 98% CORROSIVE; HARMFUL; MOISTURE-SENS	5.00 g
97936-43-1	2-(METHYLTHIO)NICOTINYL CHLORIDE	5.00 G
97-94-9	TRIETHYLBOFANE	100.00 ML
98-00-0	FURFURYL ALCOHOL	50.00 G
98-00-0	FURFURYL ALCOHOL 98% BRN 106291; EINECS 202-626-1; HARMFUL; RTECS LU91	100.00 ml
98015-45-3	2-TERT-BUTYLIMINO-2-DIETHYLAMINO-1,3-DIMETHYLPERHYDRO-1,3,2-DIAZA-PHOS	1.00 ml
98-03-3	2-THIOPHENECARBOXALDEHYDE	25.00 G
98-03-3	2-THIOPHENECARBOXALDEHYDE 98% BRN: 105819; EC NUMBER: 2026298; RTECS:	25.00 g
98-08-8	ALPHA,ALPHA,ALPHA-TRIFLUOROTOLUENE	500.00 ML
98-09-9	BENZENESULFONYL CHLORIDE 99% CORROSIVE; MOISTURE-SENSITIVE; USEFUL REA	5.00 g
98-09-9	BENZENESULFONYL CHLORIDE	25.00 G
98-09-9	BENZENESULFONYL CHLORIDE 99% AVAILABLE IN USA AND EUROPE; MOISTURE SEN	10.00 ml
98-10-2	BENZENESULFONAMIDE	100.00 G
98-16-8	3-AMINOBENZOTRIFLUORIDE	50.00 G
98-16-8	3-(TRIFLUOROMETHYL)ANILINE 99+% HIGHLY TOXIC; IRRITANT	100.00 g
98-17-9	3-HYDROXYBENZOTRIFLUORIDE 98% BRN 2045663; EINECS 202-645-5; IRRITANT;	6.00 g
98-17-9	ALPHA,ALPHA,ALPHA-TRIFLUORO-M-CRESOL	100.00 G
98-18-0	3-AMINOBENZENESULFONAMIDE 97% TSCA LISTED	5.00 g
98-29-3	4-TERT-BUTYLCATECHOL 97% BRN: 2043335; CORROSIVE; EC NUMBER: 2026539;	5.00 g
98-31-7	3,4-DICHLOROBENZENESULFONYL CHLORIDE	25.00 ML
98-31-7	3,4-DICHLOROBENZENESULPHONYL CHLORIDE 98% BRN 1956417; CORROSIVE / MOI	5.00 g
98327-87-8	RACEMIC-2,2-BIS(DIPHENYLPHOSPHINO)-1,1'-BINAPHTHYL	5.00 G
98349-22-5	2,4,5-TRIFLUOROBENZONITRILE	5.00 G
98432-80-5	DIISOPROPYL BROMOMETHYLPHOSPHONATE 97% BRN 4740388; CORROSIVE; UN 3265	5.00 g
98437-23-1	BENZOTHIOPHENE-2-BORONIC ACID	5.00 G
98437-23-1	BENZO[B]THIOPHENE-2-BORONIC ACID	1.00 G
98437-24-2	BENZOFURAN-2-BORONIC ACID	5.00 G
98-52-2	4-TERT-BUTYLCYCLOHEXANOL 99% BRN 1902277; CIS + TRANS; EINECS 202-676-	100.00 g
98-53-3	4-TERT-BUTYLCYCLOHEXANONE	25.00 G
98-54-4	4-TERT-BUTYLPHENOL	1.00 KG
98-54-4	4-TERT-BUTYLPHENOL 97% BRN 1817334; CORROSIVE; EINECS 202-679-0; RTECS	100.00 g
98546-51-1	4-(METHYLTHIO)PHENYLBORONIC ACID	5.00
98546-51-1	4-THIOANISOLEBORONIC ACID	14.00 G
98-58-8	4-BROMOBENZENESULPHONYL CHLORIDE 98+% ALCOHOLS ARE CONVERTED TO 4-BROM	10.00 g
98-59-9	P-TOLUENESULFONYL CHLORIDE	100.00 G
98-59-9	TOLUENE-4-SULFONYL CHLORIDE	100.00 G
98-59-9	P-TOLUENESULFONYL CHLORIDE 99+% CORROSIVE; LACHRYMATOR	100.00 g
98-59-9	P-TOLUENESULPHONYL CHLORIDE 98% BRN 607898; CORROSIVE / HYGROSCOPIC; D	100.00 g
98-60-2	4-CHLOROBENZENESULFONYL CHLORIDE	100.00 G
98-60-2	4-CHLOROBENZENESULFONYL CHLORIDE 97% CORROSIVE; MOISTURE-SENSITIVE	100.00 g
98-61-3	PIPSYL CHLORIDE	5.00 G
98-64-6	4-CHLOROBENZENESULFONAMIDE 98% IRRITANT	5.00 g
98-68-0	4-METHOXYBENZENESULFONYL CHLORIDE 98+% BRN 609005; CORROSIVE / MOISTU	25.00 G

98-68-0	4-METHOXYBENZENESULPHONYL CHLORIDE 98+% ALSO USED FOR PROTECTION OF TH	5.00g
98-74-8	4-NITROBENZENESULFONYL CHLORIDE	5.00G
98-79-3	(S)-(-)-2-PYRROLIDONE-5-CARBOXYLIC ACID	25.00 G

98-80-6	PHENYLBORONIC ACID	10.00
98-80-6	PHENYLBORONIC ACID 97% BRN: 970972; CONTAINS VARYING AMOUNTS OF PHENYL	10.00 g
98-80-6	PHENYLBORIC ACID 98+%	10.00 g
98-80-6	BENZENEBORONIC ACID 98+% ACTS AS A TEMPLATE FOR DIELS-ALDER REACTIONS,	10.00 g
98-82-8	CUMENE	1.00 L
98-86-2	ACETOPHENONE	100.00 G
98-88-4	BENZOYL CHLORIDE	100.00
98-88-4	BENZOYL CHLORIDE 99+% BRN: 471389; CORROSIVE; EC NUMBER: 2027108; RTEC	100.00 ml
98-89-5	CYCLOHEXANECARBOXYLIC ACID 98+%	25.00 g
98-92-0	NICOTINAMIDE >99% ASSAY METHOD: BY TITRIMETRIC ANALYSIS; GUARANTEED RE	500.00 g
98-95-3	NITROBENZENE	25.00 ML
98-95-3	NITROBENZENE 99%	1.00 I
98-96-4	PYRAZINAMIDE 99%	25.00 g
98-97-5	2-PYRAZINECARBOXYLIC ACID	25.00 G
98-97-5	2-PYRAZINECARBOXYLIC ACID 99%	25.00 g
98-98-6	2-PICOLINIC ACID 99% IRRITANT	100.00 g
99-03-6	Y-AMINOACETOPHENONE 97% 500 G AVAILABLE ONLY IN KIT; BRN: 386009; EC	25.00 g
99-03-6	T-AMINOACETOPHENONE	25.00 G
99-04-7	M-TOLUIC ACID	100.00 G
99-07-0	N,N-DIMETHYL-3-AMINOPHENOL >97% ASSAY METHOD: BY GAS CHROMATOGRAPHY; A	25.00 g
990-91-0	TETRABENZYL PYROPHOSPHATE =>99.0% BRN: 2068292; PURISS; PURITY ASSAY M	1.00 g
99-09-2	3-NITROANILINE	5.00 G
99-09-2	3-NITROANILINE 98% BRN 636962; EINECS 202-729-1; RTECS 8Y6825000; TOXI	50.00 g
99-11-6	CITRAZINIC ACID	25.00 G
99-11-6	CITRAZINIC ACID 97% BRN: 383736; EC NUMBER: 2027312; IRRITANT; RTECS:	25.00 g
99-27-4	DIMETHYL 5-AMINOISOPHTHALATE	25.00 G
99-33-2	3,4-DINITROBENZOYL CHLORIDE 98+% CORROSIVE; LACHRYMATOR	25.00 g
99-42-3	METHYL 4-HYDROXY-3-NITROBENZOATE	50.00 G
994-30-9	CHLOROTRIETHYLSILANE	25.00 G
99479-66-0	2,6-DICHLORO-4-(TRIFLUOROMETHOXY)ANILINE	5.00 G
99-48-9	L-CARVEOL NATURE IDENTICAL; ORGANOLEPTIC PROPERTIES: CARAWAY, SPEARMI	100.00 g
99-55-8	2-METHYL-5-NITROANILINE	100.00 G
99-59-2	2-METHOXY-5-NITROANILINE	100.00 G
99-61-6	3-NITROBENZALDEHYDE	100.00 G
99646-28-3	(R)-(+)-2,2,BIS(DI-P-TOLYL-PHOSPHINO)-1,1'-BINAPHTHYL 98% TECHNICAL N	1.00 g
99-65-0	1,3-DINITROBENZENE 97% BRN: 1105654; EC NUMBER: 2027768; HIGHLY TOXIC;	25.00 g
99662-46-1	TRIPHENYL(2-PYRIDYLMETHYL)PHOSPHONIUM CHLORIDE HYDROCHLORIDE	5.00 G
99724-19-3	3-(TERT-BUTOXYCARBONYLAMINO)PYRROLIDINE	5.00 g
99725-13-0	5-BROMO-2-FLUOROBENZYLAMINE HYDROCHLORIDE 99%	10.00 g
99-73-0	2N-DIBROMOACETOPHENONE 98% ALSO USEFUL IN THE ESTERIFICATION OF CARB	100.00 g
99-76-3	METHYL 4-HYDROXYBENZOATE	100.00 G
99783-23-0	2-METHYL-4,4,4-TRIFLUORO BUTYRIC ACID	1.00
99799-10-7	3-METHOXYCYCLOHEXANECARBOXYLIC ACID 97% IRRITANT; MIXTURE OF CIS AND T	5.00 g
99-81-0	2-BROMO-4'-NITROACETOPHENONE	10.00 G
99-81-0	2-BROMO-4'-NITROACETOPHENONE 95% CORROSIVE; LACHRYMATOR	50.00 g
998-40-3	TRI-N-BUTYLPHOSPHINE	25.00 ML
998-40-3	TRIBUTYLPHOSPHINE	100.00 G
99-85-4	GAMMA-TERPINENE	10.00
99857-72-4	1-(5-CHLOR-2-METHOXYPHENYL)-PIPERAZINE, HCL APPROX 96%	5.00 g
99-88-7	4-ISOPROPYLANILINE 99% IRRITANT	50.00 g
99-89-8	4-ISOPROPYLPHENOL	100.00 G
99-89-8	4-ISOPROPYLPHENOL 98% BRN 1363564; CORROSIVE / HARMFUL; EINECS 202-798	50.00 g
99-90-1	4'-BROMOACETOPHENONE	100.00 G
99-91-2	4'-CHLOROACETOPHENONE	5.00 G
99-91-2	4'-CHLOROACETOPHENONE 97% IRRITANT; LACHRYMATOR	5.00 g
99-92-3	4'-AMINOACETOPHENONE 99% BRN: 471493; EC NUMBER: 2028012; IRRITANT; RT	10.00 g
99-92-3	4'-AMINOACETOPHENONE 99% IRRITANT; TOXIC	10.00 g
99-93-4	4'-HYDROXYACETOPHENONE 99% HYGROSCOPIC; IRRITANT	500.00 g
99-96-7	4-HYDROXYBENZOIC ACID	1.00 KG
99-98-9	N,N-DIMETHYL-1,4-PHENYLENEDIAMINE	5.00 G
99-98-9	N,N-DIMETHYL-1,4-PHENYLENEDIAMINE 97% BRN: 508105; EC NUMBER: 2028075;	5.00 g
99-99-0	4-NITROTOLUENE 99% HIGHLY TOXIC; IRRITANT	500.00 g
999-97-3	1,1,1,3,3,3-HEXAMETHYLDISILAZANE	25.00 ML
999-97-3	1,1,1,3,3,3-HEXAMETHYLDISILAZANE 97% BRN: 635752; DOW CORNING(R) PRODU	100.00 ml
	(R)-N-BOC-2-AMINO-2-CYCLOHEXYL-PROPANOIC ACID CLASSIFICATION: BOC AMI	0.00 g
	5-BROMO-1-PENTANOL >90% ASSAY METHOD: BY GAS CHROMATOGRAPHY; PACKAGED	0.00 g
	4-BROMO-1-BUTANOL PACKAGED IN GLASS BOTTLES	0.00 g

(2,3-EPDXYPROPYL)BENZENE 98% BP 98-100 DEG/17MM; DENSITY: 1.020; FP 17

0.00 g

5-BROMO-1-PENTANOL

0.00 g

Fmoc-SER-BETA-LACTONE STORE AT-0 DEG C

0.00 g

2-(4-PYRIMIDYL)MALONDIALDEHYDE 95% MP 230 DEG C(DEC)	0.00 g
3-NITROPHENYLMETHANESULFONYL CHLORIDE 95% MP: 95-100 DEG C	0.00 g
TIMTEC-BB SBB004115	0.00 g
BIONET-BB 1Y-0816 LOOP: .406; MP: 128 - 130	0.00 g
3-FUFtALDEHYDE DIETHYL ACETAL 98% HARMFUL; RI 1.4430	0.00 g
ETHYL 2-ACETOXY-2-(DIETHOXYPHOSPORYL)ACETATE BP: 100 DEG C/10-3 TORE;	0.00 g
2-CHLORO-2-DEOXY-D-GLUCOSE STORE AT -20 DEG C	0.00 g
2-METHOXY-6-METHYLANILINE 98% IRRITANT	0.00 g
SULFURIC ACID CONCENTRATION (NORMALITY): 0.998-1.002N; IN WATER; PLAS	4.00 I
(4R,5R)-(-)-0-1SOPROPYLIDENE-2,3-DIHYDROXY-1,4-BIS(P-TOSYL)BUTANE WHI	0.00 g
4-(TERT-BUTYL)BENZENESULPHONAMIDE 95%+	2.50 g
3-BROMOBENZENESULPHONAMIDE	2.50 g
3,5-DICHLOROBENZENESULPHONAMIDE 95%+	2.50 g
2,5-DIMETHOXYBENZENESULPHONAMIDE	2.50 g
1-BROMO-3-METHOXYPROPANE 98%	5.00 g
1,4-DIAMINOBUTANE DIHYDROCHLORIDE 98%	0.00 g
5-FLUORO-2-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATO	1.00 g
1-(3-CYANOPHENYL)-2-THIOUREA	1.00 g
TIGLIC ALDEHYDE =>97.0% BRN: 1698207; EC NUMBER: 2078330; FREE ACID AP	0.00 g
1-BUTANOL 99% BP: 117-118 DEG; EINECS: 200-751-6; FP: 35 DEG (95 DEG F	0.00 g
2-FLUORO-5-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATO	1.00 g
2-FLUORO-3-(TRIFLUOROMETHYOBENZOYL CHLORIDE 98% CORROSIVE; LACHRYMATO	1.00 g
CYCLOPROPYLMAGNESIUM BROMIDE 0.5M IN TETRAHYDROFURAN; CORROSIVE; FLAM	25.00 ml
AMMONIUM HYDROXIDE ASSAY (AS NH3): 28.0-30.0%; GLASS BOTTLE; GUARANTE	5.00 I
CHLOROACETALDEHYDE 45% W/W IN WATER; EINECS: 203-472-8	0.00 g
METHYL 2-FLUOROBENZOATE 98% EC NUMBER: 2068940; TSCA LISTED	5.00 g
AMINOBENZYLDMETHYLAMINE MIXTURE OF ISOMERES; PILOT PRODUCT	0.00 g
2,2,2-TRICHLOROACETIMIDIC ACID ALLYL ESTER 98.0% STORAGE CONDITIONS: R	10.00 g
6-AMINOBENZOTHAZOLE 97% IRRITANT; RTECS: DL1050200	10.00 g
ETHYL 3-AMINOBENZOATE 97% IRRITANT	0.00 g
CUMENE 99% EINECS: 202-704-5	0.00 g
PINACOL 99% BP: 171-172 DEG C; MP: 38-42 DEG C	0.00 g
NAPHTHALENE 98% EINECS: 202-049-5; MP: 80-82 DEG C	0.00 g
GLYCIDYL METHYL ETHER 85%	0.00 g
1-(2-METHOXYETHYL)PIPERAZINE 97% ABSORBS CO2 FROM AIR; DENSITY: 0.970;	0.00 g
1-(2-METHYLPROPYL)-4-PIPERIDONE 97% BP DEG C: 220-220; FP 200 DEG F(93	0.00 g
BENZENE BALANCE: NITROGEN; CGA 350; CONCENTRATION RANGE: 10 PPM TO 99	0.00 g
BENÉ	0.00 g
BENZALDEHYDE 98% DELIVERY TIME: 6 WEEKS	0.00 g
DENÉ	0.00 g
ANILINE 99% BP: 183-184 DEG C; EINECS: 200-539-3	0.00 g
4'(IMIDAZOL-1-YL)ACETOPHENONE 97% AVAILABLE IN USA AND EUROPE	0.00 g
NAPHTHALENE-1-SULFONYL CHLORIDE 99%	0.00 g
DIETHYLENE GLYCOL MONOMETHYL ETHER 99% BRN: 1697812; EC NUMBER: 203906	1.00 I
3,4-DIMETHYLBENZYL CHLORIDE 70% CORROSIVE; LACHRYMATOR; REMAINDER 2,3-	5.00 g
4-CYANOQUINUCRIDINE	5.00 g
N,N-DIMETHYL-1,3-PHENYLENEDIAMINE DIHYDROCHLORIDE 99% BRN: 3694384; EC	0.00 g
4-AMINO-2-FLUOROBENZOTRIFLUORIDE DEVELOPMENT PRODUCT FOR PHARMACEUTIC	0.00 g
6-CHLORO-N-HYDROXYBENZOTRIAZOL 98%	0.00 g
BENZYL ALCOHOL	0.00 g
FMOC-D-TRP(BOC)-ON STORAGE TEMP: -15 DEG C	0.00 g
PYRROLE-3-CARBOXYLIC ACID AVAILABLE IN USA AND EUROPE	500.00 mg
3-METHYLPICOLINIC ACID 97% IRRITANT	1.00 g
3-AMINO-4-HYDROXYBENZENESULFONIC ACID MONOHYDRATE 98%	250.00 g
'DIMETHYLAMINOPYRIDINE' ON POLYSTYRENE	25.00 G
DL-ASPARAGINE, MONOHYDRATE	25.00 G
DL-LYSINE MONOHYDRATE	25.00 G
(AMINOMETHYL)POLYSTYRENE	5.00 G
DL-ARGININE HYDROCHLORIDE MONOHYDRATE	25.00 G
D-CYSTEINE HYDROCHLORIDE, MONOHYDRATE	5.00 G
MESOTARTARIC ACID MONOHYDRATE	5.00 G
DL-ASPARAGINE, MONOHYDRATE 99+% ASSAY METHOD: BY TITRIMETRIC ANALYSIS	25.00 g
3-AMINO-L-TYROSINE DIHYDROCHLORIDE MONOHYDRATE 99%	5.00 g
4-AMINO-L-PHENYLALANINE HYDRATE	1.00 G
2-(DIBENZYLAMINO)-4e-HYDROXY-3'-METHOXYACETOPHENONE HYDROCHLORIDE	5.00 G
3-ETHOXYPHENYLBORONIC ACID MAY CONTAIN UP TO 15% ANHYDRIDE	5.00 g
L-CYSTEINESULFONIC ACID MONOHYDRATE	1.00 G

DL-ALPHA-HYDROXYCAPROIC ACID

METHYL 4-METHOXYCARBOXYLBENZOYLACETATE

METHYL 5-BROMONICOTINOYLACETATE

5.00 G

1.00 G

2.00 G

METHYL 4-TRIFLUOROMETHYLBENZOYLACETATE	2.00 G
3,3,3-TRIFLUORO-1-PHENYL-1,2-PROPANEDIONE HYDRATE	250.00 MG
DL-ALPHA-HYDROXYCAPROIC ACID 95-98% CRYSTALLINE	5.00 g
GLYCYL-L-GLUTAMINE MONOHYDRATE 99%	25.00 g
3-CHLORO-4-FLUOROBENZENE BORONIC ACID	5.00 G
METHYL 2,2-DIMETHYLACETOACETATE	5.00 G
L-LEUCYL-L-ALANINE HYDRATE >95% ASSAY METHOD: NON AQUEOUS TITRATION	1.00 g
4,5-DIBROMOTHIOPHENE-2-CARBOXALDEHYDE	25.00 G
D-CYSTEINE HYDROCHLORIDE, MONOHYDRATE 98+% ASSAY METHOD: BY TITRIMETR	5.00 g
4-NITRO-DL-PHENYLALANINE HYDRATE	5.00 G
3-CHLORO-4-FLUOROBENZENE BORONIC ACID 99% MAY CONTAIN VARYING AMOUNTS 0	5.00 g
DL-ARGININE HYDROCHLORIDE MONOHYDRATE 98+%	25.00 g
DIETHYL (BENZOTRIAZOL-1-YL)IMINOMALONATE 98%	25.00 g
2,6-DIFLUOROMANDELIC ACID	1.00 G
ETHYL 5-CHLOROTHIOPHENE-2-CARBOXYLATE 98+%	25.00 g
METHYL 2,2-DIMETHYLACETOACETATE 99%	5.00 g
DL-LYSINE MONOHYDRATE 98+%	25.00 g
4-HYDROXYMANDELIC ACID MONOHYDRATE	100.00 G
2,3-DICHLOROTHIOPHENE-5-SULPHONYL CHLORIDE 97%	5.00 g
ALPHA-METHYL-DL-GLUTAMIC ACID HYDRATE CRYSTALLINE	5.00 g
3,3,3-TRIFLUORO-1-PHENYL-1,2-PROPANEDIONE HYDRATE 98%	1.00 g
4,5-DIBROMOTHIOPHENE-2-CARBOXALDEHYDE 98% PLEASE ASK FOR BULK PRICES	25.00 g
2-(DIBENZYLAMINO)-4'-HYDROXY-3'ETHCMACETOPHENONE HYDROCHLORIDE 97%	5.00 g
4-NITRO-DL-PHENYLALANINE HYDRATE 98% MAY CONTAIN UP TO 1 MOLE WATER OF	5.00 g
2-(BENZYLMETHYLAMINO)-4'-HYDROXY3'-METHOXYACETOPHENONE HYDROCHLORIDE	5.00 g
4-AMINO-L-PHENYLALANINE HYDRATE 98%	1.00 g
8-BROMOGUANOSINE DIHYDRATE	25.00 g
(+/-)-2-HYDROXY-2-PHENYLPROPIONIC ACID 98+%	5.00 g
(-)-3-(3,4-DIHYDROXYPHENYL)-2-METHYL-L-ALANINE SESQUIHYDRATE 99%	5.00 g
D-LYSINE HYDRATE 97%	5.00 g
4-NITRO-L-PHENYLALANINE MONOHYDRATE >99% PURUM	5.00 g
3-PHENYL SERINE MONOHYDRATE >99% PURISSIMUM	50.00 g
4-AMINO-DL-PHENYLALANINE HYDRATE 97%	5.00 g
3,4-DIFLUOROMANDELIC ACID	1.00 g
2,6-DIFLUOROMANDELIC ACID TECH	1.00 g
2,3-DIFLUOROMANDELIC ACID 97%	1.
2,5-DIFLUOROMANDELIC ACID 97%	1.00 g
4-HYDROXYMANDELIC ACID MONOHYDRATE 97%	100.00 g
DL-TARTARIC ACID HYDRATE 99.5%	500.00 g
3'-BROMO-4'-FLUOROPROPIOPHENONE 98%	25.00 g
D-HISTIDINE HYDROCHLORIDE MONOHYDRATE 99%	5.00 g
3-CYANO-5-(3-TRIFLUOROMETHYLPHENYL)-2(1H)-PYRIDONE A SURCHARGE OF 2.0	500.00 mg
3',5'-BIS(TRIFLUOROMETHYL)-2-BROMOACETOPHENONE 95+%	1.00 g
2,5-DIFLUOROPHENYLTHIOUREA	1.00 G
	25.00 MG
1,1,1-TRICHLORO-2-PROPANOL	
8-FORMYL-7-METHOXY-1,4-DIOXA-8-AZASPIROL(4.5)DECANE	1.00 G
(4-BROMO-2-TRIFLUOROMETHYLPHENYL)THIOUREA	1.00 G
4-CHLORO-3-TRIFLUOROMETHYLPHENYL THIOUREA	1.00 G
1-ETHYLCYCLOPENTANOL	25.00 MG
3-CHLORO-2-METHYLPHENYLUREA	5.00 G
6-CHLORO-4,5-DIAMINOPYRIMIDINE	250.00 MG
3,4,5-TRIAMINOPYRIDINE HYDROCHLORIDE	150.00 MG
1, 1,2,2,3,3-HEXAFLUORO-PROPANE-1,3-DIOL	25.00 MG
1-BROMO-3-CHLORO-2-METHYL PROPAN-2-OL	10.00 G
4-BROMO-2-CHLOROBENZONITRILE	5.00 G
METHYL 2-HYDROXY-2-METHYL-3-OXOPENTANOATE	1.00 G
2-HYDRAZINO-4-(TRIFLUOROMETHYL)PYRIMIDINE	1.00 G
3-(4-METHYLSULPHONYLBENZOYL)PROPIONIC ACID	5.00 G
4-CHLORO-3-METHYLPHENACYL BROMIDE	5.00 G
3(AND 4)-(VINYL BENZYL)-2-CHLOROETHYL SULFONE	5.00 G
2-FLUORO-5-(TRIFLUOROMETHYL)BENZAMIDE	5.00 G
4,5-DIAMINO-2-HYDROXYPYRIMIDINE SULFATE	1.00 GM
N-ISOPROPYL-N-PHENYL-P-PHENYLENE DIAMINE	3.00 G
2-METHYL-BENZOTHAZOLE-4,5-DIAMINE	150.00 MG
ETHYL N-(1,1-BIS(HYDROXYMETHYL)PROPYL)CARBAMATE	50.00 MG
	10.00 MG
2-METHYL-2-BUTANONE-1,3-DIOL	
2-METHYL-2-BUTANONE-1,3-DIOL HEXANECARBOXYLIC ACID	

TRANS-2-BENZOTETRAHYDROTHIOPHENE-3-CARBOXYLIC ACID

MAYBRIDGE RDR 03362	1.00 G
MAYBRIDGE RDR 03759	1.00
MAYBRIDGE RDR 02476	1.00

MAYBRIDGE NRB 05104	1.00
MAYBRIDGE NRB 04042	1.00
MAYBRIDGE KM 02723	1.00
MAYBRIDGE KM 03193	1.00
3-AMINO-3-PHENYL-1-PROPANOL	1.00 G
MAYBRIDGE BTB 11739	1.00
MAYBRIDGE KM 03880	1.00
MAYBRIDGE KM 00383	1.00
MAYBRIDGE NRB 04770	1.00
MAYBRIDGE RJC 01061	1.00
MAYBRIDGE S 04787	1.00
MAYBRIDGE S 11758	1.00
MAYBRIDGE SEW 04112	1.00
MAYBRIDGE RF 05484	1.00
ALPHA-BROMO-4-DIETHYLAMINOACETOPHENONE	1.00 G
2,5-BIS(TRIFLUOROMETHYL)BENZYL BROMIDE	5.00 G
2-AMINO-5-(METHYLTHIO)PHENOL	150.00 MG
5-AMINO-3-CHLORO-2,4-DIHYDROXYBENZOIC ACID	750.00 MG
3-AMINO-4-(2,5-BIS(TRIFLUOROMETHYL)PHENYL)-2(1H)-QUINOLINONE	150.00 MG
MAYBRIDGE BTB 04021	1.00
MAYBRIDGE RJC 01462	1.00
1-(4-BROMOPHENYL)ETHYL ISOCYANATE	1.00 G
MAYBRIDGE KM 00365	1.00
MAYBRIDGE KM 03387	1.00
MAYBRIDGE CD 00428	1.00
MAYBRIDGE BTB 10812	1.00
MAYBRIDGE BTB 05455	1.00
GLYOXYLIC ACID MONOHYDRATE 98%	100.00 g
ETHYL 4-HYDROXY-7-METHOXY-3-QUINOLINECARBOXYLATE DATE: 04/01/97 EDIT	250.00 mg
ALPHA-D-GLUCOSAMINE HYDROCHLORIDE 98+%	25.00 g
METHYL 3-TRIFLUOROMETHYLBENZOYLACETATE	2.00 G
4-METHOXYCYCLOHEXANOL	25.00 G
ETHYL-4-CHLORO-8-FLUOROQUINOLINE-3-CARBOXYLATE	250.00 MG
1-[3-(METHYLTHIO)PHENYL]-2-THIOUREA -	5.00 G
1-(3-CYANOPHENYL)-2-THIOUREA	5.00 G
1-(3-MORPHOLINOPROPYL)-2-THIOUREA	10.00 G
1-CYCLOHEXYL-3-PHENYL-2-THIOUREA 98%	25.00 g
ETHYL 2,6-DICHLORO-5-FLUORO-BETA-OXO-3-PYRIDINEPROPIONATE 98%	6.00 g
ALPHA-CHLORO-2-(TRIFLUOROMETHYL)BENZYL CHLOROFORMATE	5.00 G
H-DL-MET-OET HCL	5.00 g
CINNOLINE HYDROCHLORIDE HYDRATE 98% *	1.00 g
ETHYL-4-CHLORO-8-CYANO QUINOLINE-3-CARBOXYLATE	100.00 MG
ETHYL-4-CHLORO-8-CYANO QUINOLINE-3-CARBOXYLATE A SURCHARGE OF 2.00 US	500.00 mg
4-HYDROXYQUINAZOLINE 98%	25.00 g
2,4-01S(4-CHLOROPHENYL)-6-CHLOROPYRIDINE DATE: 04/01/97 EDITION: 97	250.00 mg
2-HYDRAZINO-4,6-BIS-TRIFLUOROMETHYLPYRIDINE A SURCHARGE OF 2.00 USD	500.00 mg
6-CHLORO-2-HYDRAZINOPYRIDINE A SURCHARGE OF 2.00 USD PER SAMPLE APPLI	500.00 mg
(METHOXYMETHYL)TRIPHENYLPHOSPHONIUM BROMIDE MIXTURE WITH SODIUM AMIDE	10.00 g
TRIFLUOROACETAMIDINE TECH	25.00 g
ABAMECTIN	100.00 MG
(2,3,5,6-TETRACHLORO-PYRIDIN-4-YL)-HYDRAZINE DATE: 04/01/97 EDITION	100.00 mg
5-CHLORO-ORTHO-TOLYLHYDRAZINE HYDROCHLORIDE DATE: 04/01/97 EDITION:	1.00 gm
4-METHYL-5-(2,2,2-TRICHLORO-ETHYL)-31-I-THIAZOL-2-ONE DATE: 04/01/97	25.00 mg
DIBENZOYL-L-TARTARIC ACID	25.00 G
METHYL 5-AMINOSALICYLATE	5.00 G
METHYL 4-FORMYL-3-NITROBENZOATE	5.00 G
THIOMORPHOLINE	5.00 G
METHYL 1-CYCLOPENTENE-1-CARBOXYLATE	10.00 G
THIOSEMICARBAZIDE	100.00 G
DI-BOC-CYSTAMINE	5.00 G
(TETRAHYDRO-2H-PYRAN-4-YL)METHANOL	5.00 G
4-(TRIFLUOROMETHYLTHIO)BENZOYL CHLORIDE	5.00 G
4-AMINO-3-NITROPYRIDINE	10.00 G
5-PHENYL-2-FURALDEHYDE	1.00 G
5-PHENYL-2-THIOPHENECARBOXALDEHYDE	1.00 G
4-PHENYL-2-THIOPHENECARBOXALDEHYDE	1.00 G
TERT-BUTYLDIMETHYL(2-PROPYNYLOXY)SILANE	25.00 ML

2-BROMO-4,5-DIFLUOROANISOLE	2.00 G
1-BROMO-2-(TRIFLUOROMETHOXY)BENZENE	1.00 G
3-AMINO-1-PROPANOL	100.00 G

((3-BENZYL-4-OXO-6-PHENYL-3,4-DIHYDROTHIENO[3,2-WYRIMIDIN-2-YL)THIOACETIC ACID	1.00 G
5-NITRO-2,3,3-TRIMETHYLINDOLENINE	25.00 KG
ETHYNYLTRIMETHYLSILANE	25.00
BORANE TETRAHYDROFURAN COMPLEX	100.00 ML
POTASSIUM ISOPROPDXIDE	25.00 ML
2-DICYCLOHEXYLPHOSPHINO-2',4W-TRIISOPROPYLBIPHENYL	5.00 G
2-CHLORO-1,1,1-TRIETHOXYETHANE	10.00 G
3-ETHYNYLANILINE	5.00 G
BENZENESULFINIC ACID SODIUM SALT	25.00 G
TITANIUM(III) SULFATE	100.00 ML
5-PHENYL-1H-1-PYRAZOL-3-YLAMINE	250.00 MG
BIS(TERT-BUTYLCARBONYLOXY)IODOBENZENE	5.00 G
PALLADIUM	50.00 G
2-(80C-AMINO) ETHYL BROMIDE	1.00 G
ETHYLLITHIUM	25.00 ML
3-AMINO-N,N-DIMETHYLBENZAMIDE	1.00 G
2-IODOXYBENZOIC ACID	10.00 G
N-(4-AMINOPHENYL)PIPERIDINE	1.00 G
4-AMINO-N,N-DIMETHYLBENZAMIDE	1.00 G
5-ETHYL-2-THIOPHENECARBOXALDEHYDE	2.00 G
D-(-)-TARTARIC ACID	100.00 G
1-(2-PHENYLETHYL)PIPERAZINE	1.00 G
2-(METHYLTHIO)ETHYLAMINE	5.00 G
1-BUTYLPYPERAZINE	5.00 G
5-AMINOTETRAZOLE	100.00 G
THIACLOPRID	100.00
CHLORFENAPYR	100.00
NITENPYRAM	100.00 MG
PYRIDABEN	250.00
PHENOTHRIN	100.00 MG
LUFENURON	100.00
METHYL-1H-1,2,4-TRIAZOLE-3-CARBOXYLATE	25.00 G
4-(1H-IMIDAZOL-1-YL)ANILINE	5.00 G
N-METHYL-P-TOLUIDINE	25.00 ML
SCANDIUM TRIFLUOROMETHANESULFONATE, POLYMER-BOUND	1.00 G
TRI-TERT-BUTYLPHOSPHINE TETRAFLUOROBORATE	5.00 G
1,2,3,4-TETRAHYDRO-5-AMINOISOQUINOLINE	5.00 G
6-CHLORO-3-PYRIDINECARBONITRILE	5.00 G
5-BROMOISOQUINOLINE	5.00 G
ALUMINUM OXIDE BASIC	1.00 KG
2,6-DICHLOROBENZOTHIAZOLE	1.00 G
2-CHLORO-6-METHYLBENZOTHIAZOLE	1.00 G
CUMENE HYDROPEROXIDE	100.00 ML
ANISALDEHYDE	0.00
2-CHLORO-5-AMINOMETHYLPYRIDINE	5.00 G
BISMUTH(III) TRIFLUOROMETHANESULFONATE	5.00 G
5-AMINO-1-PHENYLPYRAZOLE-4-CARBONITRILE	1.00 G
4-METHOXY-N-METHYLANILINE	1.00 G
3-METHOXY-N-METHYLANILINE	1.00 G
4-AMINO-1-BOC-PIPERIDINE	5.00 G
METHOXYAMINE HYDROCHLORIDE	25.00 G
6-AMINO-1,3-DIPROPYLURACIL	1.00 G
(R)-(-)-2-AMINO-1-PHENYLETHANOL	1.00 G
DI ETHYLENEGLYCOL DIACETATE	25.00 G
2-FLUORO-5-FORMYLPYRIDINE	5.00 G
(S)-(+)-1-AMINOTETRALINE	25.00 G
2,4,5-TRIPHENYLIMIDAZOLE	25.00 G
3-ETHYNYLTOLUENE	1.00 G
1-ETHYNYL-4-DIMETHYLANILINE	1.00 G
2-ETHYNYLANISOLE	1.00 G
4-ETHYNYLTOLUENE	5.00 G
4-ETHYNYLANISOLE	1.00 G
4-ETHYNYLBENZONITRILE	5.00 G
(S)-(+)-EPICHLOROHYDRIN	5.00 G
GLYCINE TERT-BUTYL ESTER HYDROCHLORIDE	5.00 G
SODIUM PHOSPHATE DIBASIC HEPTAHYDRATE	500.00 G
6-HYDROXY-3,4-DIHYDRO-2(1H)-QUINOLINONE	1.00 G

7-HYDROXY-3,4-DIHYDRO-2(1 H)-QUINOLINONE	1.00
(R)-1,4-DIOXASPIRO[4.5]DECANE-2-CARBOXALDEHYDE	1.00 G
5-CHLORO-5-DEOXYADENOSINE HYDRATE	1.00 G

3-BROMOTHIOANISOLE	1.00 G
2-DICYCLOHEXYLPHOSPHINO-2',4',6'-TRI-I-PROPYL-1,1'-BIPHENYL	500.00 MG
4-(TRIFLUOROMETHYL)CYCLOHEXANECARBOXYLIC ACID	1.00 G
4-PIPERIDINEMETHANOL	5.00 G
6-METHOXY-2-NAPHTHALENEBORONIC ACID	5.00 G
3-PIPERAZINOPROPIONITRILE	5.00 G
DOWEX(R) MONOSPHERE(R) 550A HYDROXIDE FORM	1.00 KG
POTASSIUM HEXACYANOFERRATE(II) TRIHYDRATE	100.00 G
5-BROMO-3-CYANOPYRIDINE	1.00 G
1-(4-TERT-BUTYLBENZYL)PIPERAZINE	5.00 G
4-ETHYLPHENETHYLAMINE	5.00 G
3-(METHYLTHIO)PROPYLAMINE	5.00 G
4-PROPYLBENZALDEHYDE	5.00 G
METHYL 2-PYRROLECARBOXYLATE	25.00 G
6-BROMO-2-PYRIDINE CARBOXALDEHYDE	10.00 G
2-CHLORO-N-METHYLBENZYLAMINE	5.00 G
I-ETHYNYL-3-FLUOROBENZENE	5.00 G
N-BENZYLHOMOPIPERAZINE	5.00 ML
4-MORPHOLINOPIPERIDINE	5.00 G
3-METHYL-1-BUTANOL	1.00 L
3-CHLORO-1-ETHYNYLBENZENE	1.00 G
4-ETHYNYLANILINE	1.00 G
3-HYDROXYPHENYLACETYLENE	1.00 G
3-ETHYNYLANISOLE	5.00 G
3-ETHOXYPHENYLBORONIC ACID	5.00 G
3-PROPDXYPHENYLBORONIC ACID	5.00 G
4-ISOPROPDXYPHENYLBORONIC ACID	10.00 G
3-ISOPROPDXYPHENYLBORONIC ACID	10.00 G
4-PROPYLPHENYLBORONIC ACID	10.00 G
3,5-DIMETHYL-4-METHOXYPHENYLBORONIC ACID	10.00 G
4-PROPDXYPHENYLBORONIC ACID	5.00 G
2-BROMO-4'-(TRIFLUOROMETHOXY)ACETOPHENONE	1.00 G
N-CARBOBENZYLOXY-L-LEUCINE	5.00 ML
L-ISOSERINE	1.00 G
BIS(2-METHOXYETHYL)AMINO-SULFUR TRI FLUORIDE	25.00 G
4-PYRIDYLAMIDOXIME	1.00 G
3-BROMO-2-FLUOROBENZONITRILE	1.00 G
5-AMINO-2-NITROBENZOIC ACID	5.00 G
4-METHOXYBENZYL BROMIDE	5.00 G
GRUBBS CATALYST 2ND GENERATION	100.00 MG
1-METHOXY-2-PROPANOL	25.00
3,4-DIFLUOROBENZENESULFONYL CHLORIDE	1.00 G
4-METHOXY-3-METHYLPHENYLBORONIC ACID	10.00 G
5-FLUORO-2-METHYLBENZENESULFONYL CHLORIDE	1.00 G
3-FLUORO-N-METHYLBENZYLAMINE	5.00 G
4-BROMO-2-METHYLTHIOPHENE	5.00 G
4-(THIOPHEN-3-YL)PHENOL	1.00 G
1-(4-TRIFLUOROMETHYLPHENYL)PIPERAZINE	5.00 G
4-BENZYLOXYIODOBENZENE	470.00 G
1-(2-METHOXYETHYL)PIPERAZINE	1.00 G
BORANE-PYRIDINE COMPLEX	100.00 G
TRANS-4-(DIMETHYLAMINO)-3-BUTEN-2-ONE	5.00 G
PROPENE-2-13C	5.00
(1,3-BIS-(2,4,6-TRIMETHYLPHENYL)-2-IMIDAZOLIDINYLDENE)DICHLORO(0- 1SOPROPDXYPHENYLMETHYLENE)RUTHENIUM	500.00 MG
2,3-DIMETHOXYPHENETHYLAMINE	5.00 G
5-BROMO-2-(TERT-BUTYLDIMETHYLSILYL)PYRIMIDINE	1.00 G
2-(TRIMETHYLSILYL)PYRIDINE	1.00 G
4-BIPHENYLMAGNESIUM BROMIDE	50.00 ML
2-(TERT-BUTYLDIMETHYLSILYL)-1-METHYL-1H-IMIDAZOLE	10.00 G
1-(3-BROMOBENZYL)-4-METHYLPIPERAZINE	1.00
2-FLUORO-4-METHOXYBENZALDEHYDE	25.00 G
2-FLUORO-5-METHOXYBENZALDEHYDE	5.00 G
3,4-DIMETHYLBENZALDEHYDE	5.00 G
Z-HIS(Z)-OH	5.00 G
METHYL 3-OXOTETRAHYDROTHIOPHENE-2-CARBOXYLATE	1.00 G
2,3-DIFLUORO-4-METHYLBENZALDEHYDE	

2,6-DIFLUORO-3-METHYLBENZALDEHYDE	5.00 G
4-CHLORO-3-FLUOROBENZALDEHYDE	5.00 G
2,4-DIMETHYL-THIAZOLE-5-CARBOXYLIC ACID HYDRAZIDE	1.00 G

2-METHYL-THIAZOLE-4-CARBOXYLIC ACID HYDRAZIDE	1.00 G
2-FLUORO-5-FORMYLBENZONITRILE	5.00 G
INDANYL-1-CARBOXYLIC ACID	5.00
(R)-(+)-N-BOC-3-AMINOPYRROLIDINE	1.00 G
4-CHLOROBENZYL BROMIDE	25.00 G
3,4-DIETHOXYBENZALDEHYDE	5.00 G
4-(1,1,2,2-TETRAFLUOROETHOXY)BENZALDEHYDE	5.00 G
THIANAPHTHENE-3-CARBOXALDEHYDE	5.00 G
2-FLUORO-3-METHOXYBENZALDEHYDE	5.00 G
2-FLUORO-5-(TRIFLUOROMETHYL)BENZALDEHYDE	10.00 ML
2-FLUORO-4-(TRIFLUOROMETHYL)BENZALDEHYDE	5.00 G
3-FLUORO-5-(TRIFLUOROMETHYL)BENZALDEHYDE	5.00 G
2,4,5-TRIFLUOROBENZALDEHYDE	5.00 G
2,3-DIHYDROBENZOFURAN-5-CARBOXALDEHYDE	5.00 G
6-METHOXY-3-PYRIDINECARBOXALDEHYDE	5.00 G
N,N-DIMETHYL-2-PIPERAZIN-1-YL-ACETAMIDE	5.00 G
SUPER-HYDRIDE(R)	100.00 ML
1-(TERT-BUTOXYCARBONYL)-5-CHLOROINDOLE	1.00 G
DI-N-BUTYLMAGNESIUM	100.00 ML
2-METHOXY-5-PYRIDINEBORONIC ACID	1.00 G
3-AMINO-2-ETHOXYCARBONYLPYRROLE HCL	1.00 G
2,8,9-TRISOBUTYL-2,5,8,9-TETRAAZA-1-PHOSPHABICYCLO[3.3.3]UNDECANE	1.00 G
2'-AMINOACETANILIDE	5.00 G
DECAHYDRONAPHTHALENE	500.00 ML
TERT-BUTYL 1-PIPERAZINECARBOXYLATE	5.00 G
2-FLUORO-5-IODOBENZONITRILE	5.00 G
4-IODOBENZYLOXYBENZENE	5.00 G
N-Z-0-BENZYL-L-THREONINE	1.00 G
4-ALLYLOXYBENZALDEHYDE	10.00 G
POLY(STYRENE-CO-DIVINYLBENZENE), AMINOMETHYLATED	5.00 G
METHYL 2-AMINOTHIOPHENE-3-CARBOXYLATE	5.00 G
2-AMINO-5-CYANOPYRIDINE	25.00 G
4-1(TRIMETHYLSILYL)ETHYNYLJBENZALDEHYDE	5.00 G
6-CHLORO-7-DEAZAPURINE	2.00 G
FURAN 99+% BP 32 DEG/758MM; BRN: 103221; CANCER SUSPECT AGENT; DENSITY	0.00 g
N-(TERT-BUTOXYCARBONYL)-4-BROMOANILINE	10.00 G
3-AMINOPHTHALIMIDE	1.00 G
METHYL CYCLOHEXANE	2.00 L
HEXAFLUMURON	100.00 MG
1-(4-METHOXYPHENYL)PIPERAZINE	1.00 G
4-PHENYLPYRIDINE	5.00 G
2-METHYLPHENETHYLAMINE	5.00 G
4-CHLORO-2-METHYLBENZYLAMINE	5.00 G
4-TERT-BUTYLBENZYLAMINE	5.00 G
1-ETHANESULFONYL-PIPERAZINE	5.00
4-METHYL-2-PENTANONE	1.00 L
ISOBUTYL ACETATE	1.00 L
5-METHOXY-2-METHYLBENZOTHIAZOLE	5.00 G
ETHYL 2-(2-METHYL-1,3-DIOXOLAN-2-YL)ACETATE	10.00 G
3-AMINOBENZOFURAN-2-CARBOXAMIDE	1.00 G
6-AMINOBENZOTHIAZOLE	5.00 G
DIETHYL 1-PHENYLETHYL PHOSPHONATE	10.00 G
3,5-DICHLORO-4-PYRIDINECARBONITRILE	5.00 G
3-AMINO-4-(METHYLTHIO)BENZOTRIFLUORIDE	1.00 G
4-BROMOPHENOXYACETIC ACID	5.00 G
AD-MIX-ALPHA	10.00 G
DIETHYL(3-BROMOPROPYL)PHOSPHONATE	5.00 ML
3-PYRIDINEBORONIC ACID	5.00 G
ISOPROPYLISOCYANIDE	500.00 MG
M-TOLUENESULFONYL CHLORIDE	25.00 G
3-FLUOROBENZENESULFONYL CHLORIDE	5.00 G
2-AMINO-4-CHLOROBENZENETHIOL	5.00 G
2,4-DIFLUORO-3-CYANOANILINE	0.00 g
4-(3-HYDROXYPROPYL)MORPHOLINE	1.00 G
2-BENZYLOXYANILINE	1.00 G
2,3-DIAMINO-5-CHLOROPYRIDINE	25.00 G

3-CHLORO-4-FLUOROBENZOYL CHLORIDE	5.00 G
ETHYL 5-BROMOTHIOPHENE-2-CARBOXYLATE	25.00 G
2,3-DIAMINO-5-BROMOPYRIDINE	25.00 G
3,5-DIFLUOROIODOBENZENE	5.00 G

5-CHLORO-2-FLUOROANILINE	10.00 ML
3-CHLORO-2-FLUOROANILINE	5.00 G
4-AMINOINDAN	5.00 G
3-(2-AMINOETHYL)PYRIDINE, DIHYDROBROMIDE	1.00 G
4-FLUORO-3-METHYLANILINE	5.00 G
4-CHLORO-3-METHYLANILINE	1.00 G
1-(N-METHYLPIPERIDIN-3-YL-METHYL)PIPERAZINE	1.00 G
1-(2-METHYLPROPYL)PIPERAZINE	1.00 G
2-(1-PIPERAZINYL)-3-PYRIDINECARBONITRILE	1.00 G
2-FLUORO-3-(TRIFLUOROMETHYL)PHENOL	1.00 G
4-(3,5-DIFLUOROPHENYL)-4-OXOBUTYRIC ACID	5.00 G
CETYLPYRIDINIUM BROMIDE HYDRATE	25.00 G
2-BROMO4'-CHLORO ACETOPHENONE	100.00
2-CHLOROMETHYL-4-METHOXY-3,5-DIMETHYLPYRIDINE HYDROCHLORIDE	25.00 G
PHENOXYACETONITRILE	25.00 ML
6-(TRIFLUOROMETHYL)NICOTINOYL CHLORIDE	1.00 G
4-METHOXYPHENYL ISOCYANIDE	1.00 G
2-BROMO-4'-CYANOACETOPHENONE	25.00 G
2,3-DIFLUOROBENZYLAMINE	5.00 G
1-(4-METHYLPHENYL)PIPERAZINE	5.00 G
METHYL 3,5-DICHLORO-4-HYDROXYBENZOATE HYDRATE	100.00 G
FMOC-ALA-BETA-CYCLOPROPYL-OH	1.00 G
FMOC-D-ALA-OH	1.00 G
FMOC-L-ALLYLGLYCINE	1.00 G
FMOC-BETA-(2-PYRIDYLK-ALANINE	1.00 G
3-(TRIFLUOROMETHYL)BENZOIC ACID HYDRAZIDE	2.00
MERCAPTOMETHYL, POLYMER-BOUND	5.00 G
(R)-(-)-EPICHLOROHYDRIN	25.00 G
PHOSPHORUS(V) CHLORIDE	100.00 G
RARECHEM AL BW 0161	250.00 MG
4-(TERT-BUTOXYCARBONYL)BENZOIC ACID	1.00 G
3-(TERT-BUTOXYCARBONYL)BENZOIC ACID	1.00 G
DIMETHYL DISULFIDE	25.00
N-B0C-2-NAPHTHALENESULFONAMIDE	1.00 G
3-TRIFLUOROMETHYLBENZENESULFONAMIDE	1.00 G
RARECHEM AL BO 1227	10.00 G
3,5-DICHLORO-4-HYDROXYBENZALDEHYDE	10.00 G
KNORR RESIN	25.00 G
2-BROMO-3-THIOPHENECARBOXYLIC ACID	5.00 G
1-ETHYNYL-1-CYCLOHEXANOL	100.00 ML
6-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)QUINOLINE	5.00 G
TRIMETHYLSILYLACRYLATE	25.00 G
FMOC-(S)-2-AMINO-4-TRITYLOXYBUTANOIC ACID	1.00 G
FMOC-BETA-(4-PYRIDYLK-ALANINE	1.00 G
3,4-DIMETHOXYPHENETHYL ISOCYANATE	5.00 G
3-PHENYLPROPYL ISOCYANATE	5.00 G
4-FLUOROPHENETHYL ISOCYANATE	5.00 G
ALLENYLTRIBUTYL TIN	1.00 G
4-PYRIDINEBORONIC ACID	25.00 G
PROPYL ACETATE	2.00 L
ISOPROPYL ACETATE	4.00 L
4-ETHYNYLPYRIDINE HYDROCHLORIDE	10.00 G
2-CYANOPHENYLBORONIC ACID	1.00 G
2-CHLOROADENOSINE, HEMIHYDRATE	1.00 G
1,3-BIS(2,4,6-TRIMETHYLPHENYL)IMIDAZOLIUM CHLORIDE	1.00 G
FMOC-ALPHA-T-BUTYLGLYCINE	1.00 G
BIS(DIBENZYLIDENEACETONE)PALLADIUM(0)	500.00 MG
1,3-BENZOTHAZOL-5-AMINE	1.00 G
FMOC-DAB(ALOC)-OH	5.00 G
4H-3-MERCAPTO-5(4-1-1YDROXYPHENYL)-[1,2,4]TRIAZOLE	1.00 G
FMOC-THR(TRT)-OH	5.00 G
DODECYL METHYL SULFIDE	5.00 G
3-ISOCYANATO-4-METHOXYBIPHENYL	5.00 G
4-CHLORO-2-PHENOXYPHENYL ISOCYANATE	5.00 G
FMOC-ABU-OH	5.00 G
1-METHYL-4-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)-1H PYRAZOLE	

2'-1000ACETOPHENONE	1.00 G
FMOC-SER(TRT)-OH	5.00 G
FMOC-L-LEU-OH	5.00 G
2-FLUOROBENZENESULFONYL CHLORIDE	1.00 G

3-MERCAPTO-5(4-CHLOROPHENYL)-11,2,4-TRIAZOLE	1.00 G
3-METHOXYBENZENESULFONYL CHLORIDE	1.00 G
1,3-DICHLOROISOQUINOLINE	1.00 G
7-NITROINDOLE	1.00 G
3-[(BENZYLOXYCARBONYL)AMINO]-1-PROPANAL	1.00 G
2-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)PHENOL	1.00 G
1-CYCLOHEXEN-1-YL-BORONIC ACID PINACOL ESTER	500.00 MG
4-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)PHENOL	1.00 G
TRANS-2-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)STYRENE	1.00 G
4,4,5,5-TETRAMETHYL-2-(1H-PYRAZOL-4-YL)-1,3,2-DIOXABOROLANE	1.00 G
3-BIPHENYLBORONIC ACID	5.00 G
4,5-BIS(DIPHENYLPHOSPHINO)-9,9-DIMETHYLBIPHENYLENE	5.00 G
ACETATO(2'-DI-T-BUTYLPHOSPHINO-1,1'-BIPHENYL-2-YL)PALLADIUM (II)	1.00 G
3-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)ANILINE	1.00 G
CYCLOPROPYLBORONIC ACID	1.00 G
PLATINUM	1.00 G
2-(4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLAN-2-YL)ANILINE	1.00 G
4-CHLOROBENZYLZINC CHLORIDE	50.00 ML
5-ACETYL-2-AMINO-4-METHYLTHIAZOLE	1.00 G
3-AMINOTHIOPHENE-2-CARBOXAMIDE	250.00 MG
2-AMINO-4-(P-TOLYL)-THIAZOLE	1.00 G
FMOC-1-AMINO-CYCLOPROPANE-1-CARBOXYLIC ACID	1.00 G
2-AMINO-4-PHENYLTHIAZOLE	1.00 G
5-AMINO-3,4-DIMETHYLISOXAZOLE	1.00 G
SEC-BUTYL ISOCYANATE	10.00 G
AMINOCARB	5.00 G
RAC-TRANS-NX-DIMETHYLCYCLOHEXANE-1,2-DIAMINE	5.00 ML
3-NITRO-P-TOLUNITRILE	25.00 G
HYDROFLUORIC ACID	500.00 G
AMBERLYST(R) A26 HYDROXIDE FORM	100.00 G
RHODIUM	1.00 G
2-CHLORO-N-BENZYLACETAMIDE	5.00 G
AURORA 15567	1.00
5-BROMO-2-METHOXYBENZENESULFONYL CHLORIDE	1.00 G
DIBUTYL BUTYLPHOSPHONATE	25.00 ML
MERCURY(II) PERCHLORATE HYDRATE	25.00 G
MERCURY(I) PERCHLORATE TETRAHYDRATE	50.00 G
4-HYDROXY-3-(TRIFLUOROMETHYL)BENZALDEHYDE	5.00
2-BENZYL-4-CHLOROPHENOL	25.00 G
4-CHLOROCATECHOL	1.00 G
VITRIDE(R), REDUCING AGENT	50.00 G
3-(4-METHOXYPHENOXY)PROPANE SULFONYL CHLORIDE	1.00 G
N-TERT-BUTOXYCARBONYL-(R)-(-)-3-PYRROLIDINOL	1.00 G
2,4,5-TRIHYDROXYBENZALDEHYDE	1.00 G
2-AMINO-5-(METHYLTHIO)-1,3,4-THIADIAZOLE	5.00 G
4-FLUOROBENZYL TRIPHENYL PHOSPHONIUM CHLORIDE	5.00 G
2-CHLORO-N-PHENYLACETAMIDE	25.00 G
MONO-METHYL ISOPHTHALATE	5.00 G
N-(TERT-BUTOXYCARBONYL)-(S)-(+)-3-PYRROLIDINOL	1.00 G
CYCLOHEXANEMETHYL ISOCYANATE	1.00 G
2-FORMYLTHIOPHENE-4-BORONIC ACID	1.00 G
TOLUENE-4-SULFONIC ACID DIBENZYL-ALPHA-YLIDENEHYDRAZONE	25.00 G
FMOC-4-iodo-L-PHENYLALANINE	1.00 G
4-BROMO-1,2-DIAMINOBENZENE	25.00 G
SODIUM DIHYDROGENPHOSPHATE	10.00 G
5-CHLORO-2-FURALDEHYDE	1.00 G
(6-BROMO-PYRIDIN-2-YL)METHANOL	5.00 G
ETHYL 4-ETHOXY-2-HYDROXYBENZOATE	1.00 G
TERT-BUTYLDIMETHYLSILYL BROMOACETATE	25.00 G
CYCLOHEXANE	100.00 ML
5-FLUORO-2,3-DIHYDRO-1H-ISOINDOLE	1.00 G
BUFFER SOLUTION	50.00 ML
2-ETHYLHEXANOIC ACID	100.00 ML
PERHYDROISOQUINOLINE	10.00 G
4-PIPERIDONE MONOHYDRATE HYDROCHLORIDE	50.00 G
100.00 G	
RANEY 2400 NICKEL	
2-ETHYL-2-METHYL-1-PROPANOL	

3,4-DICHLORO-N-METHYLELANILINE	100.0 G
FLORISIL	100.00 G
TRIMETHYL(TRIFLUOROMETHYL)SILANE	25.00 ML
5-FORMYL-2-FURANBORONIC ACID	5.00 G

4H-3-MERCAPTO-5(4-METHOXYPHENYL)-[1,2,4]TRIAZOLE	1.00 G
(4-BENZYLOXY)PHENYLACETIC ACID	1.00 G
NALPHA-(9-FLUORENYLMETHOXYCARBONYL)-L-ASPARAGINE	5.00 G
METHYL (S)-(-)-1-TRITYL-2-AZIRIDINECARBOXYLATE	5.00 G
(7-AZABENZOTRIAZOLE-1-YLOXY)TRIPYRROLIDINOPHOSPHONIUM HEXAFLUOROPHOSPHATE	5.00 G
PALLADIUM CALCIUM CARBONATE	10.00 G
3-FLUOROBENZOIC HYDRAZIDE	1.00 G
3,5-BIS(TRIFLUOROMETHYL)PHENYLBORONIC ACID	5.00 G
FLUORO-N,N,N,N,LTETRAMETHYLFORMAMIDIUM HEXAFLUOROPHOSPHATE	5.00 G
BROMOCRESOL GREEN	5.00 G
N-PROPYL-M-TOLUIDINE	25.00 G
5-BROMOINDOLINE	1.00 G
TETRAMETHYLAMMONIUM TRIACETOXYBOROHYDRIDE	10.00 G
4-BENZYLOXY-N-METHYLANILINE_	1.00 G
METHYL 2-AMINO-5-BROMOBENZOATE	25.00 G
LEAD(II) OXIDE	250.00 G
1,2-DICHLORO-4-IODOBENZENE	25.00 G
TRANS-2-TRIDECENAL	100.00G
DIETHYL 2-PHENYLETHYL PHOSPHONATE	10.00 G
TERT-BUTYLDIMETHYLSILYL GLYCIDYL ETHER	10.00 G
N,N-DIETHYL-2-HYDROXYACETAMIDE	5.00 G
N-METHYL-2-PYRROLECARBOXALDEHYDE	25.00 G
4-(2-TETRAHYDRO-2-H-PYRANOXY)PHENYLMAGNESIUM BROMIDE	50.00 ML
4-METHOXYBENZYL MAGNESIUM CHLORIDE	50.00 ML
DIPHENYLMETHYL ISOCYANATE	5.00 G
CYCLOHEPTYL ISOCYANATE	5.00 G
METHYL 4-ISOCYANATOBENZOATE	5.00 G
4'-BENZYLPHENYL ISOCYANATE	5.00 G
BOC-L-ASPARTIC ACID ALLYL ESTER	5.00 G
FMOC-ILE-OH	10.00 G
1-ALLYLPIPERAZINE	1.00 G
3-ETHYNYLTHIOPHENE	1.00 G
GRUBBS CATALYST, 1ST GENERATION	5.00 G
AMBERLYST(R) A21	250.00 G
4-MERCAPTOPHENOL	5.00 G
4'-CHLORO-3'-NITROACETOPHENONE	25.00 G
YTTERBIUM(III) TRIFLUOROMETHANESULFONATE HYDRATE	5.00 G
3-AMINO-4-CHLOROPYRIDINE	5.00 G
3-CHLORO-2-FLUORO-5-(TRIFLUOROMETHYL)BENZOYL CHLORIDE	1.00 G
COPPER(II) TETRAFLUOROBORATE HYDRATE	50.00 G
ETHYL 3-IODOBENZOATE	25.00 G
METHYL 3-BROMOBENZOATE	25.00 G
2-(2-THIENYL)ETHANOL 98% DELIVERY TIME: 6 WEEKS	0.00 g
2,3-DIFLUOROBENZYL ALCOHOL 98% DENSITY: 1.28	0.00 g
3-CHLORO-4-METHOXYBENZALDEHYDE	1.00 G
3-METHOXY-2-NAPHTHALENEMETHANOL	1.00 G
1-METHOXY-2-NAPHTHALENEMETHANOL	1.00 G
METHYL 1-CYCLOHEXENE-1-CARBOXYLATE	1.00 G
LITHIUM PHOSPHATE	100.00 G
LITHIUM PHOSPHATE MONOBASIC	100.00 G
3-METHOXY-2-NITROPYRIDINE	25.00 G
4-PROPARGYLTHIOMORPHOLINE-1,1-DIOXIDE	2.00
3-FLUORO-N-METHYLANILINE	1.00 G
3-HYDROXYPHENYLBORONIC ACID	10.00 G
1-(TERT-BUTYL)-3-METHYL-1H-PYRAZOL-5-YLAMINE	5.00 G
DEOXO-FLUOR(R)	50.00 ML
CIS-PROPENYLBORONIC ACID	5.00 G
1-METHYLINDOLE-2-CARBOXALDEHYDE	5.00 G
2-(TRIFLUOROMETHOXY)BENZALDEHYDE	1.00 G
D(+)-RAFFINOSE PENTAhydrate	25.00 G
4-METHYLTHIOPHENE-2-CARBOXYLIC ACID	5.00 G
2-PHENOXYPHENYLBORONIC ACID	10.00 G
4-PHENOXYPHENYLBORONIC ACID	5.00 G
4-HYDROXY-5-METHYL-3(2H)-FURANONE	5.00 G
1-THIAZOLE-2-YL-PIPERAZINE	1.00 G
	10.00 G
CERIUM(IV) TRIFLUOROMETHANESULFONATE HYDRATE	

1-(3,4-DICHLOROPHENYL)PIPERAZINE

HALPHA,ALPHA,ALPHA-TRIFLUORO-M-TOLYL)PIPERAZINE

1-CHLOROISOQUINOLINE

5.00 G

5.00 G

2-CHLOROQUINOXALINE	5.00 G
3,3,3-TRIFLUORO-1-PROPENE	10.00 G
3-CHLORO-4-HYDROXY-5-METHOXYBENZALDEHYDE	5.00 G
4-ETHOXYCARBONYLPHENYLBORONIC ACID	5.00 G
4-(HYDROXYMETHYL)PHENYLBORONIC ACID	10.00 G
4-BROMOBENZENESULFONIC ACID MONOHYDRATE	5.00 G
3-CARBOXYPHENYLBORONIC ACID	1.00 G
2-FLUORO-3-METHOXYPHENYLBORONIC ACID	1.00 G
3-ETHOXYCARBONYLPHENYLBORONIC ACID	1.00 G
3-ACETAMIDOPHENYLBORONIC ACID	1.00 G
3-FLUORO-4-METHOXYPHENYLBORONIC ACID	1.00 G
4-HYDROXYPHENYLBORONIC ACID	1.00 G
3,4-(METHYLENEDIOXY)PHENYLBORONIC ACID	1.00 G
2,6-DIFLUOROPHENYLBORONIC ACID	1.00 G
4-AMINO-2-CHLOROBENZOTRIFLUORIDE	1.00 G
1-(4-FLUOROBENZYL)PIPERAZINE	3.00 G
3-(2,6-DICHLOROPHENYL)PROPIONIC ACID	5.00 G
BENZOTHIOPHENE SULFONE-2-METHANOL	1.00 G
(S)-(-)-2-AMINO-2-METHYL-4-PENTENOIC ACID MONOHYDRATE 99+% AVAILABLE I	0.00 g
TRIPHENYLPHOSPHINE POLYMER-BOUND	25.00 G
4-PHENOXYBENZOIC ACID	25.00 G
2-BENZOFURANCARBOXALDEHYDE	1.00 G
AD-MIX-BETA	50.00 G
4-CHLORO-2-METHYLPHENYLBORONIC ACID	5.00 G
(1 S,2R)-1-PHENYL-2-(1-PYRROLIDINYL)-1-PROPANOL	1.00 G
3-METHYL-2-BUTEN-2-YLBORONIC ACID	1.00 G
3-CHLORO-4-METHOXYPHENYLBORONIC ACID	5.00 G
5-FLUORO-2-METHYLPHENYLBORONIC ACID	5.00 G
2,3-DICHLOROPHENYLBORONIC ACID	5.00 G
5-CHLORO-2-METHOXYPHENYLBORONIC ACID	5.00 G
3-(TRIFLUOROMETHOXY)PHENYLBORONIC ACID	5.00 G
4-TERT-BUTYLPHENYLACETYLENE	5.00 G
2'-HYDROXY-5'-METHOXYACETOPHENONE	25.00 G
2-AMINO-5-CHLORO-3-METHYLBENZOIC ACID	5.00 G
4-AMINOPIPERIDINE	5.00 G
(R)-(+)-3-AMINOPYRROLIDINE	1.00 G
TRANS-(1R,2R)-N,N'-BISMETHYL-1,2-CYCLOHEXANEDIAMINE	1.00 G
2,6-DIMETHYLPHENYLBORONIC ACID	5.00 G
4-(BROMOMETHYL)PYRIDINE, HYDROBROMIDE	5.00 G
2-(BROMOMETHYL)PYRIDINE, HYDROBROMIDE	5.00 G
5-AMINO-1,3-DIMETHYLPYRAZOLE	10.00 G
4-(TRIFLUOROMETHYL)PHENYLBORONIC ACID	5.00 G
4-AMINO-3,5-DIMETHYLISOXAZOLE	5.00 G
3-BROMOTHIOPHENE-2-CARBOXYLIC ACID	25.00 G
ETHYL 5-BROMOTHIOPHENE-2-CARBOXYLATE 99% BP: 94-96 DEG C/4 MM	0.00 g
EXO-2-AMINONORBORNANE	1.00 G
N,N-DIETHYLNIPICOTAMIDE	5.00 ML
3,5-DIFLUOROPHENYLMAGNESIUM BROMIDE	50.00 ML
2-CHLORO-6-FLUORO-3-METHYLBENZALDEHYDE	1.00 G
4-BIPHENYLYLBORONIC ACID	5.00 G
3,4-DIMETHYLPHENYLHYDRAZINE HYDROCHLORIDE	25.00 G
L-(-)-MALIC ACID	100.00 G
4-(TRIMETHYLSILYL)-3-BUTYN-2-ONE	5.00 G
DOWEX 50 W X 8	100.00G
3,5-DIFLUOROSALICYLALDEHYDE	1.00 G
METHYLLITHIUM, AS COMPLEX WITH LITHIUM BROMIDE	100.00 ML
(4R,5R)-4,5-DI(DIMETHYLAMINOCARBONYL)-2,2-DIMETHYLDIOXOLANE	2.00 G
6-CHLORO-3H-QUINAZOLIN-4-ONE	0.00 g
SALOR-INT L44,850-8	0.00 g
5-CHLOROBENZIMIDAZOLE	5.00 G
THIOPHEN-2-YL-MAGNESIUM BROMIDE	50.00 ML
3,4-(METHYLENEDIOXY)PHENYLMAGNESIUM BROMIDE	100.00 ML
4-PHENYL-1-BUTANOL	1.00 G
BIS(PYRIDINE)IODONIUM TETRAFLUOROBORATE	1.00 G
3-METHOXY-1-PROPANOL	10.00 ML
4-TERT-BUTYLBENZONITRILE	10.00 G
3,4,5-TRIFLUOROBENZENESULFONYL CHLORIDE	1.00 G

4-(DIMETHYLAMINO)-1-BUTANOL

5-CHLORO-2-FLUOROBENZENESULFONYL CHLORIDE

2-BROMO-4-FLUOROBENZENESULFONYL CHLORIDE

5.00 ML

1.00 G

1.00 G

PENTAMETHYLBENZENESULFONYL CHLORIDE	5.00 G
TRANS-1,2-BIS(METHYLAMINO)CYCLOHEXANE	500.00 MG
4-(TERT-BUTYLDIMETHYLSILYL)OXY-1-BUTANOL	5.00 G
ISOBUTYRONITRILE	100.00 ML
7-BROMO-1-HEPTENE	5.00 G
4-FLUOROBENZOIC HYDRAZIDE	5.00 G
ACETIC ACID 2-METHYL-2-PROPENYL ESTER	25.00 ML
4-METHYL-1,2,3-THIADIAZOLE-5-CARBOXYLIC ACID HYDRAZIDE	1.00 G
5-AMINO-2-METHYLBENZONITRILE	5.00 G
COBALT(III) ACETYLACETONATE	5.00 G
2-ACETYLTHIAZOLE	100.00 G
PERFLUOROHEXANES	10.00 ML
SODIUM HYDROGENSULFATE	25.00 KG
2-MERCAPTOBENZYL ALCOHOL	5.00 G
1-(DIMETHYLAMINO)-2-NITROETHYLENE	5.00 G
CYCLOHEXYLHYDRAZINE HYDROCHLORIDE	5.00 G
ACETIC ANHYDRIDE 99+% ASSAY METHOD: TITR; AVAILABLE IN USA AND EUROPE;	0.00 g
3,4-DIHYDROXYBENZONITRILE	25.00 G
"N-BENZYL-4-METHYLENE PIPERIDINE	25.00 G
3-BROMO-5-(TRIFLUOROMETHYOBENZENESULFONYL CHLORIDE	1.00 G
2,4-DIBROMOBENZENESULFONYL CHLORIDE	1.00 G
2,3-DICHLOROBENZENESULFONYL CHLORIDE	5.00 G
RAC-2,2-BIS(DIPHENYLPHOSPHINO)-1,1-BINAPHTHYL	5.00 G
4-PHENYL-1-BUTYNE	5.00 G
ETHYL (2-NITROBENZOYL)ACETATE	1.00 G
3-PHENYL-1-PROPYNE	5.00 G
AMINOMALONONITRILE P-TOLUENESULFONATE	5.00 G
ETHYL MALONATE POTASSIUM SALT	25.00 G
ETHYL 3-CHLORO-4-HYDROXYBENZOATE	1.00 G
1,3-BIS(2,6-DIISOPROPYL PHENYL)IMIDAZOLI UM CHLORIDE	500.00 MG
1-BENZYLPIPERAZINE	25.00
CYCLOPROPYL BORONIC ACID	5.00 G
2-HYDROXY-3-NITROBENZALDEHYDE	5.00 G
4-BROMO-3-METHYLPHENYL ISOCYANATE	5.00 G
4-AMINO-3,5-DICHLOROBENZOIC ACID	5.00 G
2-METHOXYBENZYL ISOCYANATE	5.00 G
FURFURYL ISOCYANATE	5.00 G
3,4-DIMETHOXYPHENYL ISOCYANATE	5.00 G
4-CHLOROBENZYL ISOCYANATE	5.00 G
TRANS-2-BUTEN-2-YLBORONIC ACID	1.00 G
2-ALLYL-4,4,5,5-TETRAMETHYL-1,3,2-DIOXABOROLANE	1.00 G
5-CHLOROTHIOPHENE-2-SULFONYL CHLORIDE	5.00 G
(4-BROMOPHENYLETHYNYL)TRIMETHYLSILANE	25.00 G
ZIRCONIUM(IV)TERT-BUTOXIDE	5.00 G
RARECHEM AO NN 0218	250.00 MG
3-CHLORO-4,5-DIMETHOXYBENZALDEHYDE	5.00 G
4-(T-BUTOXYCARBONYL)BENZOIC ACID	0.00 g
ETHYL 6-ETHOXY-2-HYDROXYBENZOATE	1.00 G
METHYL 1-HYDROXY-2-NAPHTHOATE	1.00 G
METHYL 3-HYDROXY-2-NAPHTHOATE	1.00 G
ETHYL 5-ETHOXY-2-HYDROXYBENZOATE	1.00 G
TRANS-2-PHENYLVINYLBORONIC ACID	5.00 G
METHYL 5-BROMOSALICYLATE	5.00 G
SODIUM HYDROGENPHOSPHATE	10.00 G
FOR-GLY-OH	1.00 G
3-ACETYLPHENYLACETYL ENE 98% ITEM 2933	0.00 g
12-BROMO-1-DODECANOL	5.00 G
	1.00 G
2-DICYCLOHEXYLPHOSPHINO-2',6'-DIMETHOXYBIPHENYL	
4-FORMYLBENZENESULFONYL CHLORIDE 96%	0.00 g
7-CHLORO-1H-BENZO(D)-1,3-OXAZINE-2,4-DIONE	0.00 g
1-O-OCTADECYL-2-O-METHYL-SN-GLYCEROL	1.00 G
2,5-DIMETHYLFURAN-3-CARBONYL CHLORIDE	1.00 G
RARECHEM AM UC 0127	1.00 G
SARCOSINE ETHYL ESTER HYDROCHLORIDE	10.00 G
N-BOC-4-PIPERIDINEMETHANOL	5.00 G
	25.00 G
3-BROMOPHENYLISOPROPYL ETHER	

N-BOC-PIPERIDINEETHANOL	5.00 G
4-AMINO-1-BUTANOL	5.00 G
4-(1H-IMIDAZOL-1-YL)BENZALOEHYDE	5.00 G
CYCLOPENTANECARBOXALDEHYDE	1.00 G

ETHYL 1-METHYL-1,2,3,6-TETRAHYDRO-4-PYRIDINECARBOXYLATE	50.00 G
METHYL 6-METHOXYNICOTINATE	10.00 G
BENZYL 4-HYDROXY-1-PIPERIDINECARBOXYLATE	10.00 ML
3-CYANOPHENYLACETIC ACID	1.00 G
4-ISOPROPYLBENZENESULFONYL CHLORIDE	5.00 G
1,5-NAPHTHALENEDISULFONIC ACID TETRAHYDFIATE	5.00 G
RARECHEM AK VD 0002	250.00 MG
HOBT	100.00 G
4-(TRIFLUOROMETHOXY)PHENYLHYDRAZINE HYDROCHLORIDE	1.00 G
1-BUTENYL ETHYL ETHER	5.00 G
ETHYL 4-10DOBENZOATE	5.00 G
ETHYL 3,3,3-TRIFLUOROPROPIONATE	5.00 G
4-BROMO-N-Z-PIPERIDINE	5.00 G
4-BROMOBENZALDEHYDE DIMETHYL ACETAL	50.00
PALLADIUM ON ACTIVATED CARBON	50.00 G
N-CYCLOHEXYLCARBODIIMIDE, N'-METHYL POLYSTYRENE	25.00 G
4-TERT-BUTYLPHENYLHYDRAZINE MONOHYDROCHLORIDE	5.00 G
TERT-BUTYL PERACETATE	500.00 ML
4-ETHYNYLBENZALDEHYDE	1.00 G
3-FLUORO-4-METHYLPHENYLBORONIC ACID	1.00 G
3-BROMO-4-HYDROXYBENZALDEHYDE	5.00 G
2-(TRI-N-BUTYLSTANNYL)OXAZOLE	1.00 G
4-METHYLPROIOPHENONE	100.00 ML
TRICYCLOHEXYL PHOSPHINE TETRAFLUOROBORATE	1.00 G
N,N'-DIFLUORO-2,2'-BIPYRIDINIUMBIS(TETRAFLUOROBORATE)	4.00 G
4-BROMO-3-METHYLBENZENESULFONYL CHLORIDE	1.00 G
UREA HYDROGEN PEROXIDE ADDITION COMPOUND	5.00 G
2-CHLORO-5-PYRIDINEBORONIC ACID	5.00 G
4-SEC-BUTYLPHENYL ISOCYANATE	1.00 G
5-TERT-BUTYL-2-METHOXYPHENYL ISOCYANATE	1.00 G
2-BROMO-3-PYRIDINECARBOXALDEHYDE	5.00 G
N-(3-ACETYL-4-HYDROXYPHENYL)BUTANAMIDE	25.00 G
VANADYL ACETYLACETONATE	10.00 G
N-[(2-CYANOETHYL)THIO]PHTHALIMIDE	5.00 G
PHENETHYLBORONIC ACID	1.00 G
PHENYL LITHIUM	100.00 ML
SODIUM HYDROSULFIDE HYDRATE	100.00 G
2-CHLORO-3-PYRIDINECARBOXALDEHYDE	5.00 G
4-AMINOBENZYL ALCOHOL	5.00 G
3-(3-BROMOPHENYL)PROPIONIC ACID	5.00 G
4-AMINO-3-FLUOROBENZOTRIFLUORIDE	5.00 G
AMTHAMINE 99% HIGHLY SELECTIVE HISTAMINE H2 AGONIST, DEVOID OF STIMULA	0.00 g
4-(3-CHLOROPHENYL)SEMICARBAZIDE HYDROCHLORIDE	2.00 G
CHEMBRDG-BB 6702070	2.00 G
4-BROMO-2,5-DIFLUOROBENZENESULFONYL CHLORIDE	5.00 G
2,5-DIFLUOROBENZENESULFONYL CHLORIDE	25.00 G
4-CHLORO-7-CHLOROSULFONYL-2,1,3-BENZOXADIAZOLE	1.00 G
2,4-DIFLUOROBENZENESULFONYL CHLORIDE	5.00 G
3-CYCLOPENTENE-1-CARBOXYLIC ACID	1.00 G
N-(TERT-BUTOXYCARBONYL)-4-PIPERIDONE 95% AVAILABLE IN USA AND EUROPE	0.00 g
	10.00 G
BIS(4-NITROPHENYL) CARBONATE	
3-QUINUCLIDINOL HYDROCHLORIDE	1.00 G
1-(3-HYDROXYPROPYL)-4-METHYLPIPERAZINE	1.00 G
1-(2-HYDROXYETHYL-4-METHYLPIPERAZINE)	1.00 G
TRIZMA(R) BASE	250.00 G
4-PHENOXYBENZYLAMINE	5.00 G
4-(DIMETHYLAMINO)BENZYLAMINE	5.00 G
2-METHYLBENZOYLACETONITRILE	125.00
2,4-DIFLUOROBENZOYLACETONITRILE	25.00
3-CHLORO-4-FLUOROBENZOYLACETONITRILE	25.00
METHYL 3-HYDRAZINO-4-METHYLTHIOPHENE-2-CARBOXYLATE	5.00
2-BROMO-1,1,1-TRIETHOXYPROPANE	5.00
RARECHEM BK HC T257	250.00 MG
N-METHYLPIPERAZINE >98% EINECS: 203-639-5	0.00 g
3-METHYL-5-METHOXYCARBONYL-1-BENZYL-4-PIPERIDONE HYDROCHLORIDE	1.00 G
	2.00 G
4-AMINO-3-METHYLMERCAPTOQUINAZOLINE	

4-AMINO-2,3,5-TRICHLOROPYRIDINE	1.00
5-(TRIFLUOROMETHOXY)ISATIN	1.00 G
5-AMINO-3-(4-CHLOROPHENYL)PYRAZOLE	2.00
ETHYL 3,4,5-TRIMETHOXYBENZOYLACETATE	2.00 G

5-AMINO-1H-PYRAZOLE-4-CARBOXYLIC ACID ETHYL ESTER	1.00 G
4-PIPERIDINE ACETIC ACID METHYL ESTER	1.00 G
(R)-PIPERIDINE-3-CARBOXYLIC ACID ETHYL ESTER HYDROCHLORIDE	1.00 G
TAUROCHOLIC ACID, SODIUM SALT HYDRATE	1.00 G
TRIS(DIBENZYLIDENEACETONE)DIPALLADIUM(0)-CHLOROFORM ADDUCT	1.00 G
3-(3-CHLOROPHENYL)PROPIONIC ACID	5.00 G
BROMINE (BROMIDE-BROMATE) VOLUMETRIC STANDARD	500.00 ML
4-CYANOQUINUCRIDINE	5.00 G
TRI-TERT-BUTYLPHOSPHINE	5.00 G
4-METHOXYPHENETHYLAMINE	25.00 G
2'-(DIMETHYLAMINO)-2-BIPHENYLYL-PALLADIUM(II) CHLORIDE DINORBORNYLPHOSPHINE COMPLEX	1.00 G
CHROMIUM(III) ACETYLACETONATE	5.00 G
4-FLUORO-1-NAPHTHALENECARBOXALDEHYDE	2.00
3-BROMO-5-FLUOROBENZOTRIFLUORIDE	1.00 G
5-CHLOROINDOLE-3-CARBOXALDEHYDE	5.00 G
1,1'-(AZODICARBONYL)DIPIPERIDINE	5.00 G
4-METHYL-1-NAPHTHALDEHYDE	10.00 G
SILICONE OIL	500.00 G
4-CHLORO-3-(TRIFLUOROMETHYL)PHENYLACETONITRILE	40.00 G
1, 1-BIS(HYDROXYMETHYLCYCLOPROPANE)	5.00 G
2-METHYL-2-PROPANESULFINAMIDE	1.00 G
2-FLUORO-DL-ALPHA-PHENYLGLYCINE	10.00 G
ALLYL DISULFIDE	25.00 G
1-BOC-PYRROLE-2-BORONIC ACID	1.00 G
N-METHYLINDOLE-5-BORONIC ACID	1.00 G
TRIBUTYL(3-METHYL-2-BUTENYL)TIN	1.00 G
P-TOLUENESULFONIC ACID 2-METHOXYETHYL ESTER	25.00 G
TRIMETHYLSILYL-2,2-DIFLUORO-2-(FLUOROSULFONYL)ACETATE	25.00 G
2,4,5,6-TETRAAMINOPYRIMIDINE SULFATE	500.00 MG
5-QUINOLINEBORONIC ACID	1.00 G
TRIPHENYLPHOSPHINE POLYMER BOUND	5.00 G
4-METHYL-1-NAPHTHALENEBORONIC ACID	10.00 G
4-HYDROXYBENZENESULFONIC ACID, SODIUM SALT DIHYDRATE	250.00 G
TETRAHYDROFURAN-3-CARBOXALDEHYDE	25.00 ML
METHYL INDOLE-6-CARBOXYLATE	5.00 G
4-BROMOINDOLE	5.00 ML
2-AMINO-2'-FLUORO-S-BROMOBENZOPHENONE	10.00 G
PS-THIOPHENOL	10.00 G
CARBONATE ON POLYMER SUPPORT	10.00 G
FMOC-ARG(MTR)-OH	5.00 G
DIFLUOROIODOMETHANE	1.00 G
3'-(TRIFLUORO)METHYLPROPIOPHENONE	5.00 G
2'-(TRIFLUOROMETHYL)PROPIOPHENONE	5.00 G
(S)-(-)-2-HYDROXY-3,3-DIMETHYLBUTYRIC ACID	250.00 MG
2-FLUORO-6-PYRIDINECARBOXYLIC ACID	1.00 G
3,3-BIS(CHLOROMETHYL)OXETANE	10.00 ML
THIANAPHTHENE-2-BORONIC ACID	5.00 G
ASINEX-REAG BAS 2802771	0.00 g
1-(PHENYLSULFONYL)-2-INDOLEBORONIC ACID	1.00 G
ETHYL M-TOLYLACETATE	25.00 G
2-TERT-BUTYLIMINO-2-DIETHYLAMINO-1,3-DIMETHYL-PERHYDRO-1,3,2- 01AZAPHOSPHORINE, POLYMER-BOUND	1.00 G
PIPERAZINE, POLYMER-BOUND	5.00 G
3-(TRIMETHYLAMMONIUM)PROPYL-FUNCTIONALIZED SILICA GEL, CARBONATE	5.00 G
3-CHLORO-4,5-DIFLUOROBENZOTRIFLUORIDE	1.00 G
N-PHENYLACRYLAMIDE	10.00 G
(2-IODOETHYL)BENZENE 97% AVAILABLE IN USA AND EUROPE; TSCA LISTED	0.00 g
2-CHLORO-5-10DOPYRIDINE	2.00 G
2-BROMO-5-(TRIFLUOROMETHYL)BENZENESULFONYL CHLORIDE	5.00 G
4-AMINO-2,6-DIFLUOROTOLUENE	0.00 g
4-(DIMETHYLAMINO)PHENYL ISOTHIOCYANATE	0.00 g
3-[(TERT-BUTYLDIMETHYLSILYL)OXY]PROPANOL	25.00 ML
2-AMINOISONICOTINIC ACID	25.00 G
ISONICOTINIC ACID HYDRAZIDE 98% EINECS: 200-214-6	0.00 g
3-FLUOROPYRIDINE-4-CARBOXYLIC ACID	1.00 G
N-BOC-4-PIPERIDINEETHANOL 97% AVAILABLE IN USA AND EUROPE; TSCA LISTED	5.00 g
N-BOC-4-PIPERIDINEETHANOL 97% AVAILABLE IN USA AND EUROPE; TSCA LISTED	5.00 g

3,5-DICHLORO-4-PYRIDINECARBOALDEHYDE 97%

N,N-DIISOPROPYLETHYLAMINE 99+% A PRODUCT OF ATOFINA CHEMICALS, INC; CO

2,3,5-TRIFLUORO-4-PYRIDINECARBOXYLIC ACID

5.00 g
100.00 ml
1.00 g

2-CHLORO-3-FLUOROISONICOTINIC ACID 95%	1.00 g
ETHYL 2-AMINOISONICOTINIC ACID 98%	1.00 g
2-BROMO-5-METHOXYBENZYL BROMIDE 97% CORROSIVE	25.00 g
6-CHLORO-7-DEAZAPURINE CATEGORY: NUCLEOTIDES, BASES AND RELATED REAGE	2.50 g
1-(2-BROMOETHOXY)-4-METHOXYBENZENE >95%	5.00 g
3-FLUOROISONICOTINIC ACID 98%	1.00 g
2-CHLOROISONICOTINIC ACID 97% IRRITANT	5.00 g
FMOC-NCS =>98.00% COMMENT 1: THIS REAGENT REACTS WITH AMINES TO GENERA	5.00 g
3-FLUORO-4-PHENYLBENZENE BORONIC ACID	1.00 G
(2S)-(+)-GLYCIDYL TOSYLATE 99% A PRODUCT OF RHODIA CHIREX INC; BRN: 35	5.00 g
4-AMINOMETHYLPHENYLBORONIC ACID HYDROCHLORIDE	1.00 G
5-(TRIFLUOROMETHYL)DIBENZOTHIOPHENIUM TRIFLUOROMETHANESULFONATE 97% LA	1.00 g
SODIUM THIOPHOSPHATE DODECAHYDRATE	5.00 G
(1R,2R,3S,5R)-(-)-PINANEDIOL	5.00 G
5-HEXENENITRILE 95% LABEL PRECAUTIONS IRRITANT; COMBUSTIBLE LIQUID	1.00 g
2-AMINO-5-TERT-BUTYL-1,3,4-THIADIAZOLE 97%	5.00 g
2,2-BIS(ETHYLTHIO)ACETALDEHYDE CATEGORY: SULFUR AND SELENIUM COMPOUND	1.00 g
ISOPROPYLISOCYANIDE 97% FLAMMABLE LIQUID; TOXIC	500.00 mg
3-IODOTHIOPHENE 97%	1.00 g
2-METHYL-2-PROPANESULFINAMIDE 97% RACEMIC	5.00 g
4-FLUORO-2-METHOXYPHENOL 97% IRRITANT	5.00 g
H-SAR-NH2 HCL	5.00 G
ETHANOLAMINE >98% EINECS: 205-483-3	0.00 g
PS-ISOCYANATE	25.00 G
4-f2-(FMOC-AMINO)ETHYLWIPERAZIN-1-YLACETIC ACID DIHYDROCHLORIDE	250.00 MG
1-1(4-METHYLPHENYL)SULFONYL)-1H-INDOLE-3-CARBALDEHYDE >95%	1.00 g
TERT-BUTYL 3-FORMYL-1H-INDOLE-1-CARBOXYLATE >95%	1.00 g
4-SULPHAMIDOBENZOYL CHLORIDE DMF COMPLEX 95% CORROSIVE / MOISTURE SENS	5.00 g
5-FLUOROANTHRANILIC ACID CATEGORY: NUCLEOTIDES, BASES AND RELATED REA	2.50 g
5-BROMO-2-THIENYLZINC BROMIDE 0.5M SOLUTION IN TETRAHYDROFURAN; LABEL	50.00 ml
2-THIAZOLYLZINC BROMIDE 0.5M SOLUTION IN TETRAHYDROFURAN; LABEL PRECA	50.00 ml
6-METHOXY-2-PYRIDYLZINC BROMIDE 0.5M SOLUTION IN TETRAHYDROFURAN; CAN	50.00 ml
5-ETHOXYCARBONYL-2-FURFURYLZINC BROMIDE 0.5M SOLUTION IN TETRAHYDROFU	50.00 ml
1-DIMETHYLAMINO-2-PROPYLAMINE 98% BRN: 969185; EC NUMBER: 2636993	10.00 g
2-AMINO-4-(TRIFLUOROMETHYL)PYRIDINE 97%	1.00 g
2-BROMO-1-(4-CYCLOHEXYL-PHENYL)-ETHANONE	5.00 g
H-PHE(3,5-DIF)-OH 98+% STORE AT 0-5 DEG C	5.00 g
4-IODOBENZYLOXYBENZENE 97%	5.00 g
4-(TRIFLUOROMETHOXY)10DOBENZENE 97% IRRITANT	5.00 g
ALDOL STANDARDS GRADE	10.00 g
1-BROMO-1-FLUOROETHANE 98%	5.00 g
SPECS AC-907/34120008 AMOUNT AVAILABLE: 0.10 G; ORDERING NUMBER: AC-9 N-(3-	500.00 mg
BROMOPROPDXY)PHTHALIMIDE DATE: 04/01/97 EDITION: 97	50.00 mg
N-(3-CHLOROPROPDXY)-PHTHALIMIDE DATE: 04/01/97 EDITION: 97	250.00 mg
2-(1H-1,2,4-TRIAZOL-1-YL)ETHANIMIDAMIDE	500.00 MG
3-CHLORO-2-METHYLPHENYL ISOTHIOCYANATE	50.00
2-(4-CHLOROPHENOXY)ETHANIMIDAMIDE HYDROCHLORIDE	1.00
2-(4-TERT-BUTYLPHENOXY)ACETAMIDINE HYDROCHLORIDE	10.00 g
2-(2-CHLOROPHENOXY)ACETAMIDINE HYDROCHLORIDE	10.00 G
N-METHOXY-N-METHYLACETAMIDE 98% LABEL PRECAUTIONS COMBUSTIBLE LIQUID	5.00 g
4-(TRIFLUOROMETHOXY)PHENACYLBROMIDE	10.00 G
ISOPROPYL CARBAMIDINE HYDROCHLORIDE 95%+	10.00 g
4-(TRIFLUOROMETHYL)PHENACYL BROMIDE TECH	10.00 g
2,5-DICHLORO-4-(PYRROL-1-YL)NITROBENZENE	10.00 G
2,6-DICHLOROISONICOTINONITRILE	2.00
4-f4-(BENZYLOXY)PHENYL]-5-METHYL-4H-1,2,4-TRIAZOLE-3-THIOL	1.00 G
2-BROMO-1-(4-(TRIFLUOROMETHOXY)PHENYL)ETHAN-1-ONE	10.00
5-CHLORO-1-METHYLPYRAZOLE-4-CARBONYLCHLORIDE 95%+	5.00 g
2-(4-CHLOROPHENOXY)PYRIDINE-3-CARBONYL CHLORIDE	1.00 g
3-INDOLEGLYOXYLYL CHLORIDE 98% LABEL PRECAUTIONS CORROSIVE; REFRIGERAT	5.00 g
5-(TRIFLUOROMETHYL)PYRIDINE-2-THIOL	1.00
2-BROMO-1-(3,4-DIHYDRO-2H-1,5-BENZODIOXEPIN-7-yL)ETHAN-1-ONE	70.00
5-METHYLISOXAZOLE-3-CARBONYL CHLORIDE 95%+	1.00 g
6-CHLORO-2H-1-BENZOPYRAN-3-CARBONYLCHLORIDE 95%+	1.00 g
2-METHYL-5-PHENYL-3-FUROYL CHLORIDE	1.00 g
2-METHYL-6-(TRIFLUOROMETHYL)NICOTINOYL CHLORIDE	9.00
4-BROMO-1-ETHYL-3-METHYL-1H-PYRAZOLE-5-CARBONYL CHLORIDE	1.00

2-[(4-CHLOROPHENYL)THIO]PYRIDINE-3-CARBONYL CHLORIDE	1.00
2-PHENOXPYRIDINE-3-CARBONYL CHLORIDE	1.00
2-(PHENYLTHIO)PYRIDINE-3-CARBONYL CHLORIDE	1.00 g

2-(1-NAPHTHYL)ACETYL CHLORIDE	1.00 g
3-(2,6-DICHLOROPHENYL)-5-METHYLISOXAZOLE-4-CARBONYL CHLORIDE	25.00 g
2[(4-METHYLPHENYL)THIO]PYRIDINE-3-CARBONYL CHLORIDE	1.00
2-(4-METHYLPHENOXY)PYRIDINE-3-CARBONYL CHLORIDE	1.00
2-CHLORO-4-FLUOROBENZOYL CHLORIDE 98%	1.00 g
(3-METHYLPHENYL)METHANETHIOL	0.00
1-ETHYL-5-MERCAPTOTETRAZOLE	25.00 g
2,4,6-TRIMETHYLBENZENETHIOL	10.00 g
3-CHLORO-2-FLUORO-6-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE /	1.00 g
3-CHLORO-2-FLUORO-5-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE /	1.00 g
2,6-DIFLUORO-3-METHYLBENZOYL CHLORIDE 97% CORROSIVE / MOISTURE SENSITI	1.00 g
3-ETHOXYCARBONYL-1-PHENYLPENTANE-1,4-DIONE	4.00 G
4-FLUORO-2-(TRIFLUOROMETHYL)BENZOYL CHLORIDE 97% CORROSIVE; LACHRYMATO	1.00 g
3-(2-CARBOXYVINYL)BENZENE BORONIC ACID	1.00 G
9-BORABICYCLO[3.3.1]NONANE	1.00 ML
2,6-DICHLOROPHENYLBORONIC ACID	1.00 G
5-METHYLTHIOPHENE-2-BORONIC ACID	1.00 G
MORPHOLINE, POLYMER-BOUND	5.00 G
2-HYDROXY-4,5,6-TRIMETHYLNICOTINONITRILE	10.00
N-TERT-BUTYL-2-METHOXYETHYLAMINE	1.00 G
3'-BROMO-4'-FLUOROPROPIOPHENONE	25.00 G
5-BROMO-2-HYDROXY-4,6-DIMETHYLNICOTINONITRILE	10.00
5-CHLORO-2-HYDROXY-4,6-DIMETHYLNICOTINONITRILE	10.00
3,5-DI(TERT-BUTYL)-4-HYDROXYBENZONITRILE	10.00 G
4-AMINO-1,2,2,6,6-PENTAMETHYLPYPERIDINE 99%	5.00 g
SPECS AC-907/30003049	100.00 MG
4-BENZYLOXYBENZALDEHYDE POLYSTYRENE HL	100.00 G
BENZYL ALCOHOL 99+% ACS; LIQUID	250.00 ml
O-AMINODIPHENYLCARBINOL AVAILABILITY: NORMALLY NOT A STOCK ITEM	5.
4[4-(BENZYLOXY)PHENYL]-5-METHYL-1,2,4-TRIAZOLE-3-THIOL	1.00 g
2,3-DIHYDROBENZO[B]FURAN-5-THIOAMIDE	2.50 g
5-AMINO-2-CHLORORESORCINOL, DIMETHYL ETHER	100.00 G
2-BROMO-1-(2-CHLOROPHENYL)ETHAN-1-ONE	1.00
2,3-DIHYDROBENZO[B]FURAN-5-CARBOTHIOAMIDE	1.00
5-BROMO-4,5,6,7-TETRANYDRO-2,1,3-BENZOXADIAZOL-4-ONE	60.00
2-BROMO-3,3,6,8-TETRAMETHYL-1,2,3,4-TETRAHYDRONAPHTHALEN-1-ONE	79.00
3,5-DIFLUOROPHENYLBORONIC ACID	25.00 G
3,5-DIMETHYLISOXAZOLE-4-SULFONYL CHLORIDE	40.00
3-(METHYLTHIO)-4-OXO-4,5,6,7-TETRAHYDROBENZO[C]THIOPHENE-1-CARBOXYLIC	1.00 g
2,3,4,6-TETRA-O-ACETYL-D-GLUCOPYRANOSE	1.00 g
4-AMINO-6-METHYL-1,3,5-TRIAZIN-2-OL	1.00
BOC-GLU(OTBU)-OH	5.00 G
3,4-DIMETHOXYPHENYLBORONIC ACID	25.00 G
3-CHLORO-4-METHYLBENZENE-1-SULFONYL CHLORIDE	50.00
3,4-DIFLUOROBENZENESULPHONYL CHLORIDE	10.00 g
6-CHLORO-2H-CHROMENE-3-CARBONYL CHLORIDE	10.00
THIENO[3,2-B]PYRIDIN-7-OL LABEL PRECAUTIONS IRRITANT	5.00 g
2-BROMO-6-CHLORO-4-FLUOROANILINE	5.00 G
5-FLUORO-2-IO00ANILINE HARMFUL / LIGHT SENSITIVE; UN 2811	5.00 g
2-(3-ACETYLPHENOXY)ACETIC ACID	1.00 g
4-OXO-4,5,6,7-TETRAHYDROBENZO[B]FURAN-3-CARBOXYLIC ACID	1.00 g
(1R,2R)-(+)-2-BENZYLOXYCYCLOHEXYLAMINE 98+% CORROSIVE / AIR SENSITIVE;	5.00 g
5-BROMO-2-METHYLANILINE 97% LABEL PRECAUTIONS HARMFUL LIQUID; IRRITANT	5.00 g
2-BROMO-4-CHLORO-6-FLUOROANILINE 98% IRRITANT	5.00 g
2-CHLORO-4-iodoaniline	10.00 G
2,6-DIBROMO-4-ISOPROPYLANILINE	10.00
N-(4'-CARBOXYLIC)BENZOYL-4-PIPERIDONE 98%	5.00 g
2-CYANOBENZAMIDE 98% HARMFUL	5.00 g
3,5-DIMETHYLBENZYLAMINE 98% A 10% DISCOUNT IS APPLIED TO ANY ORDER FOR	5.00 g
(1S,2S)-(-)-2-BENZYLOXYCYCLOHEXYLAMINE 98+% CORROSIVE / AIR SENSITIVE;	5.00 g
(1S,2S,3S,5R)-(+)-ISOPINOCAMPHEYLAMINE 98% IRRITANT	5.00 g
4-CHLORO-2-10DOANILINE 98% LABEL PRECAUTIONS IRRITANT; LIGHT SENSITIVE	5.00 g
4-HYDROXY-2-AMINOPYRIMIDINE	10.00 G
N-ISOPROPYL N-PHENYL-P-PHENYLENEDIAMINE 97%	25.00 g
4[2-(AMMONIOOXY)ACETYL]MORPHOLINE CHLORIDE A SURCHARGE OF 2.00 USD P	100.00 mg
1-[(AMMONIOOXY)METHYL]-4-METHYLBENZENE CHLORIDE A SURCHARGE OF 2.00 U	100.00 mg
2-METHYL-2H-TETRAZOLE-5-THIOL AVAILABILITY: NORMALLY A STOCK ITEM	5.00 g

RHODIUM 5 W 1 % ON ALUMINA, POWDER

2-PYRIDYLETHYLMERCAPTAN USEFUL IN THE DETERMINATION OF DEHYDROALANINE

2,6-DIMETHOXPYRIDIN-3-AMINE

5.00 g

1.00 g

1.00

4-PYRIDYLETHYLMERCAPTAN	1.00 g
3-HYDRAZINO BENZOIC ACID 99% IRRITANT	50.00 g
5-(4-(TERT-BUTYL)PHENYL)-1,2,4-TRIAZOLE-3-THIOL	2.50 g
GUANYLUREA DATE: 04/01/97 EDITION: 97	1.00 gm
5[4-(TERT-BUTYL)PHENYL]-4-METHYL-411-1,2,4-TRIAZOLE-3-THIOL	1.00
4-ALLYL-5-QUINOLIN-6-YL-4H-1,2,4-TRIAZOLE-3-THIOL	1.00
4-METHYL-5-(3-THIENYLMETHYL)-4H-1,2,4-TRIAZOLE-3-THIOL	0.10
6-(1,1-DIMETHOXYETHYL)-2-MERCAPTONICOTINONITRILE	0.10
6-(DIMETHOXYMETHYL)-2-MERCAPTONICOTINONITRILE	0.10
4-(4-METHOXYPHENYL)PYRIMIDINE-2-THIOL	1.00
5-(PYRIDIN-2-YL)-4,5-DIHYDRO-1,3,4-THIADIAZOLE-2-THIOL	1.00 g
4-METHYL-5-(2-THIENYL)-4H-1,2,4-TRIAZOLE-3-THIOL	1.00
4-METHYL-5-(THIEN-2-YL)-1,2,4-TRIAZOLE-3-THIOL	2.50 g
5-(PROPYLTHIO)-1,3,4-THIADIAZOLE-2-THIOL	1.00
2-N-PROPYLTHIO-1,3,4-THIADIAZOLE-5-THIOL	2.50 g
4-(THIEN-2-YL)PYRIMIDINE-2-THIOL	2.50 g
5-(4-N-PENTYLPHENYL)-1,2,4-TRIAZOLE-3-THIOL	2.50 g
4-(2,3-DIHYDRO-1,4-BENZODIOXIN-6-YL)-5-METHYL-4H-1,2,4-TRIAZOLE-3-THIOL	0.10
4[2-(TRIFLUOROMETHYL)PHENYL]-4H-1,2,4-TRIAZOLE-3-THIOL	1.00
4[2-(TRIFLUOROMETHYL)PHENYL]-1,2,4-TRIAZOLE-3-THIOL	2.50 g
2-MERCAPTO-6-PHENYL-4-(TRIFLUOROMETHYL)NICOTINONITRILE	1.00
4-TERT-BUTYLTHIOBENZAMIDE 95%+	5.00 g
2,3-DICHLOROTHIOBENZAMIDE 95%+	10.00 g
BOC-P-NITRO-PHE-OH	25.00 G
BOC-CYS(MBZL)-OH	25.00 G
BOC-ABU-OH	25.00 G
2,3-DICHLOROBENZENE-1-CARBOTHIOAMIDE	0.00
BENZYL 1-HOMOPIPERAZINECARBOXYLATE 96% LABEL PRECAUTIONS IRRITANT	5.00 ml
4-AMINOBUTYRIC ACID 97% IMPORTANT INHIBITORY NEUROTRANSMITTER; REACTS	25.00 g
5-TERT-BUTYL-3-(TRIFLUOROMETHYL)PYRAZOLE 97% IRRITANT	2.50 g
2-ETHYL-4(5)-FORMYLIMIDAZOLE	2.50 g
2-N-BUTYL-4(5)-FORMYLIMIDAZOLE	2.50 g
2-METHYL-4-PIPERAZINOQUINOLINE	1.00 g
(3R)-(-)-1-BENZYL-3-(METHYLAMINO)PYRROLIDINE >98% ASSAY METHOD: BY GC	5.00 g
2-(1-PIPERAZINYL)PYRIMIDINE 98%+	5.00 g
3-PHENYLPYRAZOLE	2.50 g
1-ISOPROPYL-6,7-DIMETHOXY-1,2,3,4-TETRAHYDROISOQUINOLINE	2.50 g
1-(1-(BENZOFURAN-2-YL))-2-BROMOETHAN-1-ONE	1.00 g
2-(TRIFLUOROMETHOXY)BENZAMIDE	25.00 g
METHYL 4-AMINO-3-METHYLBENZOATE	5.00 G
4-FLUOROBENZYL ISOCYANATE	1.00 g
1-iodo-3-methylbutane 97% LABEL PRECAUTIONS HARMFUL LIQUID; COMBUSTIBL	10.00 g
2-CHLOROISONICOTINONITRILE	100.00
	5.00 g
2,4,6-TRIMETHOXYNITROBENZENE 98%+	
8-METHOXYCARBONYLOCTANOL	1.00 G
4-AMINO-6-METHOXYPYRIMIDINE 98% LABEL PRECAUTIONS IRRITANT	5.00 g
2,6-DIMETHOXYPHENYLBORONIC ACID CONTAINS VARYING AMOUNTS OF THE ANYHY	5.00 g
2,6-DICHLORO-4-METHYLPYRIDINE-3-CARBONITRILE	10.00 g
METHYL 3-AMINO-5-(4-CHLOROPHENYL)THIOPHENE-2-CARBOXYLATE	5.00 G
2-(1,4,5,6-TETRAHYDROPYRIMIDIN-2-YL)BENZENE THIOL	5.00 g
3,5-BIS(TRIFLUOROMETHYL)PHENYLBORONIC ACID MAY CONTAIN VARYING AMOUNT	5.00 g
4-(TRIFLUOROMETHOXY)PHENYLBORONIC ACID CONTAINS VARYING AMOUNTS OF AN	5.00 g
4,5-DIHYDRO-6-METHYL-3(2H)-PYRIDAZINONE HYDRATE 97%	10.00 g
THIAZOLIDINE-2,4-DICARBOXYLIC ACID DIMETHYL ESTER >96% ASSAY METHOD: B	5.00 g
H-SAR-NME2	5.00 G
2-BROMOPHENYLBORONIC ACID	25.00 G
CHROMIC ACID, POLYMER-SUPPORTED	25.00 G
(+/-)-ALPHA-HYDROXYISOVALERIC ACID	25.00 G
HMBA LINKER LINKER FOR SOLID PHASE SYNTHESIS	25.00 g
1-(4-ACETYLPHENYL)-4,5-DICHLOROIMIDAZOLE	10.00 G
SCANDIUM (III) TRIFLUOROMETHANESULFONATE 98% POWDER	1.00 g
ALPHA-METHYL-4-(METHYLSULFONYL)BENZYLAMINE	1.00 g
H-PHE-NH2 HCL	5.00 g
ETHYL 2-(2-CHLORO-6-FLUOROBENZYL)-3-OXOBUTANOATE A SURCHARGE OF 2.00	500.00 mg
ETHYL (E)-2-ACETYL-5-PHENYL-4-PENTENOATE A SURCHARGE OF 2.00 USD PER	500.00 mg
	25.00 G
4-BROMO-3-ETHYLANILINE HYDROCHLORIDE	

4-BROMO-2-NITROANILINE	10.00 G
5-BROMOPYRIDINE-3-CARBONITRILE	10.00 G
4-BROMO-2-(TRIFLUOROMETHOXY)ANILINE	10.00 G
3-BROMO-2,6-DIMETHOXYBENZOIC ACID	10.00 G

5-BROMO-2-ETHOXYBENZALDEHYDE	25.00 G
4-BROMO-2,3-DIMETHYL-6-NITROANILINE	10.00 G
ETHYL 6-(TERT-BUTYL)-3-CYANO-2-HYDROXYPYRIDINE-4-CARBOXYLATE	10.00 G
5-BROMO-4-HYDROXY-7-METHYLINDANE	10.00 G
S,S,S-TRIBUTYLPHOSPHOROTRITHIOATE	1.00 G
METHYL 3-AMINO-4-CYANTHIOPHENE-2-CARBOXYLATE	10.00 G
2-(TRIFLUOROMETHYL)PHENYLHYDRAZINE HYDROCHLORIDE	5.00 g
3-CHLORO-4-FLUOROPHENYLHYDRAZINE TECH	10.00 g
4-CYANO-2-NITROPHENYLHYDRAZINE TECH	5.00 g
2-BROMO-4-ISOPROPYLANILINE	25.00 G
2-TERT-BUTYLIMINO-2-DIETHYLAMINO-1,3-DIMETHYL-PERHYDRO-1,3,2-DIAZAPHOSPHORINE ON POLYSTYRENE	5.00 G
ETHYL 5-AMINO-1-(4-FLUOROPHENYL)PYRAZOLE-4-CARBOXYLATE	5.00 G
METHYL 3-AMINO-5-PHENYLTHIOPHENE-2-CARBOXYLATE	5.00 G
METHYL 3-AMINO-4-(BENZENESULPHONYL)THIOPHENE-2-CARBOXYLATE	5.00 G
H-SAR-NME2 STORE AT 0-5 DEG C	5.00 g
ETHYL 2-(2-THENOYL)ACETOACETATE	5.00 g
METHYL 3-OXOTETRAHYDROTHIOPHENE-4-CARBOXYLATE 95%+	10.00 g
3-NITRO-4-(PHENYLTHIO)ACETOPHENONE	10.00 G
4-AMINO-5-CYANO-2-(METHYLTHIO)PYRIMIDINE	10.00 G
4-AMINO-5-CYANOPYRIMIDINE	5.00 G
4-AMINO-3-(TRIFLUOROMETHOXY)BENZONITRILE	10.00 G
4-AMINO-3-CHLOROBENZONITRILE	5.00 G
2-AMINO-3,5-DICHLOROBENZONITRILE	10.00 G
5-AMINO-2-CYANOBENZOTRIFLUORIDE	10.00 G
METHYL 3-AMINO-4-CYANO-5-(METHYLTHIO)THIOPHENE-2-CARBOXYLATE	2.50 g
METHYL 3-AMINO-4-(ISOPROPYLSULPHONYL)THIOPHENE-2-CARBOXYLATE	1.00 g
N-CYCLOHEXYLANILINE HYDROCHLORIDE TECH	5.00 g
ETHYL 2-AMINO-4-METHYLPYRIMIDINE-5-CARBOXYLATE	2.50 g
ETHYL 2-AMINO-4-N-PROPYLPYRIMIDINE-5-CARBOXYLATE	5.00 g
METHYL 3-AMINO-5-(TERT-BUTYL)THIOPHENE-2-CARBOXYLATE	2.50 g
METHYL 3-AMINO-4-(METHYLSULPHONYL)THIOPHENE-2-CARBOXYLATE	1.00 g
ETHYL 4-AMINO-3,5-DIODOBENZOATE TECH	5.00 g
4-(4-FLUOROPHENYL)-1,2,3,6-TETRAHYDROPYRIDINE HYDROCHLORIDE 99%+	10.00 g
MENAI CB548	100.00 MG
1-(TERT-BUTOXYCARBONYL)-2-PIPERIDINECARBOXYLIC ACID 98% LABEL PRECAUTI	50.00 g
2-(N-METHYL-N-ISOPROPYLAMINO)ETHANOL	10.00 G
4-BROMO-2-(5-ISOXAZOLYL)PHENOL 97%	5.00 g
2-BROMO-4,5-DIFLUOROPHENOL 99%	5.00 g
5-BROMO-2-FLUOROCINNAMIC ACID	5.00 G
DL-2-ISOPROPYL-2-PHENYLGLYCINE	1.00 G

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "Amendment"), dated the 24th day of June, 2008, is by and between **DURHAM RESEARCH TRI-CENTER, LLC**, a Delaware limited liability company ("Landlord"), and **SCYNEXIS, INC.**, a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant executed a Lease dated July 1, 2007 (the "Lease"), for approximately 89,989 rentable square feet of space (the "Premises") in a building containing approximately 158,856 rentable square feet of space located in the Tri-Center North I building located at 3501 Tri-Center Boulevard in Durham, North Carolina (the "Building"); and

WHEREAS, Landlord and Tenant to amend the Lease as set forth herein.

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

23. Defined Terms. Capitalized terms not otherwise defined shall be defined as provided in the Lease.

24. Storage Container.

A. Tenant has requested and Landlord has agreed to allow Tenant to place a storage container (the "Storage Container") adjacent to the Building in the approximate location shown on Exhibit A, attached hereto and made a part hereof. Landlord shall have final approval of the exact location of the Storage Container and may modify the location as reasonably determined by Landlord. The Storage Container shall be located adjacent to the existing storage container that has been installed by Tenant adjacent to the Building (the "Existing Container") which location is also shown on Exhibit A. The Storage Container and the Existing Container shall be referred to herein collectively as, the "Containers". The Containers shall be used by Tenant to store flammable and hazardous materials used in the business of Tenant at the Premises as described on Exhibit F to the Lease.

B. Tenant covenants and agrees that the Storage Container shall be installed at the expense of Tenant in (i) accordance with plans and specifications reasonably approved by Landlord, (ii) a good and workmanlike manner, and (iii) compliance with all laws, statutes, ordinances, and regulations of local, state and federal governmental authorities, collectively, the "Legal Requirements". Tenant hereby confirms that the Existing Container was installed in compliance with all Legal Requirements. Tenant shall insure that installation of the Storage Container shall be performed by a contractor licensed in North Carolina and reasonably approved by Landlord (the "Contractor"). Tenant shall obtain from the Contractor and provide

to Landlord evidence of its builders risk insurance in form and substance reasonably approved by Landlord and with Landlord named as an additional insured prior to the installation of the Storage Container. The initial plans and specifications for the Storage Container are as detailed on Exhibit B and B-1, attached hereto and made a part hereof. Once the plans and specifications are completed, a copy will be provided by Tenant to Landlord for its review and approval prior to the commencement by Tenant of installation of the Storage Container. Tenant shall bear the costs and shall be responsible for all licenses and permits required for the installation of the Storage Container.

C. Tenant acknowledges and agrees that the Containers are located over a number of the marked parking spaces reserved for its contractors and Tenant waives all rights with respect to such parking spaces. Tenant shall ensure that the placement of the Containers will not interfere with access to the gated openings in the fenced area where the mechanical equipment as well as the riser/telecom room for the Building is located.

D. Tenant shall indemnify, defend and hold harmless Landlord of, from and against all (i) loss, liability, cost or expense incurred by Landlord due to the presence of the Containers at the Project, and (ii) any damage, injury, loss, or death to any person due to the contents of the Containers.

E. For purposes of the Lease, the Containers shall be considered part of the Premises and Tenant shall comply with all Legal Requirements with respect to the use and operation of the Containers. Tenant shall bear the costs and shall be responsible for all licenses and permits required for the operation of the Containers. Tenant shall insure that (i) installation and use of the Containers shall be in a manner to not disrupt other tenants of the Building, or interfere with parking or traffic flow for the Building, and (ii) the area where the Containers are installed shall be kept free of trash and debris at all times. Tenant shall insure that the both Containers contain fire suppression capabilities, and the ability to contain any spills. Tenant shall install concrete bollards around the exterior of the Containers to protect against any damage to the Containers. Tenant shall be responsible for access to and use and operation of the Containers and shall ensure that the Containers are locked and secure when not in use by Tenant. Tenant shall maintain each of the Containers in good order and repair and shall comply with all Legal Requirements with respect to its operation of the Containers. Each quarter during the term of the Lease, Tenant shall provide Landlord with an inventory of the contents of the Containers. Tenant shall insure that insurance coverage is carried on the Containers in compliance with Section 11 of the Lease. Upon termination of the Lease, for whatever reason, Tenant shall immediately remove the Containers and the related concrete bollards at its expense and concurrently repair any damage to the Building or any other property of Landlord due to such removal and restore the real property underneath the Containers to its condition prior to installation of the Containers.

25. Notice to Landlord. For purposes of the Lease, the address of Landlord shall be modified as follows:

Landlord:

For all notices other than rent and other payments:

Durham Research TriCenter, LLC
c/o Grosvenor Investment Management US Inc.
1600 Market Street
Suite 1310
Philadelphia, PA 19103
Attn: IGIPT Asset Manager

For rent and other payments:

Durham Research TriCenter, LLC
Lockbox # 7086
PO Box 8500
Philadelphia, PA 19178-7086

and if by wire:

Wachovia Bank
ABA # 031201467
Acct Name: GIM as agent for Durham Research Tri-Center LLC
Acct # 2000036927841
Attn: David McCarty 215-446-8126

And for all notices to Landlord, a copy to:

Colliers Pinkard
3110 Edwards Mill Road, Suite 210
Raleigh, NC 27612- 5419
Attn: Property Manager, Research TriCenter

26. Severability. In the event any term, covenant or condition of this Amendment, the Lease, or any amendments thereto shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

27. Successors and Assigns. This Amendment shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

28. Authority of Parties. Tenant certifies to Landlord that it is authorized to enter into this Amendment, and that those persons signing below on its behalf are authorized to do so. Landlord certifies to Tenant that it is authorized to enter into this Amendment, and that those persons signing below on its behalf, are authorized to do so. Tenant and Landlord hereby reaffirm the Lease as modified in this Amendment, and confirm their respective correct legal names as provided herein.

29. Interpretation. Although the printed provisions of this Amendment were drafted by Landlord, such fact shall not cause this Amendment to be construed either for any party hereto.

30. Full Force and Effect. Except as modified hereby, the Lease remains unmodified and in full force and effect.

31. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina.

32. Mutual Acknowledgment of Non-Existence of Claims. Except as provided herein, Landlord and Tenant acknowledge and agree that as of the day hereof there are no known claims by either party against the other party hereto arising from the relationship as Landlord and Tenant, respectively, pursuant to the Lease, as amended except for the damage to carpet and flooring tile at the Premises damages due to the infiltration of water under the slab at the Premises of which Tenant has made Landlord aware and which Landlord is repairing at its expense.

33. Effective Date. The provisions of this Amendment shall be and become effective as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Landlord and the Tenant have executed or caused to be executed this Amendment as of the date set forth above.

TENANT:

SCYNEXIS, INC., a Delaware corporation

By: /s/ Brian Schwab

Printed Name: Brian Schwab

Title: General Counsel

LANDLORD:

DURHAM RESEARCH TRICENTER, LLC, a
Delaware limited liability company

By: /s/ Douglas S. Callantine

Printed Name: Douglas S. Callantine

Title: President

DURHAM RESEARCH TRICENTER, LLC, a
Delaware limited liability company

By: /s/ Kathleen M. Hands

Printed Name: Kathleen M. Hands

Title: Sr. VP & Treasurer

EXHIBIT A

LOCATION OF CONTAINERS

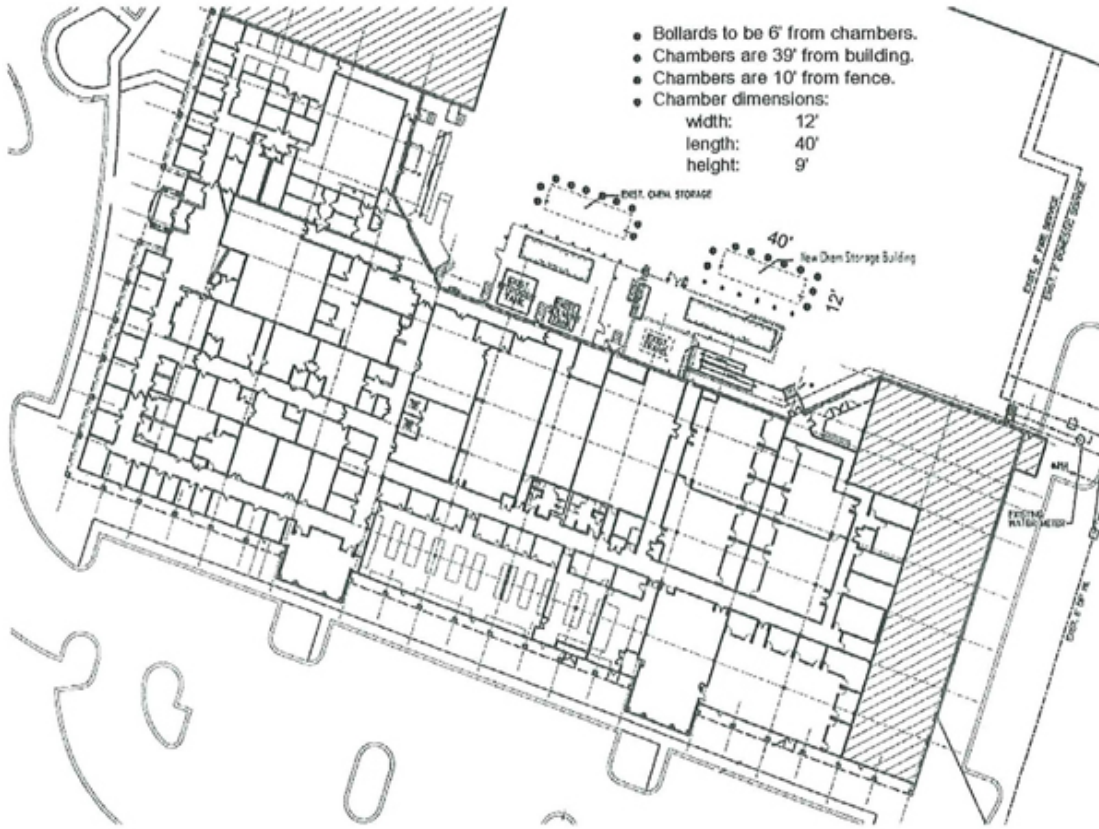


EXHIBIT B

INITIAL SPECIFICATIONS FOR STORAGE CONTAINER

- Constructed of 12 or 18 gauge steel;
- 2 hour fire rating;
- Similar dimensions (12' W x 40' L x 9' H) as the current Container;
- Can accommodate up to 95 drums of flammable solvents;
- 1595 gal sump capacity;
- Natural draft ventilation with 1 1/2 hour fire dampers;
- UL classified;
- Explosion proof interior lighting;
- Dry chemical fire suppression system.

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Amendment") is dated the 6th day of October, 2009 by and between **DURHAM RESEARCH TRI-CENTER, LLC**, a Delaware limited liability company ("Landlord"), and **SCYNEXIS, INC.**, a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant executed a Lease dated July 1, 2007 (the "Lease"), for approximately 89,989 rentable square feet of space (the "Premises") in a building containing approximately 158,856 rentable square feet of space in the Tri-Center North I building at 3501 Tri-Center Boulevard in Durham, North Carolina (the "Building"); and

WHEREAS, Landlord and Tenant amended the Lease by First Amendment to Lease dated June 24, 2008 as set forth therein (the "First Amendment").

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

1. Defined Terms. Capitalized terms not otherwise defined shall be defined as provided in the Lease, as amended.
2. Storage Container.

(a) In the First Amendment, Landlord agreed to allow Tenant to place certain Storage Containers adjacent to the Building. Tenant has requested and Landlord has agreed to allow Tenant to construct certain fencing behind (the "Fencing") the Storage Containers. The Fencing shall be in the location as shown on Exhibit A, attached hereto and made a part hereof. Tenant has advised Landlord that it shall use a portion of the Fencing as shown on Exhibit A to secure storage of empty stainless steel containers and/or empty 55 gallon steel drums. The containers and drums shall remain empty while stored in the fenced area and shall not contain any traces or remnants of Hazardous Substances, or any material or substance that would be in violation of any Environmental Law, or other applicable local, state or federal law, statute, rule, regulation, ordinance, or court or judicial order or decree (collectively, "Legal Requirements"). In its usage of the fenced area and placement of containers, and drums therein, Tenant shall comply with all Legal Requirements. Tenant shall store empty containers within the Fencing at single level only (no stacking), and incorporate privacy slats within the Fencing to insure that materials within the Fencing are not visible from the exterior thereto. The Fencing shall be (i) constructed of materials to match those of the other fencing at the site, (ii) remain locked at all times, and (iii) constructed in a manner to ensure that all tenants of the Building continue to have access to all available Building resources.

(b) Tenant covenants and agrees that the Fencing shall be installed at the expense of Tenant in (i) a good and workmanlike manner, and (ii) compliance with all Legal Requirements. Tenant shall insure that installation of the Fencing shall be performed by a contractor licensed in North Carolina and reasonably approved by Landlord (the "Contractor"). Tenant shall obtain from the Contractor and provide to Landlord evidence of its builders risk insurance in form and substance reasonably approved by Landlord and with Landlord named as an additional insured prior to the installation of the Fencing. Tenant shall bear the costs and shall be responsible for all licenses and permits required for the installation of the Fencing.

(c) Tenant shall indemnify, defend and hold harmless Landlord of, from and against all loss, liability, cost or expense incurred by Landlord due to the presence of the Fencing at the Project.

(d) For purposes of the Lease, the Fencing shall be considered part of the Premises and Tenant shall comply with all Legal Requirements with respect thereto. Tenant shall insure that (i) the installation, maintenance, and use of the Fencing shall be in a manner to not disrupt other tenants of the Building, or interfere with parking or traffic flow for the Building, and (ii) the area where the Fencing is installed shall be kept free of trash and debris at all times. Tenant shall maintain the Fencing in good order and repair. Upon termination of the Lease, for whatever reason, Tenant shall immediately remove the Fencing and concurrently repair any damage to the Building or any other property of Landlord due to such removal and restore the real property underneath to its condition prior to the installation of the Fencing.

3. Severability. In the event any term, covenant or condition of this Amendment, the Lease, or any amendments thereto shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

4. Successors and Assigns. This Amendment shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

5. Authority of Parties. Tenant certifies to Landlord that it is authorized to enter into this Amendment, and that those persons signing below on its behalf are authorized to do so. Landlord certifies to Tenant that it is authorized to enter into this Amendment, and that those persons signing below on its behalf, are authorized to do so. Tenant and Landlord hereby reaffirm the Lease as modified in this Amendment, and confirm their respective correct legal names as provided herein.

6. Interpretation. Although the printed provisions of this Amendment were drafted by Landlord, such fact shall not cause this Amendment to be construed either for any party hereto.

7. Full Force and Effect. Except as modified hereby, the Lease remains unmodified and in full force and effect.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina.

9. Mutual Acknowledgment of Non-Existence of Claims. Except as provided herein, Landlord and Tenant acknowledge and agree that as of the day hereof there are no known claims by either party against the other party hereto arising from the relationship as Landlord and Tenant, respectively, pursuant to the Lease, as amended except for the damage to carpet and flooring tile at the Premises damages due to the infiltration of water under the slab at the Premises of which Tenant has made Landlord aware and which Landlord is repairing at its expense.

10. Effective Date. The provisions of this Amendment shall be and become effective as of the day and year first above written.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed or caused to be executed this Amendment as of the date set forth above.

TENANT:

SCYNEXIS, INC., a Delaware corporation

By: /s/ Brian Schwab

Printed Name: Brian Schwab

Title: Chief Licensing Officer

LANDLORD:

DURHAM RESEARCH TRICENTER, LLC, a
Delaware limited liability company

By: /s/ Kathleen M. Hands

Print Name: Kathleen M. Hands

Title: Senior Vice President

DURHAM RESEARCH TRICENTER, LLC, a
Delaware limited liability company

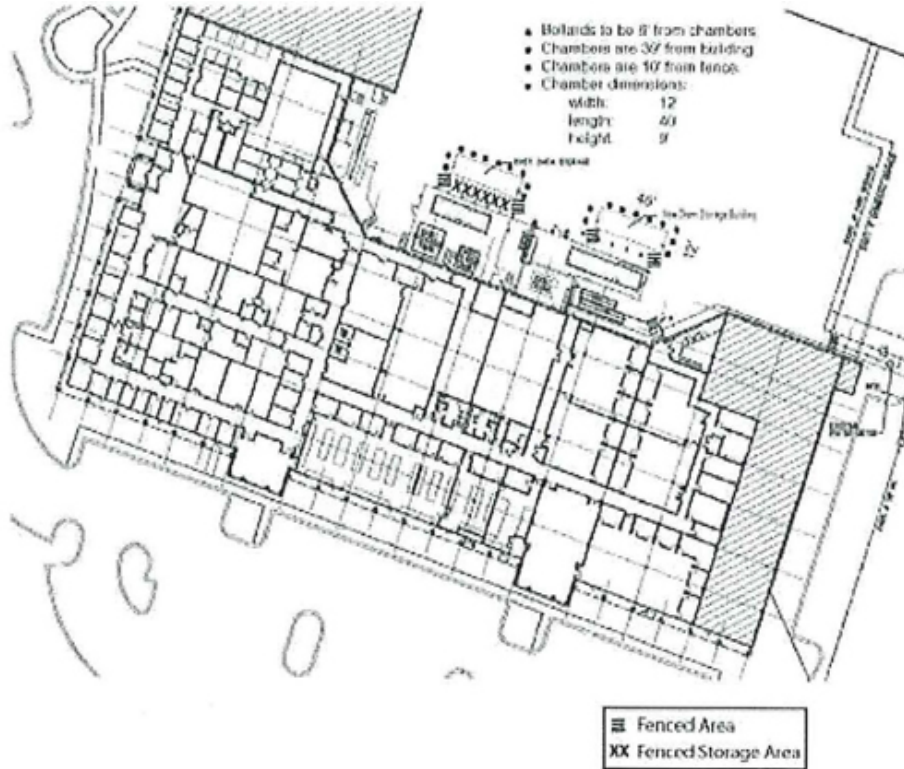
By: /s/ Michael J. McPaul

Printed Name: Michael J. McPaul

Title: Secretary and chief Financial Officer

EXHIBIT A

LOCATION OF FENCING



[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

AMENDED and RESTATED
LICENSE, DEVELOPMENT &
COMMERCIALIZATION AGREEMENT

Between

SCYNEXIS, Inc.

And

ELANCO ANIMAL HEALTH,
a division of ELI LILLY AND COMPANY

This **AMENDED and RESTATED LICENSE, DEVELOPMENT & COMMERCIALIZATION AGREEMENT** (this “**Agreement**”) is made and effective as of the last date of signature hereto (the “**New Effective Date**”) by and between:

SCYNEXIS, Inc., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal place of business at 3501C Tricenter Blvd., Durham, North Carolina, and its Affiliates (hereafter collectively referred to as “**Scynexis**”);

and

ELI LILLY AND COMPANY, a publicly-traded Indiana corporation, operating through its Elanco Animal Health division and having a principal place of business at 2500 Innovation Way N., Greenfield, Indiana 46140-9163 USA, and its Affiliates (hereafter collectively referred to as “**Elanco**”).

INTRODUCTION

- A. WHEREAS, Scynexis and/or its Affiliate(s) control intellectual property that allow it to discover and develop innovative medicines over a broad range of therapeutic areas.
- B. WHEREAS, Scynexis and/or its Affiliate(s) possess facilities, know-how, expertise and intellectual property rights pertaining to the design and development of parasiticides for companion, production and food chain animals.
- C. WHEREAS, Elanco is engaged in the research, development, marketing, manufacturing and distribution of food chain and companion animal products including but not limited to animal health pharmaceutical and diagnostic products.
- D. WHEREAS, Elanco and Scynexis desire to collaborate to develop parasiticides for companion, production and food chain animals which Elanco would have the right to commercialize on an exclusive basis in the Field in the Territory,
- E. WHEREAS, capitalized terms in this Agreement refer to defined terms in this Agreement.
- F. WHEREAS, Scynexis and Elanco are parties to a certain LICENSE, DEVELOPMENT & COMMERCIALIZATION AGREEMENT dated (the “**Prior Agreement**”), which they now desire to amend and restate in its entirety.
- G. WHEREAS, this Agreement shall supersede the Prior Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the following mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Interpretation. In this Agreement, unless the context otherwise requires, a reference to:

- (a) a paragraph, section, exhibit or schedule is a reference to a paragraph, section, exhibit or schedule to this Agreement;
- (b) any document includes a reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

-
- (c) a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (d) the singular includes the plural and vice versa, except as it regards the definitions of Party and Parties;
 - (e) a Party, person or entity includes:
 - (ii) an individual, firm, company, corporation, association, trust, estate, state or agency of a state, government or government department or agency, municipal or local authority and any other entity, whether or not incorporated and whether or not having a separate legal personality; and
 - (iii) an employee, agent, successor, permitted assign, executor, administrator and other representative of such party, person or entity;
 - (f) one gender includes the other;
 - (g) “written” and in writing” include any means of reproducing words, figures or symbols in a tangible and visible form;
 - (h) a month or year is a reference to a calendar month or calendar year, as the case may be; and
 - (i) individuals or persons include companies and other corporations and vice versa.

“**Affiliate**” means any corporation or other entity that controls, is controlled by, or is under common control with a Party to this Agreement. A corporation or other entity will be regarded as in control of another corporation or entity if the latter corporation or entity owns or directly or indirectly controls more than fifty percent (50%) of the voting stock or other ownership interest of the former corporation or other entity, or if the latter corporation or entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the former corporation or other entity or the power to elect or appoint fifty percent (50%) or more of the members of the governing body of the former corporation or other entity. An Affiliate will be bound under this Agreement in the same manner as if it were a Party hereto.

“**Active Ingredient**” means any chemical component that helps a product to perform its desired function in the Field and includes, without limitation, any [*] of such chemical component.

“**Arising IP**” means any Intellectual Property Rights arising through the performance of this Agreement.

“**Background IP**” means any Intellectual Property Rights relevant to the Field owned or controlled by a Party prior to the Effective Date, and/or (ii) a discovery or invention created or acquired outside the scope of this Agreement [*].

“**Confidential Information**” means, with respect to a Party, all data, results, and information of any type whatsoever, in any tangible or intangible form, including know-how, trade secrets, practices, techniques, methods, processes, inventions, developments, specifications, formulations, formulae, materials or compositions of matter of any type or kind (patentable or otherwise), software, algorithms, marketing reports, customer information, business or financial information, expertise, technology, test data including pharmacological, biological, chemical, biochemical, toxicological, and clinical test data, analytical and quality control data, stability data, studies and procedures of a Party that is disclosed to the other Party under this Agreement. Notwithstanding the foregoing, all [*], shall be deemed the Confidential Information [*].

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

“Control” means, with respect to any material, Information, or intellectual property right, that a Party owns or has a license to such material, Information, or intellectual property right and has the ability to grant to the other Party access, a license, or a sublicense (as applicable) to such material, Information, or intellectual property right on the terms and conditions set forth herein without violating the terms of any agreement or other arrangement with any Third Party existing at the time such Party would be first required hereunder to grant to the other Party such access, license, or sublicense.

“Development Candidate” shall mean a compound developed under a Development Program which is chosen by the Steering Committee to be presented to Elanco for consideration as an Elanco Compound.

“Development Plan” means a screening, early development project proposed by Elanco under this Agreement which describes, in broad terms, the parasite to be controlled and the applicable animal host (e.g. [*]).

“Development Program” means the work performed by Scynexis and Elanco and/or their respective Affiliate(s) in accordance with a Development Plan as revised from time to time by the Steering Committee.

“Dollar” or **“\$”** means the lawful currency of the United States of America.

“Effective Date” means December 23, 2013.

“Elanco Arising IP” means (i) all Arising IP [*] or [*], and all Arising IP that are [*] and [*] and (ii) all Arising IP [*] or [*] or [*] pursuant to Section [*].

“Elanco Background IP” means the Elanco Test Materials and all Background IP of Elanco. For clarity, Elanco Background IP shall exclude any Background IP of any Third Party that becomes an Affiliate due to such Third Party’s acquisition of Elanco except as provided in Section 11.16.

“Elanco Compound Families” means compounds [*].

“Elanco Compound” means a single Active Ingredient directly resulting from a Development Program that is selected by Elanco for further development for commercialization as a Product, and as to which [*] in accordance with Section [*].

“Elanco Know-How” shall mean all Know-How (excluding any published Elanco Patent Rights) that is (a) Controlled as of the Effective Date or thereafter during the Term by Elanco and is reasonably necessary or useful for the research, development, manufacture, use, importation or sale of the Elanco Compound(s) or Product(s) in the Field, including any such Know-How made by or on behalf of Elanco or sublicensees (other than by Scynexis or its Affiliates) in the course of performing Elanco’s obligations or exercising Elanco’s rights under this Agreement. For clarity, for purposes of this definition an Affiliate shall exclude any Third Party that becomes an Affiliate due to such Third Party’s acquisition of Elanco except as provided in Section 11.16.

“Elanco Compound Patent Rights” means all Patent Rights with respect to Elanco Test Materials, Other Compounds, and Elanco Compound Families.

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

“Elanco Technology” means the Elanco Test Materials, Elanco Compound Families, Other Compounds, Elanco Patent Rights and Elanco Know-How.

“Elanco Test Materials” means the compounds provided to Scynexis from Elanco under this Agreement in either physical or virtual form. In the event that [*] or [*], Elanco shall notify Scynexis of the same within [*] and the Parties shall discuss whether or not to [*] the Agreement.

“Field” means all applications and uses of parasiticides for, in and/or on animals (companion or food), animal products, animal feed, human food, or the food chain, including but not limited to related systems or processes, amelioration, diagnosis, control, prevention, prophylaxis and/or treatment of pathogens, diseases, pests, parasites or sign(s) or symptom(s) related thereto.

“First Commercial Sale” of any Product means the first sale for use by an end-user customer of such Product, as applicable, in a country.

“First in the First New Class” means [*].

“GxP” means compliance with all relevant Regulatory Agency requirements for Good Clinical Practices (per FDA/CVM guidance “Good Clinical Practices: VICH GL9”), Good Laboratory Practices (per FDA/CVM regulation “21 CFR Part 58”), and Current Good Manufacturing Practices (per FDA/CVM regulation “21 CFR Part 211, 225 or 226”).

“Intellectual Property Rights” means any and all Patent Rights, trademarks, trademark applications, copyrighted or copyrightable material, trade secrets and other intellectual property rights, as well as any Know-How or work result whether or not patentable, trademarkable, copyrightable or protectable as a trade secret.

“Know-How” shall mean any and all formulae, processes, trade secrets, technologies, know-how, inventions, improvements, discoveries and claims (including confidential data and Confidential Information), whether patentable or unpatentable, including, without limitation, synthesis, preparation, recovery and purification processes and techniques, control methods and assays, chemical data, toxicological and pharmacological data and techniques, clinical data, medical uses, product forms and product formulations and specifications.

“Net Sales” means, with respect to a Product, the gross amount invoiced by Elanco (including any Elanco Affiliate) or any sublicensee or successor in interest thereof to unrelated Third Parties (excluding any sublicensee) for Product sales in the Territory, less the following:

- (a) Customary trade, quantity and cash discounts allowed;
- (b) [*] discounts, refunds, rebates, chargebacks, retroactive price adjustments and similar allowances, limited to reasonable adjustments and allowances which effectively reduce the net selling price;
- (c) Actual Product returns or allowances;
- (d) [*];
- (e) Allowance for [*];

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(f) Any tax imposed on the sale, delivery or use of the Product, including, without limitation, sales, use, excise or value added taxes, but excluding any tax on income; and

(g) [*] deductions.

Such amounts will be determined from the books and records of Elanco, Elanco Affiliates and/or sublicensee(s) (as applicable), maintained in accordance with U.S. Generally Accepted Accounting Principles (also known as “GAAP”), or, in the case of sublicensees, such similar accounting principles, consistently applied. Elanco further agrees in determining such amounts, it will use Elanco’s then-current standard procedures and methodology, including Elanco’s then current standard exchange rate methodology for the translation of foreign currency sales into U.S. Dollars or, in the case of sublicensees, such similar methodology, consistently applied.

In the event the Product is sold together with one or more other product(s) at a single price (such combination is hereinafter referred to as a “Combination Product”), the Net Sales attributable to such Combination Product shall be calculated by multiplying the Net Sales (as defined above) of the Combination Product by the fraction $A/(A+B)$, where A is the weighted average sale price of the Product in such calendar quarter when sold separately and B is the weighted average sale price of the other product(s) sold separately in finished form in such calendar quarter.

In the event that the weighted average sale price of the Product can be determined but the weighted average sale price of the other product(s) cannot be determined, Net Sales shall be calculated by multiplying the Net Sales of the Combination Product by the fraction A / C , where A is the weighted average sale price of the Product when sold separately in finished form in such calendar quarter and C is the weighted average sale price of the Combination Product in such calendar quarter.

In the event that the weighted average sale price of the other product(s) can be determined but the weighted average sale price of the Product cannot be determined, Net Sales shall be calculated by multiplying the Net Sales of the Combination Product by the following formula: $1 \text{ minus } (B / C)$, where B is the weighted average sale price of the other product(s) when sold separately in finished form in such calendar quarter and C is the weighted average sale price of the Combination Product in such calendar quarter.

In the event that the weighted average sales price of both the Product and the other product(s) in the Combination Product cannot be determined, Net Sales with respect to such Combination Product shall be commercially reasonable and determined by good faith negotiation between Scynexis and Elanco consistent with the ratios referenced above.

“**Notice**” means the definition provided in Section 11.6.

“**Other Arising IP**” means Arising IP other than Elanco Arising IP and Scynexis Arising IP.

“**Other Compound**” shall mean compounds [*] and/or [*] except any compound which is [*] or [*].

“**Parties**” means Scynexis and Elanco.

“**Party**” means Scynexis or Elanco.

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

“Patent Right” means any patent or patent application, including: (i) all substitutions, divisions, continuations, continuations-in-part thereof and requests for continued examination of any of the foregoing, (ii) all patents issued from any of the foregoing patent applications, (iii) all reissues, renewals, registrations, confirmations, re-examinations, extensions, and supplementary protection certificates of any of the foregoing, and (iv) all foreign equivalents of any of the foregoing.

“Primary Contact Person” will be the respective individuals designated by Scynexis and Elanco, as noted in Exhibit C, who will be responsible for the day-to-day interactions between the Parties related to the Development Program and the management of the day-to-day operations of the Development Program. Each Party may change its Primary Contact Person upon Notice to the other Party.

“Product” means any embodiment that incorporates, uses or implements an Elanco Compound that is commercialized by or for Elanco in the Field in the Territory. For clarity, a Product is considered [*] if [*]. A Product is not considered [*] due to [*] or because of [*] that [*].

“Program Year” means each twelve (12) calendar month period during the term of the Research Phase, except in the first Program Year in which case the Program Year will not be twelve (12) calendar months in length, but will be the period from the Effective Date through 31-December 2014.

“Reasonable Commercial Efforts” means effort, expertise and resources normally used by the Party in the development and/or commercialization of a compound or product owned or controlled by such Party which is of similar market potential at a similar stage in its development or product life, taking into account issues of safety and efficacy, product profile, the competitiveness of the marketplace, the proprietary position of the compound or product, the regulatory structure involved, the profitability of the applicable products, and other relevant factors.

“Regulatory Agency” means, any governmental authority that regulates Products, including but not limited to the Drug Enforcement Administration (DEA), including the Controlled Substance Section (CSS); Environmental Protection Agency (EPA); Food and Drug Administration (FDA), including the Center for Veterinary Medicine (CVM) and the Center for Drug Evaluation and Research (CDER); Food Safety and Inspection Service (FSIS); U.S. Department of Agriculture (USDA); or any counterparts thereof in jurisdictions outside of the USA.

“Regulatory Approval” means, with respect to a Product in a country in the Territory, the receipt of all necessary approvals by the applicable Regulatory Agencies to allow the Product to be commercially sold in such country.

“Research Phase” means the stage of this Agreement during which the Parties collaborate to accomplish the objectives set out in the Development Plan(s) and during such time the Parties will undertake such activities as may be agreed from time to time under relevant Development Program(s) as may be useful or necessary to determine whether any given compound should be designated as an Elanco Compound, in each case as more fully described in Article 4. The Research Phase shall commence upon the Effective Date and conclude upon expiration of the Research Term.

“Research Term” has the meaning provided in Section 4.1(c).

“Royalty Term” means, with respect to a Product, the period beginning on the First Commercial Sale of such Product in any country and ending [*].

“Scynexis Arising IP” means all Arising IP [*] or [*], and all Arising IP that are [*] and [*].

“Scynexis Compound Families” mean compounds [*].

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

“**Scynexis Background IP**” means all Background IP of Scynexis. For clarity, Scynexis Background IP shall exclude any Background IP of any Third Party that becomes an Affiliate due to such Third Party’s acquisition of Scynexis except as provided in Section 11.16.

“**Scynexis Know-How**” means all Know How (excluding any Scynexis Compound Patent Rights) that is Controlled as of the Effective Date or thereafter during the Term by Scynexis and is reasonably necessary or useful for the research, development, manufacture, use, importation or sale of the Elanco Compound(s) or Product(s) in the Field, including any such Know-How made by or on behalf of Scynexis in the course of performing Scynexis’s obligations or exercising Scynexis’s rights under this Agreement. For clarity, for purposes of this definition an Affiliate shall exclude any Third Party that becomes an Affiliate due to such Third Party’s acquisition of Scynexis except as provided in Section 11.16.

“**Scynexis Compound Patent Rights**” means all Patent Rights with respect to Scynexis Test Materials and Scynexis Compound Families.

“**Scynexis Technology**” means the Scynexis Test Materials, Scynexis Compound Families, Scynexis Patent Rights and Scynexis Know-How.

“**Scynexis Test Materials**” means the compounds Controlled by Scynexis as of the Effective Date and provided by Scynexis for screening purposes under the Development Program in either physical or virtual form and listed in the attached Exhibit B. In the event that [*] or [*], Elanco shall notify Scynexis of the same within [*] and the Parties shall discuss whether or not to [*] the Agreement.

“**Steering Committee**” means the joint committee composed of representatives of Scynexis and Elanco, as described in this Agreement.

“**Territory**” means worldwide.

“**Third Party**” means any entity, including any natural person, other than Scynexis or Elanco and their respective Affiliates.

“**Valid Claim**” means a claim of [*] Patent Right [*] which has not been held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and which has not been admitted to be invalid or unenforceable through re-examination, reissue or disclaimer or otherwise.

2. LICENSING AND TRADEMARKS

2.1 License Grant.

(a) Scynexis hereby grants to Elanco an exclusive, even as to Scynexis, sub-licensable royalty-bearing license under the Scynexis Compound Patent Rights and Scynexis’ rights in Joint Patent Rights in the Field in the Territory, to, research, develop, make, have made, use, sell, have sold, offer for sale, import, export and sub-license Elanco Compounds or Products; provided, however, Scynexis shall retain such rights as are necessary or appropriate to allow Scynexis to perform its obligations under all Development Programs.

(b) Scynexis hereby grants to Elanco a worldwide, perpetual, fully-paid, royalty-free, non-exclusive, license in the Field in the Territory with respect to any Scynexis Know-How to research, develop, make, have made, use, sell, have sold, offer for sale, import, export and sub-license Elanco Compounds or Products; and

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

(c) Elanco hereby grants to Scynexis a non-exclusive license under the Elanco Technology inside the Field in the Territory for the sole purpose of performing Scynexis's obligations under this Agreement.

2.2 Scynexis Rights and Rights Retained. Subject to the license grant in Section 2.1, Scynexis retains its rights for any and all purposes outside the Field in the Territory to use any Scynexis Patent Rights in any Scynexis Test Materials, Scynexis Compound Families, and Scynexis' Joint Patent Rights, including, without limitation, to research, develop, make, have made, use, sell, have sold, offer for sale, import, export and license products and processes. Furthermore, subject to Section 2.1(c), no license or other rights are granted to Scynexis to the Elanco Technology, except solely for the benefit of Elanco.

2.3 Sublicenses. Subject to the other provisions of this Agreement, Elanco shall have the sole right to sublicense any and all rights licensed to Elanco under Section 2.1(a). Any such sublicense by Elanco shall be consistent with the terms of this Agreement, and shall include an obligation for each such sublicensee to comply with the applicable obligations of Elanco set forth in this Agreement.

2.4 Trademarks. Elanco will be free to use and to register in any trademark office any trademark for use with a Product in its sole discretion, except for trademarks proprietary to Scynexis and its Affiliates. Elanco will own all right, title and interest in and to any such trademark in its own name during and after the term of this Agreement. As necessary for Elanco to fulfill its obligations and rights under this Agreement, Scynexis hereby grants to Elanco the worldwide, perpetual, fully-paid, royalty-free exclusive sub-licensable license to use in the Field Scynexis trademarks for Products under to this Agreement

3. RESEARCH PHASE

3.1 From time to time during the Research Phase of this Agreement, Elanco shall propose to Scynexis a Development Plan. Thereafter the parties shall meet and confer to develop a Development Program designed to accomplish the Development Plan. The Development Program, shall, among other things, set forth the budget and allocation of FTEs.

3.2 Steering Committee Formation and Composition. A joint committee comprising of four (4) members, two (2) named representatives of each of Elanco and Scynexis (the "**Steering Committee**"), to be appointed within [*] of the Effective Date, shall be formed. Each Party will provide the other Party via Notice with the name, title, e-mail address, telephone number and facsimile number of their respective Steering Committee members. The Steering Committee will meet as needed, but not less than [*] during the term of the Agreement or upon such schedule as agreed upon by the Steering Committee. Such meetings will be at such times agreed to by Scynexis and Elanco, and will alternate between the offices of the Parties unless the Parties otherwise agree, or will be in such other form (e.g., telephone or video conference) as the members of the Steering Committee will agree.

3.3 Steering Committee Functions and Powers. The Steering Committee will be responsible for review of the Development Program consistent with each Party's internal policies and procedures. Notwithstanding anything to the contrary, the Steering Committee will have no right, power or authority to amend this Agreement. The principal functions of the Steering Committee will include:

- (a) prioritization of chemical families for development;
- (b) monitoring the progress and results achieved to support a Development Plan under the Development Program;

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- (c) fostering the collaborative relationship between the Parties;
 - (d) identify barriers to achieving the purpose of the collaboration and designing solutions thereto;
 - (e) select Development Candidates from the Active Ingredients submitted by Scynexis and/or Elanco for consideration as Elanco Compounds; and
 - (f) such other functions in regard to the Development Plan(s) and Development Program(s) as mutually agreed by the Parties.

A Party may change one or more of its representatives to the Steering Committee at any time. Members of the Steering Committee may be represented at any meeting by another member of the Steering Committee, or by a proxy. Either Party may permit additional employees and consultants to attend and participate (on a non-voting basis) in the Steering Committee meetings, subject to the confidentiality provisions of this Agreement.

3.4 Decisions of the Steering Committee. A quorum of the Steering Committee will be present at any meeting of the Steering Committee if one (1) representative of each Party is present at such meeting in person or by telephone or videoconference. If a quorum exists at any meeting, a unanimous vote of the members of the Steering Committee present at such meeting is required to take any action on behalf of the Steering Committee. If the Steering Committee fails to reach unanimity on a matter before it for decision, the matter shall be resolved between the through good faith negotiations. If the Parties are unable to reach agreement within [*], the matter shall be referred to the president of Elanco and the chief executive officer of Scynexis. If the Parties are still unable to reach agreement after within [*] of referring the matter to the president of Elanco and the chief executive officer of Scynexis, then the matter shall [*]. Notwithstanding the foregoing, a Party's resolution of a disputed matter in accordance with the foregoing shall be consistent with the terms of this Agreement. The Steering Committee shall not have the authority to amend or change the terms of this Agreement, to resolve disputes regarding the breach of this Agreement or payments due hereunder, or to resolve matters that are expressly identified herein as being subject to the mutual agreement of the Parties.

3.5 Chair. The Steering Committee will be chaired by [*]. The chair does not have a second or casting vote.

3.6 Minutes and Reports. The Steering Committee will be responsible for keeping accurate minutes of its deliberations that record all proposed decisions and all actions recommended or taken. Within [*] of each meeting, the chair will provide the Parties with draft minutes of such meeting and a draft of a report describing in reasonable detail the status of the Development Program, a summary of the work and progress to date, any issues requiring resolution and any proposed decisions and actions recommended or taken to all members of the Development Committee. Minutes will be deemed approved unless a Development Committee representative of either Party objects to the accuracy of such minutes or accompanying report by providing Notice to the other Party's Development Committee representatives within [*] of receipt of such minutes and report. In the event that any such objection is not resolved by the Development Committee, such minutes and accompanying report will be amended to reflect such unresolved dispute. All records of the Steering Committee will be considered Confidential Information and will be available to both Parties.

3.7 Information and Results. Except as otherwise provided, the Parties will make available and disclose to one another all results of the work conducted pursuant to the Development Program prior to and in preparation for the Development Committee meetings, by the deadline and in the form and format to be designated by the Development Committee.

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3.8 Subcontracts.

(a) Elanco may subcontract to Affiliates and Third Parties portions of the Development Program to be performed, provided [*] and [*] that [*] subcontracting by Elanco; and provided, however, that such Affiliate and Third Party subcontractors will be required to enter into appropriate obligations of confidentiality including [*] (said agreements of which signed copies will be submitted to the Development Committee upon request by Scynexis), unless such subcontracting would [*] the Affiliate or Third Party subcontractor, and further provided that the Parties' rights under this Agreement are not adversely affected.

(b) If Scynexis is performing development work for Elanco, Scynexis shall not subcontract any or all portions of such development work without prior written approval from Elanco. Scynexis may submit to Elanco a request for approval of subcontractors. Upon Elanco approval of such subcontractor, Scynexis shall subcontract under terms that are no less stringent than those to which Scynexis is held under this Agreement, including [*] (said agreements of which signed copies will be submitted to the Development Committee upon request by Scynexis). In addition, Elanco shall have the right, upon request, to audit the subcontractor.

4. DEVELOPMENT PLANS

4.1 Performance and Early Termination

(a) For each Development Plan, Scynexis and Elanco will use Reasonable Commercial Efforts to collaboratively identify and develop Active Ingredients consistent with the target of such Development Plan, with the initial focus of identifying Active Ingredients through screening by Scynexis of the Elanco Test Materials and the Scynexis Test Materials.

(b) Scynexis and Elanco will use Reasonable Commercial Efforts to perform the design and development tasks as described in each applicable Development Plan and Development Program. Each Party shall be responsible for its respective compliance with the requirements of all applicable Regulatory Agencies in the manufacture, distribution or animal testing of the Active Ingredients. It is initially contemplated that the first Development Plan will focus on [*] and [*] (the "[*] Development Plan").

(c) The Research Phase shall become effective on the Effective Date and continue for a period of [*] from the Effective Date. ("Research Term") If the Research Phase is not progressing to the satisfaction of either Party after [*] the Effective Date, either Party may terminate the Research Phase upon [*] Notice. Upon Notice of termination of the Research Phase, Scynexis will begin to discontinue work under all Development Plan(s) and related Development Program(s) ("Scale Down"). During Scale Down, Scynexis will not incur any reimbursable expense that is not preapproved by Elanco and will invoice Elanco for the sum of all uncancelable out-of-pocket expenses approved in advance by Elanco up through the date of Notice of termination. Upon termination, Scynexis will invoice Elanco for the sum of all un-invoiced amounts actually incurred by Scynexis. For the sake of clarity, the licenses granted to Elanco by Scynexis pursuant to Sections 2.1(a) and 2.1(b) with respect to any Elanco Compound for which [*] shall not terminate upon expiry or early termination of the Research Phase and all Milestones and/or Royalties shall accrue and become payable in accordance with Article 5.

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In the event Scynexis terminates the Research Phase consistent with this Section 4.1(c) prior to full Research Term expiring, Elanco, at Elanco's sole discretion, may continue the Research Phase for the duration of the Research Term alone or with a third party.

(i) In the event Elanco elects an Elanco Compound after early termination by Scynexis and (A) such Elanco Compound is [*] or (B) such Elanco Compound is [*] which [*] prior to early termination by Scynexis, [*].

(ii) In the event Elanco elects an Elanco Compound after early termination by Scynexis and (A) such Elanco Compound is [*] or (B) such Elanco Compound is [*] which [*] prior to early termination by Scynexis, [*].

4.2 Development Program. The Development Program will be conducted by the Research Team in accordance with the Development Plan and will more fully describe the work to be pursued by Scynexis and Elanco during each Program Year to develop the information necessary for Elanco to make an Elanco Compound Selection in accordance with 4.2(a). The Development Plan shall provide high level guidance as to the types of information necessary for Elanco to consider making an Elanco Compound Selection. Each Development Plan shall, at a minimum, [*].

(a) Attached as Exhibit C is a draft outline of a Development Plan, the specifics of which shall be agreed upon by the Parties, subject to amendment by the Steering Committee. Except for the first Program Year, the Development Plan will be updated and approved by the Steering Committee no later than [*] prior to the start of each Program Year. The Development Plan in effect at any time may not be amended except as agreed in writing by the Steering Committee. If at any time during a Program Year, either Party determines that a change to the Development Plan is necessary, such Party will prepare and submit to the Steering Committee a written proposal detailing its proposed changes to the Development Plan. Any budget for Scynexis's costs under a modified Development Plan, over and above those costs reflected in Section 4.2(h) that are to be reimbursed by Elanco will be approved by the Steering Committee before Scynexis commences any work on such modified Development Plan. So long as such proposed change(s) is (are) submitted to the Steering Committee at least [*] prior to its next regular meeting, then the Steering Committee will decide on such proposed change(s) at its next meeting.

(b) **Sharing of Data.** Parties will provide to each other, at no charge, access to testing, pilot manufacturing and regulatory data relevant to the Active Ingredients in the Field, or if required in response to inquiries from Regulatory Agencies related to Products.

(c) **Results and Records.** The Parties will make available and disclose to one another all results of the work conducted pursuant to the Development Program, and will keep such records as described herein; provided that each Party will maintain such results and records of the other Party in confidence in accordance with the confidentiality provisions in this Agreement, and will not use such results or records except to the extent otherwise permitted by this Agreement. The Parties will maintain records of the results in sufficient detail and in good scientific manner appropriate for patent purposes, and in a manner that properly reflects all work done and results achieved in the performance of the Development Program (including all data in the form required to be maintained under any applicable governmental regulations). Such records will include reports, research notes, charts, graphs, computations, analyses, recordings, photographs, and other graphic or written data specifically relevant to the Development Program.

(d) **Ownership of Active Ingredients and other compounds.** Subject to the license [*], all data, reports, and compounds identified, developed, and/or created under the Development Program, [*] and compounds originating from [*] shall be [*]. Subject to the license [*], all data, reports, and

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compounds identified, developed, and/or created under the Development Program, [*] and all compounds originating from [*] shall be [*]. For the sake of clarity, all data and reports developed and/or created under the Development Program shall [*]. With respect to each Elanco Test Material, each Other Compound, and each Elanco Compound Family, (i) Scynexis shall not use Elanco Test Material, Other Compound, or Elanco Compound Family in any manner inconsistent with this Agreement or for any commercial or internal research purpose; (ii) Scynexis shall use, store and dispose of Elanco Test Material, Other Compound, and Elanco Compound Families in compliance with all applicable laws, regulations and guidelines, (iii) Scynexis shall not reverse engineer, reverse compile, disassemble or derivatize Elanco Test Material, and (iv) shall keep records documenting the quantities of Elanco Test Material received and the disposition of such quantities. With respect to each Scynexis Test Material and Scynexis Compound Family, (i) Elanco shall not use Scynexis Test Material or Scynexis Compound Family in any manner inconsistent with this Agreement or for any commercial or internal research purpose; (ii) Elanco shall use, store and dispose of Scynexis Test Material and Scynexis Compound Families in compliance with all applicable laws, regulations and guidelines, (iii) Elanco shall not reverse engineer, reverse compile, disassemble or derivatize Scynexis Test Material or Scynexis Compound Families and (iv) shall keep records documenting the quantities of Scynexis Test Material and Scynexis Compound Families received and the disposition of such quantities.

(e) **Availability of Employees.** Each Party agrees to make its employees and non-employee consultants to a Development Program reasonably available at their respective places of employment to consult with the other Party on issues arising during the Development Program and in connection with any request related to Development Program from any Regulatory Agency, including regulatory, scientific, technical and clinical testing issues.

(f) **Visit of Facilities.** Representatives of the Parties may, upon reasonable advanced notice and at times reasonably acceptable to the other Party, visit the portions of the other Party's facilities where activities are being performed in connection with the Development Program, and consult informally, during such visits and by telephone, facsimile and e-mail, with the other Party's personnel performing work on the Development Program. Notwithstanding the foregoing, either Party may restrict the other's access to its facilities as required to protect the confidentiality of information not directly related to the Development Program.

(g) **Research Team.** During the Research Term, unless earlier terminated in accordance with Section 4.1(c), Scynexis shall appoint an integrated team, consisting of a project leader, and members from the following disciplines: [*] consisting of [*] full time employee equivalents ("FTEs"); provided, however, in the event that [*], the number of [*] assigned to the Development Program may be [*] FTEs for a period of up to the [*] of the Development Program, in which event the Research Fee for such period shall be [*] accordingly.

(h) **Research Fees.** Each Development Program shall establish the Research Fees payable by Elanco to Scynexis for performance of its obligations under the Development Program. The parties hereby agree that the Research Fees for during the Research Term shall be \$[*] each year for the [*] Program Years, and, unless earlier terminated in accordance with Section 4.1(c), \$[*] each year for the [*] Program Years. All Research Fees shall be due and payable in equal [*] installments, by the [*] of the [*].

(i) **Out-Of-Pocket Expense Reimbursements.** It is acknowledged and agreed that Scynexis will have external studies conducted by Third Parties in furtherance of the Development Program, the costs of which shall be reimbursed by Elanco within [*] of Elanco's receipt of invoice from Scynexis, or paid directly to the Third Parties, at Elanco's sole election.

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(j) **Regulatory / Quality Assurance / Quality Control / Legal.** Parties will allow Regulatory, Quality Assurance, Quality Control, Accounting and Legal personnel from either Party or its attorneys, advisors, accountants and contractors timely and reasonable access to audit financial records, trial protocols, pilot scale manufacturing documents, procedures manuals, patent documents and other Active Ingredient, Elanco Compound or Product-related items relating to the license granted by Scynexis pursuant to this Agreement. Any such audit shall be conducted no more frequently than [*] unless reasonably required more frequently to timely address regulatory issue(s).

4.3 Development and Commercialization of Elanco Compounds and Products

(a) Selection of Elanco Compounds.

(i) Upon completion of the activities to be performed by Scynexis pursuant to the [*] of any Development Program in accordance with Section 4.2, Scynexis and/or Elanco shall prepare for the Steering Committee an application for consideration of an Active Ingredient as a Development Candidate. Within [*] of submission of such application, the Steering Committee shall either (a) designate the as a Development Candidate or (b) decline to designate as a Development Candidate. Any failure of the Steering Committee to make a designation within such time [*] period shall constitute a decision by the Steering Committee to decline to designate the Active Ingredient as a Development Candidate. In the event that the Steering Committee is unable to agree upon whether or not to designate an Active Ingredient as a Development Candidate, such designation shall be made consistent with Elanco's position.

(ii) Within [*] of the designation of as a Development Candidate by the Steering Committee, the Steering Committee shall submit such Development Candidate to Elanco for consideration as an Elanco Compound. Within [*] of such submission, Elanco shall either (a) designate such Development Candidate as an Elanco Compound or (b) decline to designate the Development Candidate as an Elanco Compound. Any failure of Elanco to make a designation within such [*] period shall constitute a decision by Elanco to decline to designate the Development Candidate as an Elanco Compound.

(iii) Except as provided for in Subsection 4.3(a)(v), in the event that Elanco develops, or has developed on its behalf, (1) any Active Ingredient after the presentation of the Active Ingredient for consideration by the Steering Committee, or (2) any Development Candidate, such Active Ingredient shall be deemed an Elanco Compound.

(iv) All licenses to Scynexis Compound Patent Rights to Elanco under Section 2(a) hereof for any Active Ingredient which is submitted to the Steering Committee for designation as a Development Candidate which the Steering Committee declines to so designate as a Development Candidate or which is submitted to Elanco for designation as an Elanco Compound which Elanco declines to designate as an Elanco Compound, shall terminate and all such rights shall revert to Scynexis.

(v) Notwithstanding anything to the contrary contained herein, in the event that [*], and [*], then [*] pursuant to Sections [*]. Furthermore, in the event that [*] an Active Ingredient for further development and commercialization [*] the Development Program in accordance with Section [*] and such Active Ingredient [*], or [*] shall [*] and [*] such Active Ingredient [*].

(b) **Development and Commercialization of Elanco Compounds and Products by Elanco.** Elanco will conduct all development and commercialization activities for the Elanco Compound(s) and/or Product(s) in the Field and Territory at its expense, including, but not limited to the preparation and submission of the appropriate regulatory documents, manufacturing activities, and

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marketing and sales activities required for commercialization within the Field and Territory. All Know-How, including, but not limited to, manufacturing information, formulation development, marketing authorizations, including the veterinary master file and any foreign equivalents, developed by or on behalf of Elanco after Elanco's selection of an Elanco Compound pursuant to section 4.8 shall be owned by Elanco.

(c) **Performance.** Elanco will use Reasonable Commercial Efforts to identify, develop and commercialize Elanco Compounds and Products in the Field in the Territory, but will be under no obligation to market a Product if it determines, in its sole and reasonable business judgment, that such an effort is not commercially viable for Elanco.

(d) **Regulatory / Quality Assurance / Quality Control / Legal.** Parties will allow Regulatory, Quality Assurance, Quality Control, Accounting and Legal personnel from either Party or its attorneys, advisors, accountants and contractors timely and reasonable access to audit financial records, trial protocols, pilot scale manufacturing documents, procedures manuals, patent documents and other Active Ingredient, Elanco Compound or Product-related items relating to the license granted by Scynexis pursuant to this Agreement. Any such audit shall be conducted no more frequently than [*] unless reasonably required more frequently to timely address regulatory issue(s).

5. MILESTONES AND ROYALITIES

5.1 Licensing and Milestone Fees

(a) **Licensing Fee.** In further consideration of the licenses granted by Scynexis under Article 2 of this Agreement and to the Scynexis Test Materials, Elanco has made a one-time payment in the sum of [*].

(b) **Milestone Payments for [*].** In further consideration of the license granted by Scynexis under Article 2 of this Agreement, upon [*], Elanco shall make a one-time payment in the sum of (i) [*] for each [*] Elanco Compound [*], within [*] of attainment of such milestone; or (ii) [*] for each [*] Elanco Compound [*], within [*] of attainment of such milestone ("**Development Milestone**"). For the sake of clarity, the milestone payment listed above is payable only once per Elanco Compound.

(c) **Milestone Payments for [*].** In further consideration of the license granted by Scynexis under Article 2 of this Agreement, upon [*], Elanco shall make a one-time payment in the sum of (i) [*] for a Product that contains an Active Ingredient which is [*], within [*] of attainment of such milestone; or (ii) [*] for any Product contains an Active Ingredient which is [*], within [*] of attainment of such milestone. For the sake of clarity, the milestone payment listed above is payable only once per Elanco Compound.

(d) **Payments for [*] Milestones.** In further consideration of the license granted by Scynexis under Article 2 of this Agreement, Elanco shall make one-time payments within [*] of [*]:

[*]	[*]
[*]	[*]

For the sake of clarity, the milestone payment listed above is payable only once per Elanco Compound.

(e) **Payments for [*] Milestones.** In further consideration of the license granted by Scynexis under Article 2 of this Agreement, Elanco shall make one-time payments within [*] of first time a Product attains such milestone as follows:

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[*] a Product [*]

Milestone Payment:

[*]
[*]

[*]
[*]

For the sake of clarity, the milestone payment listed above is payable only once per Elanco Compound.

5.2 **Royalties to Scynexis.** In further consideration of the rights and licenses granted under Article 2,

(a) for Products [*], for each Product, Elanco will pay to Scynexis on a quarterly basis royalties (“**Royalties**”) on global Net Sales of Products in the Field in the Territory during the applicable Royalty Term, on a Product-by-Product basis, calculated pursuant to table below.

Annual Net Sales of:

Royalty Payment on Net Sales:

Zero United States Dollars to [*]
From Net Sales over [*] to [*]
For all Net Sales over [*]

[*]
[*]
[*]

(b) **No Patent Countries.** The Royalty rates set forth above shall be reduced by [*] for any Net Sales in a country during the applicable Royalty Term where no Valid Claim exists for Products [*], Elanco will pay to Scynexis on a quarterly basis Royalties on global Net Sales by Elanco of Products in the Field in the Territory, during the applicable Royalty Term on a Product-by-Product basis, calculated pursuant to the table below:

Annual Net Sales of:

Royalty Payment on Net Sales:

Zero United States Dollars to [*]
From Net Sales over [*] to [*]
For all Net Sales over [*]

[*]
[*]
[*]

No Patent Countries. The Royalty rates set forth above shall be reduced by [*] for any Net Sales in a country during the applicable Royalty Term where no Valid Claim exists.

5.3 **Audits.** Upon request via Notice from Scynexis, Elanco will permit [*] independent auditing firm to have access during normal business hours to such of the records of Elanco as may be reasonably necessary to verify the accuracy of the financial records (including, without limitation, payment reports) of Elanco relating to amounts paid or payable to Scynexis hereunder in respect of any calendar year ending not more than [*] prior to the date of such request. Except as described in the next paragraph, all such audits will be conducted at the expense of Scynexis and not more than [*].

(a) In the event such accountant concludes that additional payments of any kind as required by this Agreement were owed to Scynexis during such calendar year, the additional amounts will be paid within [*] of the date Scynexis delivers to Elanco such accountant’s written report so concluding. The fees charged by such accountant will be paid by Scynexis, unless the audit discloses that the amounts payable by Elanco for the audited calendar year are more than [*] than the amounts actually paid for such period, in which case Elanco will pay the reasonable fees and expenses charged by the accountant.

(b) Elanco will include in each sublicense granted by it pursuant to this Agreement a provision requiring the sublicensee to make reports to Elanco, to keep and maintain sufficient records of Product sales and Net Sales pursuant to such sublicense, and to grant access to such records by Scynexis’s independent accountant to the same extent required of Elanco under this Agreement.

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(c) Upon request via Notice from Elanco, Scynexis will, at Scynexis's option, permit [*] independent auditing firm [*] to have access during normal business hours to such records of Scynexis as may be reasonably necessary to verify Scynexis's performance under the Agreement in respect of any calendar year ending not more than [*] prior to the date of such request. Except as described in the next paragraph, all such audits will be conducted at the expense of Elanco and not more than [*].

(d) In the event such accountant concludes that amounts reimbursed to Scynexis by Elanco during such period exceeded the amounts approved via Notice in advance by Elanco pursuant to Sections 4.2(a) and 4.2(h) and out-of-pocket expenses approved by Elanco pursuant to Section 4.2(i), the amount of the excess expenses will be paid to Elanco within [*] of the date Elanco delivers to Scynexis such accountant's written report so concluding. The fees charged by such accountant will be paid by Elanco, unless the audit discloses that the amounts paid by Elanco to Scynexis for the audited calendar year are more than [*] than the amount of the expenses approved by Elanco for such calendar year, in which case Scynexis will pay the reasonable fees and expenses charged by such accountant for the audit of such calendar year.

(e) The Parties agree that all information subject to review under this Section 5.6 or under any sublicense agreement is Confidential Information and that it will cause its accountant to retain all such information in confidence.

5.4 Royalty Payment Terms. Royalties shown to have accrued by each royalty report provided for under this Agreement will be due and payable on the date such royalty report is due. Payment of Royalties in whole or in part may be made in advance of such due date. Royalties determined to be owing, and any overpayments to be credited with respect to any prior period, will be added together with interest (calculated in accordance with Section 5.8) on any overdue amounts accruing under this Agreement from the date of the report for the period for which such amounts are owing, or credited, as the case may be, to the next quarterly payment hereunder.

5.5 Royalty Reports. Royalty reports are due for each calendar quarter [*] after the end of the quarter. For each calendar quarter, the royalty report will set out the Royalty amount due and Net Sales, as well as any amounts payable to Scynexis in accordance with Section 5.6 with respect to sublicense payments or consideration which Elanco has received in such calendar quarter.

5.6 Withholding of Taxes. Any withholding of taxes levied by tax authorities outside the United States on the payments hereunder will be deducted by Elanco from the sums otherwise payable by it hereunder for payment to the proper tax authorities on behalf of Scynexis and will be borne by Scynexis. Elanco agrees to cooperate with Scynexis in the event Scynexis claims exemption from such withholding or seeks deductions under any double taxation or other similar treaty or agreement from time to time in force, such cooperation to include, without limitation, providing receipts of payment of such withheld tax or other documents reasonably available to Elanco.

5.7 Exchange Controls. Except as otherwise provided in this Agreement, all payments to be made pursuant to this Agreement will be paid in U.S. Dollars. If at any time legal restrictions prevent the prompt remittance of part or all Royalties with respect to any country where Product is sold, payment will be made through such lawful means or methods as Elanco may determine. When in any country the law or regulations prohibit both the transmittal and deposit of Royalties on sales or any other payments due under this Agreement in such a country, royalty payments due by Elanco to Scynexis in respect of sales in such country will be suspended for as long as such prohibition is in effect, and as soon as such prohibition ceases to be in effect, all payments that Elanco would have been obligated to transmit or deposit, but for the prohibition, will forthwith be deposited or transmitted promptly to the extent allowable, as the case may be. If the royalty rate specified in this Agreement should exceed the permissible rate established in any country, the royalty rate for sales in such country will be adjusted to the highest legally permissible or government-approved rate.

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5.8 Interest on Late Payments. If either Party fails to pay any payment due under this Agreement on or before the date such payment is due, as provided in this Agreement, such late payment shall bear interest, to the extent permitted by applicable law, at the prime rate as of the date of U.S. Mail postmark of the relevant payment if sent by U.S. Mail, or otherwise on the date of receipt of payment, as published in The Wall Street Journal and found on the wsj.com website at the following link or its successor site:

<http://interactive5.wsj.com/edition/resources/documents/mktindex.hherates.htm>

plus [*], as calculated on the number of days the relevant payment is delinquent from and including the date payment is due through and including the date upon which the owed Party has collected immediately available funds in its own account.

6. INVENTIONS AND PATENT RIGHTS

6.1 Background IP. The Parties acknowledge that any Background IP of a Party used in the under a Development Plan remains the property of such Party. Save to the extent necessary for the purpose of and to the extent required under a Development Plan for performing the Development Program, nothing in this Agreement shall be interpreted as an obligation on a Party or its Affiliates to give access to or grant a license under its Background IP.

6.2 Disclosure of Inventions. Each Party shall promptly disclose to the other all Arising IP, including all invention disclosures or other similar documents submitted to such Party by its or its Affiliates', employees, agents or independent contractors describing such Arising IP. Such Party shall also respond promptly to reasonable requests from the other Party for more Information relating to such inventions.

6.3 Scynexis Arising IP. All right, title and interest in all Scynexis Arising IP will, regardless of inventorship, be owned by Scynexis. In the event that [*] and/or [*] Scynexis Arising IP, [*] and [*] such Scynexis Arising IP.

6.4 Elanco Arising IP. All right, title and interest in all Elanco Arising IP will, regardless of inventorship, be owned by Elanco.

6.5 Sole Property. The Parties agree that, where Arising IP and any resulting Patent Right shall be and become the sole property of the relevant Party as set out in Sections 6.3. and 6.4. above, said Party shall have the right to determine whether any application for a patent or other intellectual property right shall be made and shall have the exclusive benefit throughout the world thereof, together with the right to maintain, defend, assign or abandon such intellectual property rights without reference to any other person.

6.6 Joint Arising IP. In the event that any Arising IP is either Scynexis Arising IP or Elanco Arising IP, the Parties shall assign of the patent applications to establish ownership consistent with whether the IP is Scynexis Arising IP or Elanco Arising IP. In the event that any Arising IP is [*], the Arising IP shall be jointly-owned ("Joint Arising IP"). [*] will have the first right, but not the obligation, to assume responsibility for the preparation, filing, prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of patent applications covering such Joint Arising IP (any such patent application and any patents issuing therefrom a "**Joint Patent Right**") in any

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jurisdictions throughout the Territory. If [*] declines to prepare, file, prosecute, and/or maintain a patent application covering a potentially patentable Joint Arising IP or a Joint Patent Right, then [*] shall have the right, but not the obligation, to assume responsibility for the preparation, filing, prosecution (including any interferences, reissue proceedings and reexaminations) and/or maintenance of patent applications covering such Joint Arising IP (any such patent application and any patents issuing therefrom shall be deemed a Joint Patent Right) in any jurisdictions throughout the Territory. The Party that prosecutes a patent application in the Joint Patent Rights (the “**Prosecuting Party**”) shall provide the other Party reasonable opportunity to review and comment on such filing and prosecution efforts regarding the applicable Joint Patent Rights in the particular jurisdictions, and such other Party shall provide the Prosecuting Party reasonable assistance in such efforts. The Prosecuting Party shall provide the other Party with a copy of all material communications with any patent authority in the applicable jurisdictions regarding the Joint Patent Right being prosecuted by such Party promptly following receipt or dispatch thereof by such Party. The Prosecuting Party shall provide drafts of any material filings or responses to be made to such patent authorities a reasonable amount of time in advance of submitting such filings or responses for the other Party to review and comment thereon and will incorporate, absent a substantial reason to the contrary, such Party’s comments on such filing before submitting such filing to the relevant patent authority. In particular, each Party agrees to provide the other Party with all information necessary or desirable to enable the other Party to comply with the duty of candor/duty of disclosure requirements of any patent authority. [*] shall be responsible for all out-of-pocket expenses incurred in connection with such preparation, filing, prosecution and maintenance of Joint Patent Rights for all Patent Rights [*]. For any Joint Patent Right [*] or [*], [*] the reasonable out-of-pocket expenses incurred in connection with the filing, prosecution, and maintenance of such Joint Patent Rights. The Prosecuting Party will invoice the other Party for the other Party’s share of such expenses. The other Party will reimburse the Prosecuting Party for the other Party’s share of such expenses within [*] after receipt of invoice (including supporting documentation, upon written request of the other Party); if the other Party fails or declines to pay its one-half share of expenses within the [*] period, the Prosecuting Party may deduct from amounts due and owing to the other Party such share of unpaid expense. Either Party may determine that it is no longer interested in supporting the continued prosecution or maintenance of a particular Joint Patent in a country or jurisdiction, in which case the disclaiming Party shall notify the other Party.

6.7 Further Assistance. Each Party and its employees, agents, representatives and contractors shall provide the other Party all reasonable assistance and cooperation in the prosecution of Arising IP as provided in this Section, including providing any necessary powers of attorney and executing any other required documents or instruments for such prosecution at the expense of said relevant Party; provided, however that any payments, other obligations, and/or acts due to an inventor under statutory national laws will be the responsibility of [*] and [*], and/or [*] of any such payments, other obligations, and/or acts.

6.8 Scynexis Patent Rights. Except as otherwise provided in this Article 6, Scynexis shall direct the preparation, filing, prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of the Scynexis Patent Rights, other than Joint Patents, in any jurisdiction in the Territory. Scynexis shall provide Elanco reasonable opportunity to review and comment on such filing and prosecution efforts regarding such Scynexis Patent Rights in the Territory. Scynexis shall provide Elanco with a copy of all material communications from any patent authority in the Territory regarding such Scynexis Patent Rights, and shall provide drafts of any material filings or responses to be made to such patent authorities a reasonable amount of time in advance of submitting such filings or responses for Elanco to review and comment thereon [*] before submitting such filing to the relevant patent authority, [*] and provided [*]. If Scynexis determines in its sole discretion to abandon or not maintain any Scynexis Patent Right anywhere in the Territory, then Scynexis shall provide Elanco written notice of such determination at least [*] before any deadline for taking action to avoid abandonment upon written request by Elanco and shall [*] provide Elanco with the opportunity to prepare, file, prosecute and

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maintain such Patent Right in the Territory, at Elanco's sole expense. If Elanco desires Scynexis to file, in a particular jurisdiction in the Territory, a Scynexis Patent Right that claims priority to another Scynexis Patent Right, Elanco shall provide written notice to Scynexis requesting that Scynexis file such patent application in such jurisdiction. If Elanco provides such written notice to Scynexis, Scynexis shall either (i) file and prosecute such patent application and maintain any patent issuing thereon in such jurisdiction, or (ii) notify Elanco that Scynexis does not desire to file such patent application and shall [*] provide Elanco with the opportunity to file and prosecute such patent application and maintain any patent issuing thereon, at Elanco's sole expense. Elanco's rights under this Section 6.6 with respect to any Scynexis Patent Right licensed to Scynexis by a Third Party and listed in Exhibit A shall be subject to the rights of such Third Party to file, prosecute, and/or maintain such Scynexis Patent Rights.

(a) At any time that Elanco is filing and prosecuting a patent application and maintaining any patent issuing thereon on pursuant to this Section 6.8, Elanco shall provide Scynexis reasonable opportunity to review and comment on such filing and prosecution efforts regarding such Scynexis Patent Rights in the Territory. Elanco shall provide Scynexis with a copy of all material communications from any patent authority in the Territory regarding such Scynexis Patent Rights, and shall provide drafts of any material filings or responses to be made to such patent authorities a reasonable amount of time in advance of submitting such filings or responses for Scynexis to review and comment thereon

(b) No later than [*] of each calendar year (or within [*] of the Effective Date, in the case of the first Program Year) during the term of this Agreement, Scynexis will provide Elanco with an updated Exhibit D and report describing the status of the Scynexis Patent Rights licensed to Elanco pursuant to Section 2.1. Such report will include, at a minimum, the patent application and patent number, country(ies), filing date, issue date, expiration date and other relevant information.

6.9 Elanco Patent Rights. Elanco will have sole responsibility for and control over the filing, prosecution, maintenance and enforcement of the Elanco Patent Rights, at Elanco's expense.

6.10 Patent Extensions. Scynexis will cooperate with Elanco in obtaining patent term extension or supplemental protection certificates and the like with respect to the Scynexis Patent Rights and Joint Patent Rights in the Field as to which Elanco is licensed under this Agreement, in each country and region where [*]. [*] which Patent Right to extend and [*]. Each Party shall provide reasonable assistance to the other Party in connection with obtaining any such extensions. To the extent reasonably and legally required in order to obtain any such extension in a particular country, each Party shall make available to the other Party a copy of the necessary documentation to enable such other Party to use the same for the purpose of obtaining the extension in such country.

7. INFRINGEMENT; ENFORCEMENT

7.1 Infringement Claims. If the manufacture, sale or use of a Product pursuant to this Agreement results in, or may result in, any claim, suit or proceeding by a Third Party alleging patent infringement by Scynexis or Elanco (or its licensees or sublicensees), or by an Affiliate of Scynexis or Elanco, such Party will promptly notify the other Party hereto via Notice. The Party subject to such Third Party claim will have the exclusive right to defend and control the defense of any such claim, suit or proceeding, at its own expense, using counsel of its own choice; provided, however, that neither Party will enter into any settlement which admits or concedes that any aspect of the Patent Rights (including Joint Patent Rights) of the other Party is invalid or unenforceable without the prior written consent of said other Party. The Party subject to the Third Party claim will keep the other Party hereto reasonably informed of all material developments in connection with any such claim, suit or proceeding. Should [*] decide not to actively defend or fail to defend any such claim, suit, or proceedings by a Third Party relating to [*], then [*] will be entitled to take over, at its option, the right to defend such infringement proceedings and the control of any such defense, at its cost.

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7.2 Enforcement of Joint Patent Rights. Scynexis and Elanco will each promptly notify the other via Notice of any alleged or threatened infringement of the Joint Patent Rights of which they become aware. Scynexis and Elanco will then confer and may agree jointly to prosecute any such infringement. If the Parties do not agree on whether or how to proceed with enforcement activity (a) within [*] following the notice of alleged infringement or (b) [*] before the time limit, if any, set forth in the appropriate laws and regulations for the filing of such actions, whichever comes first, then [*] may commence litigation with respect to the alleged or threatened infringement at its own expense. In the event that [*] does not commence litigation within [*] of the above-specified date, [*] may do so, at [*] expense. In the event a Party brings an infringement action against a Third Party, the other Party will cooperate fully, including, if required to bring such action, the furnishing of a power of attorney.

(a) Except as otherwise agreed to by the Parties as part of a cost-sharing arrangement, any recovery realized as a result of such litigation (whether by way of settlement or otherwise) will be first allocated to reimbursement of unreimbursed legal fees and expenses incurred by the Party initiating the proceeding, then toward reimbursement of any unreimbursed legal fees and expenses of the other Party, and then the remainder will be divided between the Parties as follows: (y) if the award is based on lost profit, Elanco will receive an amount equal to the damages the court determines Elanco has suffered as a result of the infringement less the amount of any Royalties that would have been due to Scynexis on sales of Products lost by Elanco or any Affiliate or sublicensee of Elanco as a result of the infringement had Elanco or any Affiliate or sublicensee of Elanco made such sales, and Scynexis will receive an amount equal to the Royalties and other payments it would have received under Article V if such sales had been made by Elanco or any Affiliate or sublicensee of Elanco; and (z) as to awards other than those based on lost profits, [*] to the Party initiating such proceedings and [*] to the other Party.

7.3 Enforcement Action in the Field.

(a) [*] shall have the sole right, but not the obligation, to commence and control any legal action or proceeding, or the filing of any counterclaim, related to any alleged infringement of the [*] Patent Rights (“Action”) in the Field in the Territory. In the event that [*] elects, in its sole discretion, to undertake such an Action, [*] agrees to reasonably cooperate with [*], including providing access to all necessary documents, executing all papers and performing such other acts as may be reasonably required for such Action, including, but not limited to, consenting to be joined as a Party plaintiff in such Action. [*] shall control such Action, and [*] may enter into settlements, stipulated judgments or other arrangements respecting such infringement; provided, however, [*] shall not settle or make any agreement that would have an adverse effect on [*] rights under this Agreement, without the prior written consent of [*], which shall not be unreasonably withheld or delayed. [*] shall keep [*] reasonably apprised of the progress of any such Action. [*] may, at its option and sole expense, be represented by counsel of its choice, but all other costs associated with any such Action shall be at the sole expense of [*].

(b) In the event that [*] does not commence and or continue to control such Action within [*] of receipt of Notice from [*], [*] shall have the sole right, but not the obligation, to commence and control any such Action in the Field in the Territory. In the event that [*] elects, in its sole discretion, to undertake such an Action, [*] agrees to reasonably cooperate with [*], including providing access to all necessary documents, executing all papers and performing such other acts as may be reasonably required for such Action, including, but not limited to, consenting to be joined as a party plaintiff in such Action. Upon such election, [*] shall control such Action, and [*] may enter into settlements, stipulated judgments or other arrangements respecting such infringement; provided, however, [*] shall not settle or

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make any agreement that would have an adverse effect on [*] rights under this Agreement, without the prior written consent of [*], such consent not to be unreasonably withheld or delayed. [*] shall keep [*] reasonably apprised of the progress of any such Action. [*] may, at its option and sole expense notwithstanding the immediately following paragraph, be represented by counsel of its choice, but all other costs associated with any such Action shall be at the sole expense of [*].

(c) Except as otherwise agreed to by the Parties as part of a cost-sharing arrangement, any recovery realized as a result of such litigation (whether by way of settlement or otherwise) will be first allocated to reimbursement of unreimbursed legal fees and expenses incurred by the Party initiating the Action, then toward reimbursement of any unreimbursed legal fees and expenses of the other Party, and then the remainder will be divided between the Parties as follows: (y) if the award is based on lost profits, Elanco will receive an amount equal to the lost Net Sales the court determines Elanco has lost as a result of the infringement less the amount of any Royalties that would have been due to Scynexis on sales of Products lost by Elanco or any Affiliate or sublicensee of Elanco as a result of the infringement had Elanco or any Affiliate or sublicensee of Elanco made such sales, and Scynexis will receive an amount equal to the Royalties and other payments it would have received under Article V if such sales had been made by Elanco or any Affiliate or sublicensee of Elanco; and (z) as to awards other than those based on lost sales, [*] to the Party initiating such Action and [*] to the other Party.

8. CONFIDENTIALITY

8.1 Confidentiality Agreement. The Parties are bound by a Confidential Disclosure Agreement effective as of [*]. The Parties' rights and obligations under the Confidential Disclosure Agreement are incorporated herein by reference and are now extended for the term of this Agreement; should there be any conflict, the provisions of this Agreement shall prevail.

8.2 Nondisclosure; Exceptions. Neither Scynexis nor Elanco shall publish or disclose to any Third Party, including its independent contractors, any or all Confidential Information of the other Party without the advance execution of a binding confidentiality agreement between the Third Party and the disclosing Party [*]. Neither Scynexis nor Elanco shall disclose to any Third Party or use for any purpose besides this Agreement Confidential Information of the other Party, unless such Party can demonstrate that such information:

- (a) Was known to the receiving Party or to the public prior to disclosure by the disclosing Party under this Agreement, as shown by written records;
- (b) Becomes known to the public from a source other than the receiving Party;
- (c) Is disclosed to the receiving Party on a non-confidential basis by a Third Party having a legal right to make such disclosure;
- (d) Is required to be disclosed by law or judicial order; provided, however, the receiving Party shall promptly notify the disclosing Party and shall not disclose any information without the disclosing Party's prior written consent or until the disclosing Party has exhausted any legal actions it may take to prevent or limit the requested disclosure; or
- (e) Is independently developed by the receiving Party not having access to the disclosing Party's information.

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8.3 Survival of Confidentiality and Non-Use Obligations. Such obligations of confidentiality and non-use shall survive expiration or termination of this Agreement for a period of [*] from the effective date of such termination or expiration.

8.4 Authorized Disclosure. Each Party may disclose Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary in the following instances:

- (a) filings submitted to a Regulatory Agency to the extent necessary for obtaining marketing approvals in the Field;
- (b) complying with applicable governmental regulations;
- (c) as necessary in order for Elanco to exercise its rights including subcontracting under this Agreement;
- (d) conducting pre-clinical or clinical trials of Elanco Compounds or Products; and
- (e) disclosure on a “need to know” basis to Affiliates, sublicensees, employees, consultants or agents who agree to be bound by similar terms of confidentiality and non-use at least equivalent in scope to those set forth in this Article VIII.

9. INDEMNIFICATION; REPRESENTATIONS & WARRANTIES

9.1 Liabilities; Indemnification by Elanco. Elanco will at all times during and after the term of this Agreement be responsible for, and will defend, indemnify and hold Scynexis, its Affiliates and their respective directors, officers, employees and contractors harmless from and against any and all losses, claims, suits, proceedings, expenses, recoveries and damages, including reasonable legal expenses and costs including attorneys’ fees (collectively, “**Claims**”), arising out of any claim by any Third Party to the extent such Claims results or arises from (a) Elanco’s breach of this Agreement; (b) the negligence or willful misconduct of Elanco, its Affiliates, or their respective directors, officers, employees or contractors in their performance hereunder; (c) the development, use, sale, distribution, marketing, promoting or commercialization of the Elanco Compounds or Products; except to the extent such Claims are caused by a breach of this Agreement by Scynexis or the negligence or willful misconduct of Synexis; or (d) the commercialization of the Products infringing upon the Intellectual Property Rights of any Third Party. Scynexis will give Elanco prompt Notice of any such Claims and, without limiting the foregoing indemnity, Elanco will have the right to compromise, settle or defend such Claim (to the extent subject to indemnity by Elanco as set forth herein); provided that (i) no offer of settlement, settlement or compromise by Elanco shall be binding on Scynexis without its prior written consent (which consent shall not be unreasonably withheld or delayed), unless such settlement fully releases Scynexis without any liability, loss, cost or obligation incurred by Scynexis and (ii) Elanco shall not have authority to admit any wrongdoing or misconduct on the part of Scynexis or its Affiliates except with Scynexis’ prior written consent.

9.2 Indemnification by Scynexis. Scynexis will at all times during and after the term of this Agreement be responsible for, and will indemnify, defend and hold Elanco, its Affiliates, and their respective directors, officers, employees and contractors harmless from and against any and Claims arising out of any claim by any Third Party to the extent arising out of (a) Scynexis’ breach of this Agreement; or (b) the negligence or willful misconduct of Scynexis, its Affiliates, or their respective directors, officers, employees or contractors in their performance hereunder. Elanco will give Scynexis prompt Notice of any such Claim and, without limiting the foregoing indemnity, Scynexis will have the right to compromise, settle or defend any such Claim (to the extent subject to indemnity by Scynexis as

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set forth herein); provided that (i) no offer of settlement, settlement or compromise by Scynexis shall be binding on Elanco without its prior written consent (which consent shall not be unreasonably withheld or delayed), unless such settlement fully releases Elanco without any liability, loss, cost or obligation incurred by Elanco and (ii) Scynexis shall not have authority to admit any wrongdoing or misconduct on the part of Elanco or its Affiliate except with Elanco's prior written consent.

9.3 Scynexis Representations & Warranties to Elanco. As of the Effective Date, Scynexis represents and warrants that it owns all right and title to, or owns the exclusive rights to, the Scynexis Patent Rights listed in Exhibit D and the Scynexis Technology existing as of the Effective Date and licensed by Elanco hereunder, and that it has the right to enter into this Agreement.

9.4 Representations & Warranties of the Parties to Each Other. Scynexis and Elanco each represent and warrant that, as of the Effective Date, execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of such Party, its officers and directors and does not conflict with, violate, or breach any agreement to which either Elanco or Scynexis is a party, or either Party's articles of incorporation or bylaws.

9.5 Warranty and Disclaimer Concerning Intellectual Property.

(a) Scynexis represents and warrants that, as of the Effective Date of this Agreement, Scynexis has not received any written notice from any Third Party asserting or alleging that the use the Scynexis Technology by Scynexis prior to the Effective Date infringed, will be subject to a royalty or payment or has misappropriated the intellectual property rights of such Third Party.

(b) Scynexis represents and warrants, as of the Effective Date of this Agreement and to Scynexis's actual knowledge, without any duty of inquiry, the research, development, manufacture, use and sale of any Elanco Compound or Product incorporating Scynexis Test Materials will not infringe upon the intellectual property rights of a Third Party.

(c) As of the Effective Date of the Agreement, there are no pending, and to Scynexis's knowledge no threatened, actions, suits or proceedings against Scynexis involving the Scynexis Technology.

(d) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE.

(e) Without limiting the generality of the foregoing, each Party expressly does not warrant (i) the success of any research or development activities commenced under the Development Plan or (ii) the safety or usefulness for any purpose of the technology it provides hereunder.

9.6 Limitations of Liability.

(a) Except for the obligations of the Parties to indemnify each other under Sections 9.1 and 9.2 AND BREACHES OF SECTIONS 2, 6, AND 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, WHETHER SUCH CLAIM IS BASED IN CONTRACT, IN TORT OR IN ANY OTHER LEGAL THEORY.

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(b) EXCEPT FOR THE OBLIGATIONS OF THE PARTIES TO INDEMNIFY EACH OTHER UNDER SECTIONS 9.1 AND 9.2 AND BREACHES OF SECTIONS 2, 6 AND 8, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY RECEIVED BY SCYNEXIS FROM ELANCO (NOT INCLUDING REIMBURSEABLE EXPENSES RECEIVED BY SCYNEXIS).

10. TERM & TERMINATION

10.1 **Term.** Except as otherwise provided in this Agreement, the term of this Agreement will commence on the Effective Date and end on the date of expiration of the last remaining Royalty Term. For the avoidance of doubt, expiration of the Agreement pursuant to this Section 10.1 will not preclude Elanco from continuing to market and sell Products or to use Elanco Compounds or Products after the term of this Agreement.

10.2 **Expiration of License.** For the avoidance of doubt, the license for the Field in the Territory granted by Scynexis to Elanco pursuant to Section 2.1(a) and (b) and all other rights granted to Elanco (other than those expressly stated to continue after expiration or termination of this Agreement), will cease upon the expiration or earlier termination of this Agreement, [*].

10.3 **Scynexis Termination For Cause and Consideration.** If Scynexis terminates this Agreement pursuant to Section 10.7, Scynexis will [*] and Elanco will [*].

10.4 **Elanco Termination For Cause and Consideration.** If Elanco terminates this Agreement pursuant to Section 10.7, Scynexis will [*] Elanco [*].

10.5 **Surviving Obligations.** Upon expiration or termination of this Agreement, the obligations which by their nature are intended to survive expiration or termination of this Agreement, will survive.

10.6 **Accrued Obligations.** Expiration or earlier termination of this Agreement for any reason, will not relieve the Parties of any obligation that accrued prior to such expiration or termination.

10.7 **Termination At Will.** Subject to the provisions of this Agreement, Elanco may terminate this Agreement upon [*] written Notice to Scynexis any time after termination or expiration of the Research Term. In the event Elanco terminates the Agreement pursuant to this Section [*] for an Elanco Compound and [*] for such Elanco Compound [*], Elanco will grant to Scynexis (i) a worldwide, perpetual, fully-paid, royalty-free, non-exclusive, license in the Field in the Territory with respect to any Elanco Know-How to research, develop, make, have made, use, sell, have sold, offer for sale, import, export and sub-license such Elanco Compounds or Products and (ii) a worldwide, royalty-bearing, exclusive, license (at the rates [*]) to research, develop, make, have made, use, sell, have sold, offer for sale, import, export and sub-license such Elanco Compounds or Products.

10.7 **Events of Default.** An event of default (“**Event of Default**”) will have occurred and this Agreement may be terminated by the Party first named in each paragraph below in the following circumstances:

(a) **Material Breach.** By the non-breaching Party, if the breaching Party fails to remedy a material breach of this Agreement within [*] after Notice thereof detailing the breach has been given to the breaching Party by the non-breaching Party.

(b) **Failure of Elanco to Pay.** By Scynexis, if Elanco fails to make any payment not disputed in good faith as required under this Agreement within the period(s) identified in this Agreement after such payment becomes payable, and such failure is not remedied within [*] after Notice thereof from Scynexis.

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(c) **Bankruptcy.** By either Party, upon a proceeding in bankruptcy that is not dismissed within [*], insolvency, dissolution or winding up of the other Party.

10.8 **Termination Not Sole Remedy.** Termination is not the sole remedy under this Agreement, and, whether or not termination is effected, all other remedies will remain available except as the Parties have expressly agreed to otherwise herein.

11. MISCELLANEOUS

11.1 **Separate Entities / Disclaimer of Agency.** Scynexis and Elanco are and will remain separate independent entities. This Agreement will not constitute, create or otherwise imply a joint venture, partnership or formal business organization of any kind. Each Party to this Agreement will act as an independent contractor and not as an agent or legal representative of the other. Neither Party will have the right or authority to assume, create or incur any Third Party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as expressly set forth in this Agreement.

11.2 **Press Releases & Disclosures.** Neither Party will submit for written or oral publication any document, data, or other information generated and provided by the other Party during the term of this Agreement without first obtaining the prior written consent of the other Party, which consent will not be unreasonably withheld, especially as it relates to releases required for local fiscal reporting laws, filing regulations or stock rules relating to the Party or any Affiliate of the Party. The contributions of each Party will be noted in all publications, presentations, and press releases.

11.3 **Publicity.** Until [*], or [*], neither Party will disclose to the public, any information about this Agreement, including its existence, without the prior written consent of the other Party, which decision regarding consent will be communicated no later than [*] from the date of receipt of the request, except where required for local fiscal reporting laws, filing regulations or stock exchange rules relating to the Party or any Affiliate of the Party. Furthermore, neither Party shall use in advertising, publicity or otherwise the name or any trademark of the other Party without prior written consent.

11.4 **Force Majeure.** If either Party is affected by any extraordinary, unexpected and unavoidable event, including, without limitation, acts of God, floods, fires, riots, terrorism, war, accidents, labor disturbances, breakdown of plant or equipment, lack or failure of transportation facilities, unavailability of equipment, sources of supply or labor, raw materials, power or supplies, infectious diseases of animals, or by the reason of any law, order, proclamation, regulation, ordinance, demand or requirement of the relevant government or any sub-division, authority or representative thereof (provided that in all such cases the Party claiming relief on account of such event can demonstrate that such event was extraordinary, unexpected and unavoidable by the exercise of reasonable care) ("*Force Majeure*"), it will as soon as reasonably practicable notify the other Party of the nature and extent thereof and take all reasonable steps to overcome the *Force Majeure* and to minimize the loss occasioned to that other Party. Neither Party will be deemed to be in breach of this Agreement or otherwise be liable to the other Party by reason of any delay in performance or nonperformance of any of its obligations hereunder to the extent that such delay and nonperformance is due to any Force Majeure of which it has notified the other Party and the time for performance of that obligation will be extended accordingly. Notwithstanding the foregoing sentence, should the Force Majeure continue for more than [*], then the other Party shall have the right to terminate this Agreement immediately upon Notice of termination delivered to the affected Party.

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11.5 Assignment. This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided, however, that each of the Parties may, without such consent, assign this Agreement and its rights and obligations hereunder to its Affiliates or in connection with the transfer or sale of all or substantially all of the portion of its business to which this Agreement relates, or in the event of its merger or consolidation or change in control or similar transaction or, in the case of Scynexis, the creation of a special purpose corporation or design and development limited partnership. Any permitted assignee will assume all obligations of its assignor under this Agreement in writing prior to the assignment. Any purported assignment in violation of the preceding sentences will be void.

11.6 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one of the Parties hereto to the other Party (a “**Notice**”) will be delivered in writing by one of the following means: delivered personally; sent via e-mail with express confirmation from the addressee of its receipt; by facsimile (and promptly confirmed by personal delivery or courier); by a reputable, commercial courier; or by U.S. mail postage prepaid (where applicable), and addressed to such other Party at its address indicated below, or to such other address as the addressee will have last furnished in writing to the addressor and will be effective upon receipt by the addressee. Such Notices will be effective within three (3) business days of the postmark or transmittal date or when delivered to the addressee, whichever is earlier.

If to Scynexis:

SCYNEXIS, Inc.
3501C Tricenter Blvd
Durham, NC 27713
Attn: Vice President, Animal Health

With copy to:

SCYNEXIS, Inc.
3501C Tricenter Blvd
Durham, NC 27713
Attn: General Counsel

If to Elanco:

For General Notices:

Elanco Animal Health
Greenfield Laboratories
2500 Innovation Way / P.O. Box 708
Greenfield, IN 46140

Attention: Legal Department
Fax: 317-276-9434
E-mail: elancolegal@elanco.com

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For Notices related to Intellectual Property
Elanco Animal Health
Greenfield Laboratories
2500 Innovation Way / P.O. Box 708
Greenfield, IN 46140

Attention: General Patent Counsel/EAM
Fax: 317- 276-3861
E-mail: elancolegal@elanco.com

11.7 **Execution of Agreement.** This Agreement may be executed by original or facsimile signature in several counterparts, all of which shall be deemed to be originals, and all of which shall constitute one and the same Agreement. Notwithstanding the foregoing, the Parties shall deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

11.8 **Waiver.** The waiver by a Party of a breach or a default of any provision of this Agreement by the other Party shall be in writing only, shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of a Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder and shall not operate as a waiver of any right, power or privilege by such Party.

11.9 **Entire Agreement.** This Agreement and the Exhibits hereto (which Exhibits are deemed to be a part of this Agreement for all purposes) contain the full understanding of the Parties with respect to the subject matter hereof and supersede all prior understandings and writings relating thereto. No waiver, alteration or modification of any of the provisions hereof shall be binding unless made in writing and signed by the Parties.

11.10 **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

11.11 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the Parties shall negotiate a substitute provision that, to the extent possible, accomplishes the original business purpose. During the period of such negotiation, and thereafter if no substituted provision is agreed upon, any such provision which is enforceable in part but not in whole shall be enforced to the maximum extent permitted by law.

11.12 **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and permitted assigns under Section 11.5 of this Agreement.

11.13 **Independent Contractors.** It is understood and agreed that the relationship between the Parties hereunder is that of independent contractors and that nothing in this Agreement shall be construed as authorization for either Scynexis or Elanco to act as agent for the other.

11.14 **No Third Party Beneficiaries.** No person or entity other than Scynexis, Elanco and their respective Affiliates and permitted assignees hereunder shall be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Agreement.

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

11.15 **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of [*] applicable therein, without regard to any conflict of law principles.

11.16 **Change Control.** The use of Affiliate shall exclude any Third Party (and its affiliates) that becomes an Affiliate of a Party due to such Third Party's acquisition (however structured, including by merger, acquisition of stock, acquisition of all or substantially all assets or otherwise) of such Party or the acquisition (however structured, including by merger, acquisition of stock, acquisition of all or substantially all assets or otherwise) by a Party of a Third Party.

12. DISPUTE RESOLUTION

12.1 **Dispute Resolution.** In the event of a dispute, controversy or claim under or relating to this Agreement (a "Dispute"), the Parties shall refer such dispute as follows:

(a) **Informal Dispute Resolution:** Within [*] of the notice of dispute, the key executives for each shall meet to negotiate resolution of such dispute.

(b) **Mediation:** In the event that parties are not able to resolve the dispute through informal dispute resolution, the parties will mediate the dispute before a nationally recognized mediator agreeable to both parties within [*] of the notice of dispute.

(c) **Arbitration:** In the event that the parties are not able to resolve the dispute through mediation within [*] of the notice of dispute, then the dispute shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration by three arbitrators, of whom each party shall appoint one from the CPR National Panels of Distinguished Neutrals and the selected arbitrators selecting the neutral arbitrator from the CPR National Panels of Distinguished Neutrals. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be in a location mutually agreed to by the parties. The parties agree that they shall present the dispute to the panel of arbitrators within [*] of the notice of dispute with the panel of arbitrators issuing their ruling within [*] of the notice of dispute resolution. The arbitral tribunal may extend this time limit in the interest of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

(d) The Parties hereby submit and consent to the dispute resolution provisions provided in this Agreement as the exclusive jurisdiction for such disputes and irrevocably agree that all actions or proceedings relating to this Agreement and any dispute shall be litigated as provided herein, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such venue. Any such legal remedies in an arbitration, court or judicial body of competent jurisdiction shall be conducted in the English language.

12.2 **No Delay in Unrelated Payments.** In the event of a Dispute, a Party shall have no right to toll or delay any payment or other obligation in this Agreement unrelated to the Dispute as a result of the Dispute.

13. COMPLIANCE

13.1 **Mutual Covenant.** Each Party shall ensure that it and its activities under this Agreement shall at all times comply with all applicable laws, regulations and industry codes. Each party represents that any funds paid to the other pursuant to this Agreement are not proceeds of any illegal activity.

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13.2 **Notice of Inspections.** Scynexis shall provide Elanco with immediate notice of any governmental or regulatory review, audit or inspection of its facility, processes, or products that might relate to the goods, software, or services furnished Elanco under this Agreement. Scynexis shall provide Elanco with the results of any such review, audit or inspection. Elanco shall be given the opportunity to provide assistance to Scynexis in responding to any such review, audit or inspection.

13.3 **Books and Records.** During the term of this Agreement and for a period of [*] thereafter, the records of each Party relating to the performance of its duties and obligations under this Agreement shall be open to inspection and subject to audit and reproduction by the other Party or other Party's agent or representative.

13.4 **Anti-Corruption Laws.** In carrying out their responsibilities under this Agreement, the Parties shall comply with all applicable anti-corruption laws in the countries where the Parties have their principal places of business and where they conduct activities under this Agreement. Additionally, the Parties understand and agree to comply with the U.S. Foreign Corrupt Practices Act, as revised, which generally prohibits the promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. For purposes of this section, "government official" means any official, officer, representative, or employee of, including any doctor employed by, any non-U.S. government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organization or political party or candidate for political office. Additionally, each Party represents to the other Party that neither it nor any of its owners, directors, employees, agents, consultants (1) is a government official, or will directly or indirectly (2) pay or give or promise to pay or give anything of value to any government official for purposes of (A) influencing any act or decision of such government official in his official capacity; (B) inducing such government official to do or omit to do any act in violation of the lawful duty of such official; (C) securing any improper advantage; or (D) inducing such government official to use his influence with the government or instrumentality thereof to affect or influence any act or decision of the government or such instrumentality with respect to any activities undertaken relating to this Agreement. Additionally, the Parties will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable the other Party to ensure compliance with applicable anti-corruption laws.

13.5 **Early Termination.** The Parties agree that a breach of these Anti-Corruption Commitments shall be considered a material breach of this Agreement and that either Party may immediately seek all remedies available under law and equity including termination of this Agreement if it believes, in good faith, that the warranties under these Anti-Corruption Commitments have been breached by the other Party without owing to the other any damages or indemnification resulting from such termination.

[Signature page follows]

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

*AMENDED and RESTATED LICENSE, DEVELOPMENT & COMMERCIALIZATION
AGREEMENT*

EXECUTED

Signed on behalf of

Eli Lilly and Company, operating through its Elanco Animal Health division)

by an authorized officer

/s/Jeffrey N. Simmons

Signature of Authorized Officer

Jeffrey N. Simmons

Name of Authorized Officer (please print)

1/8/14

Date Signed

Signed on behalf of

Scynexis, Inc.

by an authorized officer

/s/Yves J. Ribeill

Signature Authorized Officer

Yves J. Ribeill

Name of Authorized Officer (please print)

01/10/2014

Date Signed

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Exhibit A

Primary Contact Persons

[*]

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

Exhibit B

SCYNEXIS Test Materials

[*]

[*] = Certain confidential information contained in this document, marked by brackets, is filed with the Securities and Exchange Commission pursuant to Rule 406 of the Securities Act of 1933, as amended.

Exhibit C

Draft Development Plan [*]

[*]

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Exhibit D

SCYNEXIS Patent Rights

Reference

Application No.

Filing Date

Type

[*]

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EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“*Agreement*”), effective as of (the “*Effective Date*”), is by and between SCYNEXIS, Inc., a Delaware corporation (“*Employer*” or “*Company*”) and Carole Sable (“*Employee*”).

RECITALS:

WHEREAS, Employer considers the availability of Employee’s services to be important to the management and conduct of Employer’s business and desires to secure the continued availability of Employee’s services; and

WHEREAS, Employee is willing to make her services available to Employer on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Employment. For the Term (as defined in Section 2), Employee shall be employed as Chief Medical Officer (the “Position”) of Employer. Employee will work out of a satellite office to be opened by the Company within thirty (30) miles of Employee’s current home address. Until the opening of said office, Employee shall work out of her home. During the term of Employee’s employment with the Company, she may on occasion be required to travel to the Company’s headquarters in Durham, North Carolina; provided that such travel shall be no more than one trip per month, for a length of up to one week. Employee hereby accepts and agrees to such employment, subject to the general supervision of the Board of Directors of Employer (the “Board”). Employee shall perform such duties and shall have such powers, authority and responsibilities as are customary for one holding the Position in a business similar to Employer and shall additionally render such other services and duties as may be reasonably assigned to Employee from time to time by the Board.

2. Term of Employment. This Agreement shall commence on the Effective Date and continue until terminated as provided in Section 5 or Section 6 (such period, the “Term”). Employee understands, acknowledges and agrees that this Agreement does not create an obligation for the Employer or any other person to continue Employee’s employment and, subject to Employee’s right to receive compensation and benefits as provided in Section 7, Employee will be an at-will employee and either the Employer or the Employee may terminate Employee’s employment at any time, with or without Just Cause (as defined herein) subject to any notice provisions set forth in this Agreement.

3. Compensation.

(a) For all services rendered by Employee to Employer under this Agreement, Employer shall pay to Employee, during the Term, a base annual salary of not less than \$350,000 payable in arrears in accordance with the customary payroll practices of Employer. During the Term, Employee’s annual base salary shall be reviewed and subject to increase based upon the individual performance of Employee and the overall performance of the Company, in accordance with Employer’s standard policies and procedures,

(b) Employee shall be eligible to earn an annual bonus during the term of up to forty percent (40%) of Employee's annual base salary, or such higher amount as determined by the Board of Directors (or a compensation committee thereof). The eligibility for such bonus shall be based upon the achievement of performance objectives mutually agreed upon by Employee and Employer and shall be payable in accordance with Employer's customary bonus payment schedule.

(c) The Board has approved the Company extending an offer to Employee that includes 951,393 stock options. In compliance with Section 409A of the Internal Revenue Code, the exercise price will be determined on the date the grant is approved, which must be on or after your start date. We currently anticipate that Board approval will occur on January 16, 2014. The vesting schedule will be 25% on the first anniversary of your start date, and 6.25% quarterly for 12 quarters.

(d) Employee shall be eligible to participate in any stock, stock option, retirement, profit-sharing, or other compensation plans which are offered by the Company to its executives.

(e) All amounts payable hereunder shall be subject to such deductions and withholdings as shall be required by law, if any.

(f) Employee shall be entitled to holidays, sick leave and other time off and to participate in those life, health or other insurance plans and other employee pension and welfare benefit programs, plans, practices and benefits generally made available from time to time to all employees of Employer; provided that nothing herein shall obligate Employer to continue any of such benefits for Employee if discontinued for other employees. Without limiting the foregoing, Employee shall be entitled to paid vacation during each fiscal year of the Term of 20 days.

4. Reimbursement of Expenses. Employer shall pay or reimburse Employee for all reasonable travel and other expenses incurred by Employee in performing Employee's obligations under this Agreement and also for any dues and costs of appropriate professional organizations and continuing professional education, subject to such reasonable documentation and substantiation as Employer shall require. Such reimbursements shall be paid promptly, but in no event later than thirty (30) days after submission of the appropriate request for reimbursement by Employee.

5. Disability. To the extent permitted by law, the following provisions shall apply. Upon the "*disability*" of Employee, this Agreement may be terminated by action of the Board upon 30 days prior written notice (the "*Disability Notice*"), such termination to become effective only if such disability continues after the thirty (30) day period. If, prior to the effective time of the Disability Notice, Employee shall recover from such disability and return to the full-time active discharge of her duties, then the Disability Notice shall be of no further force and effect and Employee's employment shall continue as if the same had been uninterrupted. If Employee shall not so recover from her disability and return to her duties, then her services shall terminate at the effective time of the Disability Notice with the same force and effect as if that date had been the

end of the Term originally provided for hereunder. Such termination shall not prejudice any benefits payable to Employee that are fully vested as of the date of such termination. Prior to the effective time of the Disability Notice, Employee shall continue to earn all compensation to which Employee would have been entitled as if she had not been disabled such compensation to be paid at the time, in the amounts, and in the manner provided in Section 3(a). A “disability” of Employee shall be deemed to exist at all times that Employee is considered by the insurance company which has issued any policy of long-term disability insurance owned by Employer or for which premiums are paid by Employer (the “Employer Policy”) to be totally disabled under the terms of such policy. If Employer no longer maintains or pays premiums for any long-term disability policy covering Plaintiff, then a “disability” of Employee shall be said to exist at all times that Employee is receiving disability payments from the Social Security Administration.

6. Termination.

(a) If Employee shall die during the Term, this Agreement and the employment relationship hereunder will automatically terminate on the date of death, which date shall be the last day of the Term; provided that such termination shall not prejudice any benefits payable to Employee or Employee’s beneficiaries that are fully vested as of the date of death.

(b) Employer may terminate Employee’s employment under this Agreement at any time with or without Just Cause. Any termination without Just Cause shall be effective only upon thirty (30) days prior written notice to Employee. Any termination with Just Cause shall be effective immediately or at such other time set by the Board. “Just Cause” shall mean: (i) Employee’s willful and material breach of this Agreement and Employee’s continued failure to cure such breach to the reasonable satisfaction of the Board within thirty (30) days following written notice of such breach to Employee from the Board; (ii) Employee’s conviction of, or entry of a plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude; (iii) Employee’s willful commission of an act of fraud, breach of trust, or dishonesty including, without limitation, embezzlement, that results in material damage or harm to the business, financial condition or assets of Employer; (iv) Employee’s intentional damage or destruction of substantial property of Employer; or (v) Employee’s breach of the terms of the Confidentiality Agreement (as defined below). Just Cause shall be determined by the Board in its reasonable discretion and the particulars of any determination shall be provided to Employee in writing. At any time within ninety (90) days of receipt by Employee in writing of such determination, Employee may object to such determination in writing and submit the determination to arbitration in accordance with Section 13(j). If such determination is overturned in arbitration, Employee will be treated as having been terminated without Just Cause and shall be entitled to the benefits of Section 7(c).

(c) Employee may voluntarily terminate her employment with Employer on thirty (30) days prior written notice to Employer.

7. Payments Upon Termination; Effects on Equity.

(a) Upon any termination pursuant to Section 6, Employee shall be entitled to receive a lump sum equal to any base salary, bonus and other compensation earned and due but not yet paid through the effective date of termination (collectively “Accrued Compensation”), provided

however, that Employee shall not earn any additional variable compensation or bonus during the Severance Period or the Change in Control Severance Period. If Employee is entitled to a bonus at the time of termination but the amount of such bonus will not be calculated until a date that is after the termination date of Employee's employment with the Employer, then Employer shall be obligated to pay the full amount of such bonus to Employee within thirty (30) days of the date of determination of such bonus. If the termination occurs in the middle of a period during which Employee was earning a bonus, then Employee shall be entitled to a prorated portion of the bonus.

(b) Just Cause Termination - If Employer, or any successor following a Change in Control or otherwise, terminates Employee's employment for Just Cause, Employee shall forfeit any unexercised vested stock options at the date of termination. If Employee terminates her employment or if Employer (or its successor following a Change in Control) terminates Employee's employment without Just Cause, Employee shall have ninety (90) days from the date of termination to exercise any vested options.

(c) Termination by other than for Just Cause: for Good Reason by Employee—In addition to the amounts payable under Section 7(a) above, at any time other than the twelve (12) month period after the consummation of a Change in Control, if Employee's employment hereunder is terminated by (i) Employer other than for Just Cause, or (ii) Employee for Good Reason, and provided in either event that Employee executes a general Release and Settlement Agreement in the Company's then current form (the "Release") within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following:

(i) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for a period of six (6) months commencing with the first payroll period following the termination (the "*Severance Period*"); provided that on the first regular payroll pay day following the effective date of the Release, the Employer will pay Employee the severance payments that Employee would otherwise have received under this Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of such severance payments being paid as originally scheduled;

(ii) the vesting of the Employee's unvested stock options and any restricted stock awards shall be accelerated such that, effective as of the date of the Employee's termination of employment, the Employee shall receive immediate accelerated vesting of such equity awards with respect to that same number of shares which would have vested if the Employee had continued in employment during the Severance Period, in accordance with the original vesting schedule of such equity awards;

(iii) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the Employer will continue to pay for the same percentage of Employee's, and Employee's qualified beneficiaries', COBRA premiums for continued medical, dental and vision group health coverage as the percentage of medical, dental 'and vision insurance premiums it paid for the Employee, and Employee's beneficiaries,

during the Employee's employment (the "*COBRA Premium Payments*"). Such COBRA Premium Payments shall commence on the first day of the Severance Period and continue until the earlier of (i) the last day of the Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. The Employee is required to notify the Employer immediately if the Employee and/or qualified beneficiary becomes covered by a group health plan of a subsequent employer or entitled to Medicare. Upon the conclusion of such period of COBRA Premium Payments made by the Employer, the Employee will be responsible for the entire payment of premiums required under COBRA for the duration of the COBRA coverage period. For purposes of this Section 7(c)(iii), references to COBRA shall be deemed to refer also to analogous provisions of state law and any applicable COBRA Premium Payments that are paid by the Employer shall not include any amounts payable by the Employee under an Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the sole responsibility of the Employee. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon her last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(d) Termination following Change in Control—If, within twelve (12) months after the consummation of a Change in Control (as such term is defined in Section 7(e)(i), Employer terminates Employee's employment without Just Cause or Employee terminates her employment with Employer Agreement as a result of a Good Reason (as such term is defined in Section 7(e)(ii); and, in either event, if Employee executes a Release within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following in lieu of any severance compensation or benefits set forth in Section 7(c):

(i) all Accrued Compensation (as defined in Section 7(a) herein);

(ii) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for twelve (12) months commencing with the first payroll period following the effectiveness of the Release (the "*Change in Control Severance Period*");

(iii) all stock option grants and any restricted stock grants then held by Employee shall be subject to accelerated vesting such that all unvested shares shall be accelerated and deemed fully vested as of Employee's last day of employment; and

(iv) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the COBRA Premium Payment benefits provided for in Section 7(c)(iii) shall commence on the first day of the Change in Control Severance Period and continue until the earlier of (i) the last day of the Change in Control Severance Period; (ii) the date on which the Employee or qualified beneficiary, as

applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon her last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(e) For purposes hereof:

(i) A "Change in Control" shall be deemed to have occurred if, at any time:

(A) Employer shall be a party to any merger, consolidation or other similar transaction that results in the shareholders of Employer immediately before the merger, consolidation or other similar transaction owning less than 50% of the equity, or possessing less than 50% of the voting control, of Employer or the successor entity in the merger, consolidation or other similar transaction;

(B) Employer shall liquidate, dissolve or sell or otherwise dispose of all or substantially all of its assets; or

(C) the shareholders of Employer sell or otherwise dispose of Employer's capital stock in a single transaction or series of related transactions such that the shareholders immediately before such transaction or related transactions own less than 50% of the equity, and possess less than 50% of the voting power of Employer.

Provided, however, that an initial public offering or subsequent public offering of Employer's common stock shall not constitute a Change in Control.

(ii) "Good Reason" shall mean the occurrence of any of the following events without Employee's express written consent:

(A) Assignment to, or withdrawal from, Employee of any duties or responsibilities that results in a material diminution in such Employee's authority, duties or responsibilities as in effect immediately prior to such change;

(B) A material diminution in the authority, duties or responsibilities of the supervisor to whom Employee is required to report, including (if applicable) a requirement that Employee report to a corporate officer or employee instead of reporting directly to the Board of Directors;

(C) A material reduction by Employer of Employee's annual base salary;

(D) A relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing her duties, except for an opportunity to relocate which is accepted by Employee in writing; or

(E) A material breach by Employer of any provision of this Agreement or any other enforceable written agreement between Employee and Employer;

Provided, however, that, any termination of employment by the Employee shall only be deemed for Good Reason pursuant to the foregoing definition if: (1) the Employee gives the Employer written notice of the intent to terminate for Good Reason within ninety (90) days following the first occurrence of the condition(s) that the Employee believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Employer fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the “*Cure Period*”); and (iii) the Employee terminates her employment within twelve (12) months following the end of the Cure Period.

(f) Except as otherwise provided in this Section 7, upon termination of this Agreement for any reason, Employee shall not be entitled to any form of severance benefits, or any other payment whatsoever. Employee agrees that the payments and benefits provided hereunder, subject to the terms and conditions hereof shall be in full satisfaction of any rights which she might otherwise have or claim by operation of law, by implied contract or otherwise, except for rights which she may have under any employee benefit plan of Employer.

8. Application of Section 409A. Benefits payable under the Agreement, to the extent of payments made from the date of termination of the Employee through March 15th of the calendar year following such termination, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus payable pursuant to the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations; to the extent such payments are made following said March 15th, they are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations made upon an involuntary termination from service and payable pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations, to the maximum extent permitted by said provision, with any excess amount being regarded as subject to the distribution requirements of Section 409A(a)(2)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), including, without limitation, the requirement of Section 409A(a)(2)(B)(i) of the Code that payment to the Employee be delayed until 6 months after separation from service if the Employee is a “specified employee” within the meaning of the aforesaid section of the Code at the time of such separation from service.

9. Parachute Payments.

(a) Anything in this Agreement to the contrary notwithstanding, if any payment or benefit the Employee would receive from the Employer pursuant to this Agreement or otherwise (a “*Payment*”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “*Excise Tax*”), then such Payment shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion of the Payment,

up to and including the total Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Employee's receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "*Reduction Method*") that results in the greatest economic benefit for Employee. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "*Pro Rata Reduction Method*").

(b) Notwithstanding any provision of paragraph (a) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(c) The Employer shall appoint a nationally recognized independent accounting firm to make the determinations required hereunder, which accounting firm shall not then be serving as accountant or auditor for the individual, entity or group that effected the Change in Control. The Employer shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(d) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Employer and the Employee within fifteen (15) calendar days after the date on which the Employee's right to a Payment is triggered (if requested at that time by the Employer or the Employee) or such other time as agreed upon by the Employer and the Employee. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Employer and the Employee with an opinion reasonably acceptable to the Employee that no Excise Tax will be imposed with respect to such Payment. The Employer shall be entitled to rely upon the accounting firm's determinations, which shall be final and binding on all persons.

(e) If, notwithstanding any reduction described in this Section 9, the IRS determines that Employee is liable for the Excise Tax as a result of the receipt of the payment of benefits as described above, then Employee shall be obligated to pay back to the Employer, within thirty (30) days after a final IRS determination or in the event that such Employee challenges the final IRS determination, a final judicial determination, a portion of the payment equal to the

“Repayment Amount.” The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Employer so that Employee’s net after-tax proceeds with respect to any payment of benefits (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on such payment) shall be maximized. The Repayment Amount with respect to the payment of benefits shall be zero if a Repayment Amount of more than zero would not result in Employee’s net after-tax proceeds with respect to the payment of such benefits being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, Employee shall pay the Excise Tax.

(f) Notwithstanding any other provision of this Section 9, if (i) there is a reduction in the payment of benefits as described in this section, (ii) the IRS later determines that Employee is liable for the Excise Tax, the payment of which would result in the maximization of Employee’s net after-tax proceeds (calculated as if Employee’s benefits had not previously been reduced), and (iii) Employee pays the Excise Tax, then the Employer shall pay to Employee those benefits which were reduced pursuant to this section contemporaneously or as soon as administratively possible after Employee pays the Excise Tax so that Employee’s net after-tax proceeds with respect to the payment of benefits is maximized.

10. Best Efforts of Employee. Employee agrees that Employee will at all times faithfully, industriously and to the best of Employee’s ability, experience and talents perform all the duties that may be required of Employee pursuant to the terms hereof, to the reasonable satisfaction of Employer, commensurate with Employee’s position. Such duties shall be rendered at such place as specified herein and Employee acknowledges that Employee may be required to travel as shall reasonably be required to promote the business of Employer. To the extent reasonably required by the duties assigned to Employee, Employee shall devote substantially all Employee’s time, attention, knowledge and skills to the business and interest of Employer and Employer shall be entitled to all the benefits, profits and other issue arising from or incident to all work, service and advice of Employee; *provided, however*, that Employee shall be permitted to devote a reasonable amount of time to charitable, religious or service organizations. During the Term, Employee shall not be interested, directly or indirectly, in any manner as partner, manager, officer, director, shareholder, member, adviser, consultant, employee or in any other capacity in any other business; provided, that nothing herein contained shall be deemed to prevent or limit the right of Employee to beneficially own less than 5% of the stock of a corporation traded on a national securities exchange as long as such passive investment does not interfere with or conflict with the performance of services to be rendered hereunder,

11. Confidentiality and Covenant Not to Compete. The terms of the Confidentiality, Invention, and Non-Competition Agreement by and between the Employee and Employer dated _____ (the “*Confidentiality Agreement*”), are hereby incorporated by reference and are a material part of this Agreement.

12. Indemnification. Employer will indemnify and hold harmless Employee from any cause of action resulting from the performance of Employee’s duties under this Agreement to the fullest extent permitted by law.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon any corporate or other successor of Employer which may acquire, directly or indirectly, by merger, consolidation, purchase, or otherwise, all or substantially all of the assets of Employer, or which may assume control of Employer, and shall otherwise inure to the benefit of and be binding upon the parties hereto and their respective beneficiaries, executors, administrators, successors and assigns. Upon the death of Employee, any payments or benefits otherwise due to Employee hereunder shall be paid to or be for the benefit of Employee's legal representatives. Nothing in the Agreement shall preclude Employer from consolidating or merging into or with or transferring all or substantially all of its assets or control to another entity. In that event, such other entity shall assume this Agreement and all obligations of Employer hereunder. Upon such a consolidation, merger, or transfer of assets and assumption, the terms "Employer" and "Company" as used herein, shall mean such other entity and this Agreement shall continue in full force and effect.

14. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of law principles thereof.

(b) This Agreement constitutes the entire Agreement between Employee and Employer with respect to the subject matter hereof, and supersedes in their entirety any and all prior oral or written agreements, understandings or arrangements between Employee and Employer or any of its affiliates relating to the terms of Employee's employment by Employer, and all such agreements, understandings and arrangements are hereby terminated and are of no force and effect. Employee hereby expressly disclaims any rights under any such agreements, understandings and arrangements. This Agreement may not be amended or terminated except by an agreement in writing signed by both parties.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(d) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered in person or by nationally recognized overnight courier service or deposited in the mails, postage prepaid, return receipt requested, addressed as follows:

To Employer:

SCYNEXIS, Inc.
3501-C Tricenter Boulevard
Durham, NC 27709
Attn: Chief of Staff

To Employee:

Carole A. Sable
At the then current address contained in Employee's personnel file

Notices given in person or by overnight courier service shall be deemed given when delivered in person or the day after delivery to the courier addressed to the address required by this Section 13(d), and notices given by mail shall be deemed given three days after deposit in the mails. Any party hereto may designate by written notice to the other party in accordance herewith any other address to which notices addressed to the other party shall be sent.

(e) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. It is understood and agreed that no failure or delay by Employer or Employee in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(f) This Agreement may not be assigned by Employee without the written consent of Employer. Any attempted assignment in contravention of this provision shall be null and void. This Agreement shall be binding on any successors or assigns of either party hereto.

(g) For purposes of this Agreement, employment of Employee by any affiliate of Employer shall be deemed to be employment by Employer hereunder, and a transfer of employment of Employee from one such affiliate to another shall not be deemed to be a termination of employment of Employee by Employer or a cessation of the Term, it being the intention of the parties hereto that employment of Employee by any affiliate of Employer shall be treated as employment by Employer and that the provisions of this Agreement shall continue to be fully applicable following any such transfer. Notwithstanding the above, the parties hereby confirm that a relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing her duties, except for an opportunity to relocate which is accepted by Employee in writing, shall constitute a Good Reason as set forth in Section 7(e)(ii) herein.

(h) The respective rights and obligations of the parties hereunder shall survive any termination of the Term or Employee's employment with Employer to the extent necessary to preserve such rights and obligations for their stated durations.

(i) The undersigned agrees that any dispute or controversy arising out of, relating to, or concerning any interpretation, construction, performance or breach of this Agreement, (except for disputes arising under the terms of the Confidentiality, Inventions and Non-Competition Agreement referenced in Section 11 hereof, which Agreement separately provides for an arbitration process), shall be settled by arbitration to be held in accordance with the Employment Dispute Resolution Rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. Company and the undersigned shall each pay their own respective attorneys' fees and one-half of the costs and expenses of such arbitration.

This arbitration clause constitutes a waiver of the undersigned's right to a jury trial and relates to the resolution of all disputes relating to all aspects of the employer/employee relationship (except for disputes arising under the terms of the Confidentiality, Inventions and Non-Competition Agreement referenced in Section 11 hereof, which Agreement separately provides for an arbitration process), including, but not limited to, the following claims: (a) any and all claims for wrongful discharge of employment; breach of contract, both express and implied; breach of the covenant of good faith and fair dealing, both express and implied; negligent or intentional infliction of emotional distress; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; and defamation; (b) any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, and Labor Code Section 201, *et seq.*; and (c) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination.

(j) Employer shall reimburse Employee for the reasonable fees and expenses of counsel, up to \$400, to Employee for the original negotiation of this Agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SCYNEXIS. INC.

By: /s/ Yves J. Ribeill

Name: Yves J. Ribeill, PhD

Title: President and Chief Executive Officer

EMPLOYEE:

/s/ Carole A. Sable

Carole A. Sable



9/27/2013

Vivian Doelling
209 Whisperwood Drive
Cary, NC 27518

Dear Vivian:

SCYNEXIS, Inc. (the "Company") is pleased to offer you the position of Vice President, Animal Health reporting to Yves Ribeill. In addition to a monthly salary of \$17,500, you will receive a stock option entitling you to purchase up to 100,000 shares of the common stock of SCYNEXIS, Inc. at a price to be confirmed by the Board of Directors. The award of this stock option is subject to approval of the Board of Directors of the Company. You will also be eligible to participate in the team bonus program of the Company and receive up to a 30 percent bonus.

We are also offering you four weeks of paid vacation, access to the Company's 401(k) retirement plan which features a Company matching contribution and a comprehensive benefits package.

This offer is contingent on the result of a pre-employment physical examination, including a drug screening, and a pre-employment background check, your agreement to the terms and conditions attached to and incorporated into this letter as Schedule A and your execution of the Company's standard Nondisclosure, Inventions and Non-Competition Agreement, a copy of which is enclosed with this letter agreement. This offer is also contingent on your providing sufficient evidence of your legal right to work. This offer is valid through 9/30/2013.

SCYNEXIS has grown into one of the leading drug discovery companies over the past thirteen years through the dedication and achievement of our employees. To continue this growth and fully realize our vision, we are continually recruiting motivated and well-trained associates such as yourself. We look forward to your response and hope you will become a part of our team.

Please do not hesitate to contact me at 919-544-8663 if you have any questions.

Best regards,

/s/ Amanda Mancuso

Amanda Mancuso, PHR
Chief of Staff
SCYNEXIS, Inc.

After consideration, if you choose to accept this offer, please complete and sign the section below and return it to Anna Brawner at SCYNEXIS, Inc., PO Box 12878, Research Triangle Park, NC 27709-2878.

I, Vivian Doelling, accept this offer of employment including the attached Schedule A with a start date of 10/17/13.

/s/ Vivian Doelling

Signature

9/30/13

Date

Schedule A

As a Company employee, you will be eligible to enroll in the employee benefit plans and programs maintained by the Company in accordance with the terms of such plans and programs. The Company has the right to modify, amend or terminate any such plans and programs at any time in its discretion. The terms and conditions for any stock option will be set forth in a Stock Option Agreement between you and the Company and the Company's Stock Option Plan.

This letter agreement is not intended to, nor does it create any employment contract for any specified term or duration between you and the Company. Your employment with the Company is terminable at any time, by yourself upon two weeks written notice, or by the Company upon two weeks written notice or salary in lieu thereof. The Company may also terminate your employment for cause at any time without advance written notice.

Upon termination of your employment with the Company and prior to your departure from the Company, you agree to submit to an exit interview for the purposes of reviewing this letter agreement, the enclosed Nondisclosure, Inventions and Non-Competition Agreement and the trade secrets of the Company, and surrendering to the Company all proprietary or confidential information and articles belonging to the Company.

As you are aware, your employment by the Company is a full-time employment and you will be required to devote, during regular business hours, all your working time to the business of the Company and not to engage in any other business or private services to any other business either as an employee, officer, director, agent, contractor or consultant, except with the express written consent of the Company. You will hold in a fiduciary capacity for the benefit of the Company all information with respect to the Company's finances, sales, profits, and other proprietary and confidential information acquired by you during your employment. In furtherance of this condition of your employment, we would kindly request that you sign the enclosed Nondisclosure, Inventions and Non-Competition Agreement.

By your signature on the offer letter acceptance, you represent and warrant to the Company that you are not subject to any employment, noncompetition or other similar agreement with a former employer or otherwise that would prevent or interfere with the Company's employment of you on the terms set forth herein.

This letter agreement (including **Schedule A**), the Nondisclosure, Inventions and Non-Competition Agreement and all ancillary agreements (collectively, the "Agreements") shall be governed by the laws of the State of North Carolina. The Agreements constitute the entire agreement between the Company and you, and supersede any and all previous oral or written representation, communication, understanding or agreement between us. Any and all changes or amendments to the Agreements shall be made in writing and signed by the parties.

Upon your acceptance by returning the signed letter agreement, the signed **Schedule A** and the Nondisclosure, Inventions and Non-Competition Agreement to the Company, this letter agreement (including **Schedule A**) and the Nondisclosure, Inventions and Non-Competition Agreement shall become binding upon you and the Company.

Agreed to and Accepted:

/s/ Vivian Doelling

Signature

9/30/13

Date

BOARD OBSERVATION RIGHTS AGREEMENT

This Board Observation Rights Agreement (this "Agreement") is made and entered into as of 5 March 2013 (the "Effective Date") by and between Sanofi, a French Société Anonyme ("Sanofi"), and Scynexis, Inc., a Delaware corporation ("Scynexis"), together with Sanofi, the "Parties").

RECITALS

WHEREAS, Sanofi and HSBC Bank USA, National Association ("HSBC") entered into that certain Stand-Alone First Demand Guarantee, dated as of April 9, 2010, as subsequently amended (the "Guarantee"), whereby Sanofi guaranteed the loan;

WHEREAS, the Parties entered into that certain Reimbursement Agreement; General Security Agreement dated as of April 9, 2010 (the "Security Agreement");

WHEREAS, Scynexis has requested that Sanofi amend and extend the Expiration Date of the Guarantee (as defined therein) to and including 30 January 2015;

WHEREAS, Sanofi is willing to amend and extend the Expiration Date of the Guarantee, subject to the terms of that certain Guarantee Extension Agreement dated as of 5 March 2013, by and between Parties (the "GEA");

WHEREAS, in consideration of the amendment and extension of the Guarantee, Sanofi requires that Scynexis obtain all necessary consents to grant and shall subsequently grant Sanofi and Merial Limited ("Merial") board observation rights;

WHEREAS, Merial is the Animal Health Division of Sanofi;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. RIGHTS GRANTED

As consideration for the amendment and extension of the Guarantee, Scynexis hereby grants Sanofi the following rights:

- A. Additional Observer Rights. In addition to the contractual board observer rights Sanofi shall be entitled to in Section 1.B. below, Sanofi shall be entitled to receive and Scynexis shall furnish: (a) nonpublic financial information about Scynexis; (b) the same financial information as set forth in Sections 3.1(a), (b) and (c) of that certain Fourth Amended and Restated Investor Rights Agreement of Scynexis dated as of 5 March 2013 (the "Fourth Amended and Restated Investor Rights Agreement"); and (c) inspection rights equivalent to the rights set out in Section 3.2 of the Fourth Amended and Restated Investor Rights Agreement.

-
- B. Sanofi Observer. Until the later of (i) all obligations of Sanofi under or in connection with the Guarantee (whether current, future, actual or contingent) irrevocably terminating and (ii) Sanofi having been irrevocably indemnified (by cash payment) in full by Scynexis for all amounts Sanofi shall have paid (if any) under or in connection with the Guarantee, Scynexis shall invite Sanofi, and Sanofi shall have the right, but not the obligation, to designate one (1) individual who shall be reasonably acceptable to Scynexis, which consent shall not be unreasonably withheld, conditioned, or delayed (the “Sanofi Observer”) to attend in a nonvoting observer capacity all meetings of the Board of Directors of Scynexis (the “Scynexis Board”), provided that, Sanofi will exercise reasonableness when deciding whether to send such Sanofi Observer to any meeting of the Scynexis Board taking into consideration available meeting space, and in connection therewith, Scynexis shall give the Sanofi Observer copies of all notices, minutes, consents and other materials, financial or otherwise, which Scynexis provides to the Scynexis Board; provided, however, that Scynexis reserves the right to exclude the Sanofi Observer from access to any material or meeting or portion thereof if Scynexis believes upon advice of counsel that such exclusion is reasonably necessary to preserve the attorney-client privilege between Scynexis and its counsel, to protect highly confidential information, or if the information relates to a transaction or arrangement with a third party whose business is competitive with the business of Sanofi or its affiliates and the Scynexis Board reasonably determines that it is in the best interest of Scynexis to withhold such information from Sanofi Observer; provided that such exclusion of the Sanofi Observer is to the minimum extent required to preserve the attorney-client privilege, to protect highly confidential information, or to protect competitive third parties interests, as applicable.
- C. Confidentiality. Sanofi Observer agrees to use, and to use the same degree of care that Sanofi Observer uses to protect its own confidential information and to keep confidential any information furnished to it pursuant to Sections 3.1 and 3.2 of the Fourth Amended and Restated Investor Rights Agreement that Scynexis identifies as being confidential or proprietary (so long as such information is not in the public domain), except that Sanofi Observer may disclose such proprietary or confidential information to any subsidiary, affiliate or parent of Sanofi as long as such subsidiary, affiliate or parent is advised of the confidentiality provisions of this Section 1.C. Sanofi Observer shall have no obligations of confidentiality or non-use with respect to information (i) at such time as it enters the public domain through no fault of Sanofi Observer; (ii) that is communicated to it by a third party free of any obligation of confidentiality to Scynexis known to Sanofi Observer; or (iii) that is developed by Sanofi Observer or its agents independently of and without reference to any confidential information communicated by Scynexis. Without limiting the foregoing, the Sanofi Observer may disclose all information provided to the Sanofi Observer in connection with the Sanofi Observer’s rights under this Agreement to Sanofi and to any subsidiary, parent or affiliate of Sanofi, provided that, Sanofi Observer may not disclose any information provided to it that Scynexis identifies as being confidential or proprietary (unless the addressee of the disclosure is advised of the confidentiality provisions of this Section 1.C), except to the extent required to be disclosed by law, court order, or regulatory process, (but solely to the extent such information

has not otherwise been disclosed by Scynexis to Sanofi's shareholders as a result of its ongoing business relationship). Nothing in this Agreement shall prevent disclosure to any stock exchange, subsidiary, affiliate, parent, attorney, tax authority, financial, antitrust, trade or life science regulator, auditor, or accountant of Sanofi or of any subsidiary thereof. Sanofi and the Sanofi Observer shall have no fiduciary duty, including, without limitation, a duty of loyalty or care, to Scynexis or any shareholder of the Company, under Delaware law or otherwise, with respect to or arising from Sanofi's and the Sanofi Observer's rights and position as a board observer or receipt of information from Scynexis. Notwithstanding any other provision in this Agreement, the obligation of confidentiality and non-use of this Section 1.C. shall only apply to information which in the reasonable judgment of Scynexis and Sanofi from content and circumstances is confidential.

- D. Termination. The rights described in this Agreement shall terminate and be of no further force or effect upon the later of: (a) the first date that Sanofi and Sanofi's affiliates no longer hold any shares of Scynexis's stock (or shares of Scynexis's stock issued upon conversion thereof) or (b) Sanofi no longer has any obligations under the Guarantee and Scynexis no longer has any obligations under the Security Agreement. In addition, Sanofi shall have the right to replace or terminate Sanofi Observer any time, without prior notice to Scynexis, and without cause. The confidentiality provision of this Agreement shall survive any termination for five (5) years.

SECTION 2. REPRESENTATIONS AND WARRANTIES

Scynexis represents and warrants to Sanofi as of the Effective Date that the following statements are true and correct in all material respects:

- A. Corporate Power and Authority. Scynexis has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement.
- B. Authorization of Agreements. The execution and delivery of this Agreement by Scynexis has been duly authorized by all necessary action on the part of Scynexis.
- C. Necessary Consents. All necessary consents, approvals, waivers, instruments, amendments, registrations, and authorizations of all governmental authorities and other Persons, including, without limitation, the Scynexis Board and shareholders of Scynexis, in connection with this Agreement have been obtained.
- D. No Conflict. The execution, delivery and performance of this Agreement by Scynexis does not and will not: (i) violate: (A) any provision of any law or any governmental rule or regulation applicable to Scynexis; (B) the certificate or articles of incorporation or partnership agreement or other agreements by which Scynexis is bound, other constitutive documents or by-laws of the Scynexis; or (C) any order, judgment or decree of any court or other agency or government

binding on the Scynexis; (ii) conflict with, result in a breach or constitute (with or without due notice or lapse of time or both) a conflict, breach or default under any Contractual Obligation of Scynexis, except to the extent such conflict, breach or default could not reasonably be expected to have a Material Adverse Effect, or has otherwise been specifically waived by Sanofi, in writing; or (iii) require any approval of stockholders, directors, members or partners or any approval or consent of any Person under any Contractual Obligation of Scynexis, except for such approvals or consents which will be obtained on or before the Effective Date and disclosed to Sanofi, and except for any such approvals or consents the failure of which to obtain will not have a Material Adverse Effect.

For the purposes of this Agreement, “Person” shall mean any individual, corporation, limited liability company, partnership, joint venture, joint stock company, trust, land trust, business trust, employee benefit plan or trust, unincorporated organization or other entity. For the purposes of this Agreement, “Material Adverse Effect” shall mean (a) a material adverse change in, or a material adverse effect upon, the assets, properties, operations, business, or condition (financial or otherwise) of Scynexis, (b) a material impairment of the ability of Scynexis or an affiliate of Scynexis to perform under any Loan Document (as defined below) to which it is a party, or (c) a material adverse effect upon the legality, validity, binding effect, or enforceability against Scynexis of any Loan Document to which it is a party. For the purposes of this Agreement, “Contractual Obligations” shall mean as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument or arrangement (whether in writing or otherwise) to which such Person is a party or by which it or any of such Person’s property is bound. For the purposes of this Agreement, “Loan Documents” shall mean the Security Agreement, the GEA, that Credit Agreement by and between HSBC and Scynexis, dated as of April 9, 2010 (the “Credit Agreement”), as in effect at any given time, that certain Board Observation Rights Agreement, by and between Merial and Scynexis, dated as of March 2013 (the “Merial BORA”) and this Agreement.

- E. Binding Obligation. This Agreement has been duly executed and delivered by Scynexis and the Agreement is the legally valid and binding obligation of Scynexis, enforceable against Scynexis in accordance with its respective terms.
- F. Absence of Default. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Agreement that would constitute an Event or Default or Default (as defined in the Facility).

SECTION 3. MISCELLANEOUS

- A. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of North Carolina, without giving effect to applicable principles of conflicts of laws thereof.

-
- B. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made as of the date delivered or mailed if delivered in person, by telecopy, cable, telegram or telex, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Sanofi:

Sanofi
54 rue La Boétie
75008 Paris, France
Attention: Marie Debans; Corinne Cervantes; Alexander de Daranyi

with a copy to:

Life Sciences Law
870 Martin Luther King, Jr. Blvd.
Chapel Hill, NC 27514
Attention: Sheila Mikhail

if to Scynexis:

3501C Tricenter Boulevard
Durham, North Carolina 27713
Attn: Yves Ribeill, Ph.D.
President and Chief Executive Officer
Tel: (919) 544-8600
Fax: (919) 544-8697

- C. Indemnity. Without prejudice to the provisions of Section 1.C. and without creating any implication that observer owes any fiduciary duties of any kind, including, without limitation, a duty of loyalty or care, to Scynexis, its shareholders, its affiliates and other related Persons or any other person or entity, Scynexis shall, to the maximum extent legally permissible, indemnify, defend and hold harmless each and every person who may serve or who has served at any time as a Sanofi Observer against any and all losses, costs, expenses and liabilities of any type, kind or nature, including, without limitation, counsel fees and expenses, judgments, fines, excise taxes, penalties and settlement payments, or other costs, incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding, whether in law or in equity, in which he or she may become involved as a result of, by virtue of being a Sanofi Observer, or by reason of his or her service in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Section 3.C. shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Section 3.C. which adversely affects the right of an indemnified person under this Section 3.C. shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of Sanofi.

- D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.
- E. Entire Agreement. This Agreement, and the terms and provisions hereof, constitute the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous amendments or understandings with respect to the subject matter hereof, whether express or implied, oral or written.
- F. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- G. Further Assurances. The Parties each, at any time or from time to time, shall execute and deliver or cause to be executed and delivered such further assurances, instruments, consents, waivers, or documents as may be reasonably necessary to fulfill the terms and conditions of this Agreement. The responsible party shall promptly cure any defects in the execution and delivery of the documents evidencing the granting of the board observer rights and immediately execute and deliver to the other Party all such other and further instruments as may be reasonably required from time to time in order to satisfy or comply with the covenants and agreements made in this Agreement.
- H. Specific Performance. Irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with the terms hereof, and the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.
- I. Venue. SCYNEXIS HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NORTH CAROLINA AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. SCYNEXIS HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF THE AFOREMENTIONED

COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 3.B. OF THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

[SIGNATURE PAGE FOLLOWS]

7.

LOCK-UP AGREEMENT

_____, 2014

RBC Capital Markets, LLC
As Representative of the Several Underwriters
3 World Financial Center
200 Vesey Street
New York, NY, 10281

Re: SCYNEXIS, Inc. (the “Company”)

Ladies and Gentlemen:

The undersigned is an owner of record or beneficially of certain shares of common stock of the Company (“Common Stock”) or securities convertible into or exchangeable or exercisable for Common Stock. The Company proposes to carry out a public offering of Common Stock (the “Offering”) for which you will act as the representative (the “Representative”) of the several underwriters named in Schedule I to the underwriting agreement (the “Underwriters”) to be entered into between the Underwriters and the Company with respect to the Offering (the “Underwriting Agreement”). The undersigned recognizes that the Offering will be of benefit to the undersigned and will benefit the Company by, among other things, raising additional capital for its operations. The undersigned acknowledges that you and the other Underwriters are relying on the representations and agreements of the undersigned contained in this letter in carrying out the Offering and in entering into the Underwriting Agreement.

In consideration of the foregoing, the undersigned hereby agrees that the undersigned will not (and will use reasonable best efforts to cause any spouse or immediate family member of the spouse or the undersigned living in the undersigned’s household not to), without the prior written consent of the Representative (which consent may be withheld in its sole discretion), directly or indirectly, sell, offer, contract or grant any option to sell (including without limitation any short sale), grant any option, right or warrant to purchase, pledge, transfer, establish an open “put equivalent position” within the meaning of Rule 16a-1(h) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), lend or otherwise dispose of any shares of Common Stock, options, rights or warrants to acquire shares of Common Stock, or securities exchangeable or exercisable for or convertible into shares of Common Stock currently or hereafter owned either of record or beneficially (as defined in Rule 13d-3 under the Exchange Act) by the undersigned (or such spouse or family member), including, without limitation, entering into any swap or other arrangement that transfers, in whole or in part, the economic consequences of the ownership of Common Stock or publicly announce an intention to do any of the foregoing, for a period commencing on the date hereof and continuing through the close of trading on the date 180 days after the date of the final prospectus relating to the Offering (the “Restricted Period”). The foregoing sentence shall not apply to (a) transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock as a bona fide gift, (b) distributions of shares of Common Stock or any security convertible into or exercisable or

exchangeable for Common Stock to partners, members or stockholders of the undersigned, (c) transfers of shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock by will or intestate succession or to any trust or partnership for the direct or indirect benefit of such person or any member of the immediate family of the undersigned, (d) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Offering, or (e) the exercise of, and the surrender of shares of Common Stock directly to the Company pursuant to tax withholding or net exercise provisions of, any equity awards issued pursuant to the Company's equity incentive plans, which equity incentive plans exist at the time of the Offering; *provided* that (i) in the case of (a) – (c) above, each donee, distributee and transferee, shall sign and deliver a lock-up letter substantially in the form of this letter, and (ii) in the case of (a),—(d) above, no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made during the Restricted Period in connection with such event. In addition, the foregoing restrictions shall not apply to the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of Common Stock; *provided* that (i) such plan does not provide for the transfer of Common Stock during the Restricted Period, and (ii) no public announcement or filing under the Exchange Act is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan. For purposes of this letter agreement, “**immediate family**” shall mean any relationship by blood, marriage, domestic partnership or adoption, not more remote than first cousin.

If the undersigned is an officer or director of the Company and if the Representative determines in its sole discretion to consent to a requested release or waiver of the foregoing restrictions in connection with a transfer of Common Stock, (i) as required by FINRA, the Representative intends to notify the Company of the impending release or waiver at least three business days before the effective date of such release or waiver, and (ii) the Company (in accordance with the provisions of the Underwriting Agreement) will announce the impending release or waiver by press release through a major news service, or by any other means expressly permitted by FINRA, at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representative hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if both (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this letter agreement that are applicable to the transferor to the extent and for the duration that such terms remain in effect at the time of the transfer.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of Common Stock or securities convertible into or exchangeable or exercisable for Common Stock held by the undersigned except in compliance with the foregoing restrictions, and any duly appointed transfer agent and registrar for the registration or transfer of the Common Stock described herein are hereby authorized to decline to make any transfer of such Common Stock if such transfer would constitute a violation or breach of this agreement.

With respect to the Offering only, the undersigned waives any registration rights relating to registration under the Securities Act of any Common Stock owned either of record or beneficially by the undersigned, including any rights to receive notice of the Offering.

This letter agreement shall automatically terminate upon the earlier to occur, if any, of (a) the date on which the Company, or the Representatives, advises the other party in writing, prior to the execution of the Underwriting Agreement, that it has determined not to proceed with the Public Offering, or (b) termination of the Underwriting Agreement before the closing of the Public Offering. Notwithstanding the foregoing, in the event that the Public Offering is not consummated on or before September 30, 2014, this letter agreement shall terminate and its provisions shall be of no further force and effect.

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned.

By: _____
Signature

Printed Name of Person Signing
(and indicate capacity of person signing
if signing as custodian, trustee, or on
behalf of an entity)

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT is executed by Merck Sharp & Dohme Corp., a New Jersey corporation with a principal place of business at One Merck Drive, Whitehouse Station, New Jersey 08889 (“Assignor”) for the benefit of Scynexis, Inc., a Delaware corporation with a principal place of business at 3501 C Tricenter Boulevard, Durham, NC 27713 (“Assignee”).

RECITALS

Whereas, the Assignor owns certain rights, title and interest in, to and under the patents set forth in the Patent Schedule attached hereto (“the Patents”), each of which is related to enfumafungin.

Whereas, the Assignee is desirous of acquiring or confirming all of Assignor’s rights, title and interest in, to and under the Patents.

To effect such transactions and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legal bound hereby, the parties agree as follows:

TERMS

Section 1 Assignment. The Assignor hereby conveys, transfers, assigns to, and confirms in the Assignee its entire right, title and interest in, to and under the Patents, any continuation, divisional and continuation-in-part patent applications directed to the same invention as, and claiming priority to, the Patents, as well as any patents that issue therefrom including all extensions, renewals, reissues, reexaminations and foreign counterparts thereof.

Section 2 Prosecution, Maintenance, and Enforcement Responsibilities.

Assignee shall assume and be responsible for prosecuting, maintaining and enforcing the Patents assigned herein.

Section 3 Assignment Recordation. The responsibility and cost of recording the present instrument assignment the Patents assigned herein or any assignment of any other patent applications arising from the Patents shall be borne solely by Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed as of the date written below.

(“ASSIGNOR”)

Merck Sharp & Dohme Corp.

By: /s/ Iain D. Dukes
Signatory: Iain D. Dukes
Title & Position: Senior Vice President,
Worldwide Licensing
And External Research

Executed this 28th day of January, in the year 2014.

At

State of Pennsylvania

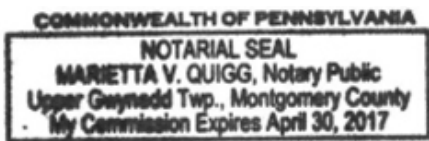
County of Montgomery

Before me personally appeared **Iain D. Dukes** who acknowledged the foregoing instrument to be a free act and deed and also represented that he is a Senior Vice President, Worldwide Licensing and External Research at Merck Sharp & Dohme Corp., and is authorized to execute [and seal] the same this 28 day of January, in the year 2014.

/s/ Marietta V. Quigg

(Notary Public)

My Commission expires:



PATENT SCHEDULE

TITLE: ANTIFUNGAL AGENT

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
Australia	22529/97	01/27/1997		703925	07/15/1999
Canada	2244142	01/27/1997		2244142	03/29/2005
France	97906885.5	01/27/1997	0877618	0877618	01/02/2003
Germany	97906885.5	01/27/1997	0877618	69718141.3-08	01/02/2003
Great Britain	97906885.5	01/27/1997	0877618	0877618	01/02/2003
Italy	97906885.5	01/27/1997	0877618	0877618	01/02/2003
Japan	527855/97	01/27/1997		3834062	07/28/2006
Spain	97906885.5	01/27/1997	0877618	2188899	01/02/2003

TITLE: PROCESSES FOR ISOLATION AND PURIFICATION OF ENFUMAFUNGIN

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Publication No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
Argentina	P100103198	09/01/2010	AR078248A1		
EPC	10814329.8	08/30/2010	2473169		
Taiwan	099129753	09/02/2010			
United States	13/393638	08/30/2010	US2012-0165513		

PATENT SCHEDULE

TITLE: ANTIFUNGAL AGENTS

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Australia	2009282476	8/10/2009		
Canada	2,731,696	8/10/2009		
China	200980140551.5	8/10/2009		
Europe	9806946.1	8/10/2009		
India	404/KOLNP/2011	8/10/2009		
Japan	2011-522977	8/10/2009		
United States	13/058,227	5/26/2011		
WIPO	PCT/US09/004569	8/10/2009		

TITLE: ANTIFUNGAL AGENTS

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Australia	2008307664	9/25/2008	2008307664	5/16/2013
Canada	2,700,530	9/25/2008		
China	200880116560.6	9/25/2008		
Europe	08836095.3	9/25/2008		
India	1241/KOLNP/2010	9/25/2008		
Japan	2010-526940	9/25/2008		
United States	12/680,472	2/18/2011	8,222,255	7/17/2012
WO	PCT/US2008/011100	9/25/2008		

PATENT SCHEDULE

TITLE: ANTIFUNGAL AGENTS

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Australia	2007245024	3/29/2007	2007245024	12/20/2012
Belgium	07754382.5	3/29/2007	2007396	2/13/2013
Canada	2,649,432	3/29/2007		
Switzerland	07754382.5	3/29/2007	2007396	2/13/2013
China	200780019497.X	3/29/2007	ZL 200780019497.X	6/20/2012
Denmark	07754382.5	3/29/2007	2007396	2/13/2013
Europe	07754382.5	3/29/2007	2007396	2/13/2013
Spain	07754382.5	3/29/2007	2007396	2/13/2013
France	07754382.5	3/29/2007	2007396	2/13/2013
Great Britain	07754382.5	3/29/2007	2007396	2/13/2013
India	4187/KOLNP/2008	3/29/2007		
Italy	07754382.5	3/29/2007	2007396	2/13/2013
Japan	2009-504212	3/29/2007	5245057	4/19/2013
Netherlands	07754382.5	3/29/2007	2007396	2/13/2013
Sweden	07754382.5	3/29/2007	2007396	2/13/2013
United States	11/727,927	3/29/2007	7,863,465	1/4/2011
WIPO	PCT/US07/07856	3/29/2007		

PATENT SCHEDULE

TITLE: **ANTIFUNGAL AGENTS**

<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Argentina	P090103123	8/12/2009		
Australia	2009 282 474	8/7/2009		
Brazil	PI0912074-2	8/7/2009		
Belize	658.11	8/7/2009		
Canada	2,731,941	8/7/2009		
Chile	00292-2011	8/7/2009		
China	200980140485.1	8/7/2009		
Columbia	11-016262	8/7/2009		
Costa Rica	2011-0075	8/7/2009		
Dominican Republic	P2011-0053	8/7/2009		
Algeria	110102	8/7/2009		
Eurasia	201100350	8/7/2009	018337	7/30/2013
Ecuador	SP-11-10817	8/7/2009		
Egypt	PCT250/2011	8/7/2009		
Europe	09806944.6	8/7/2009		
Europe	09806945.3	8/7/2009		
Gulf Coast	14100	8/11/2009		
Guatemala	A2011-0039	8/7/2009		
Hong Kong	11112674.5	8/7/2009		
Honduras	2011-000404	8/7/2009		
Indonesia	W00201100885	8/7/2009		
Israel	210975	8/7/2009		
India	410/KOLNP/2011	8/7/2009		
Japan	2011-522975	8/7/2009		
Korea	10-2011-7005837	8/7/2009		
Lebanon	5470	8/5/2009	8724	8/6/2009
Morocco	33691	8/7/2009		
Mexico	11/001656	8/7/2009	306141	12/14/2012
Mexico	12/014669	12/13/2012		
Malaysia	PI2011000483	8/7/2009		
Nicaragua	2011-0035	8/7/2009		
New Zealand	590,914	8/7/2009	590,914	3/5/2012
Peru	000156-2011/DIN	8/7/2009		
Philippines	1-2011-500251	8/7/2009		
Pakistan	744/2009	8/6/2009		
Russia	201100350	8/7/2009	018337	7/30/2013
Singapore	201100626-9	8/7/2009	168675	5/15/2013
El Salvador	E-3839-2011	8/7/2009		
Thai land	0901003562	8/5/2009		
Tunisia	TN2011/0050	8/7/2009		
Taiwan	098126822	8/10/2009		
Ukraine	a201102860	8/7/2009		
United States	12/461,318	8/7/2009	8,188,085	5/29/2012
Venezuela	2009-001516	8/12/2009		
Vietnam	1-2011-00467	8/7/2009		
WIPO	PCT/US09/004557	8/7/2009		
WIPO	PCT/US09/004560	8/7/2009		
South Africa	2011/00788	8/7/2009	2011/00788	5/30/2012

EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (“*Agreement*”), effective as of December 7, 2012 (the “*Effective Date*”), supercedes and replaces the Employment Agreement dated February 8, 2008 (the “*Prior Agreement*”) by and between **SCYNEXIS, Inc.**, a Delaware corporation (“*Employer*” or “*Company*”) and Michael C. Garrett (“*Employee*”). Once this Agreement is in effect, the Prior Agreement shall have no further force or effect.

RECITALS:

WHEREAS, Employer considers the availability of Employee’s services to be important to the management and conduct of Employer’s business and desires to secure the continued availability of Employee’s services; and

WHEREAS, Employee is willing to make his services available to Employer on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Employment. For the Term (as defined in Section 2), Employee shall be employed as VP of Corp & Strategic Dev & Intellectual Prop (the “*Position*”) of Employer. Employee will be located at the Employer’s principal executive offices in Durham, North Carolina. Employee hereby accepts and agrees to such employment, subject to the general supervision of the Board of Directors of Employer (the “*Board*”). Employee shall perform such duties and shall have such powers, authority and responsibilities as are customary for one holding the Position in a business similar to Employer and shall additionally render such other services and duties as may be reasonably assigned to Employee from time to time by the Board.

2. Term of Employment. This Agreement shall commence on the Effective Date and continue until terminated as provided in Section 5 or Section 6 (such period, the “*Term*”). Employee understands, acknowledges and agrees that this Agreement does not create an obligation for the Employer or any other person to continue Employee’s employment and, subject to Employee’s right to receive compensation and benefits as provided in Section 7, Employee will be an at-will employee and either the Employer or the Employee may terminate Employee’s employment at any time, with or without Just Cause (as defined herein) subject to any notice provisions set forth in this Agreement.

3. Compensation.

(a) For all services rendered by Employee to Employer under this Agreement, Employer shall pay to Employee, during the Term, a base annual salary of not less than \$220,000.00 payable in arrears in accordance with the customary payroll practices of Employer. During the Term, Employee’s annual base salary shall be reviewed and subject to increase in accordance with Employer’s standard policies and procedures.

(b) Employee shall be eligible to earn an annual bonus during the term of up to 30% of Employee's annual base salary, or such higher amount as determined by the Board of Directors (or a compensation committee thereof). The eligibility for such bonus shall be based upon the achievement of performance objectives mutually agreed upon by Employee and Employer and shall be payable in accordance with Employer's customary bonus payment schedule.

(c) All amounts payable hereunder shall be subject to such deductions and withholdings as shall be required by law, if any.

(d) Employee shall be entitled to holidays, sick leave and other time off and to participate in those life, health or other insurance plans and other employee pension and welfare benefit programs, plans, practices and benefits generally made available from time to time to all employees of Employer; provided that nothing herein shall obligate Employer to continue any of such benefits for Employee if discontinued for other employees. Without limiting the foregoing, Employee shall be entitled to paid vacation during each fiscal year of the Term of 20 days, or such additional time as Employer may determine from time to time.

4. Reimbursement of Expenses. Employer shall pay or reimburse Employee for all reasonable travel and other expenses incurred by Employee in performing Employee's obligations under this Agreement and also for any dues and costs of appropriate professional organizations and continuing professional education, subject to such reasonable documentation and substantiation as Employer shall require. Such reimbursements shall be paid promptly, but in no event later than December 31 of the year following the year in which the expense was incurred.

5. Disability. To the extent permitted by law, the following provisions shall apply. Upon the "**disability**" of Employee, this Agreement may be terminated by action of the Board upon 30 days prior written notice (the "**Disability Notice**"), such termination to become effective only if such disability continues after the thirty (30) day period. If, prior to the effective time of the Disability Notice, Employee shall recover from such disability and return to the full-time active discharge of his duties, then the Disability Notice shall be of no further force and effect and Employee's employment shall continue as if the same had been uninterrupted. If Employee shall not so recover from his disability and return to his duties, then his services shall terminate at the effective time of the Disability Notice with the same force and effect as if that date had been the end of the Term originally provided for hereunder. Such termination shall not prejudice any benefits payable to Employee that are fully vested as of the date of such termination. Prior to the effective time of the Disability Notice, Employee shall continue to earn all compensation to which Employee would have been entitled as if he had not been disabled, such compensation to be paid at the time, in the amounts, and in the manner provided in Section 3(a). A "**disability**" of Employee shall be deemed to exist at all times that Employee is considered by the insurance company which has issued any policy of long-term disability insurance owned by Employer or for which premiums are paid by Employer (the "**Employer Policy**") to be totally disabled under the terms of such policy.

6. Termination.

(a) If Employee shall die during the Term, this Agreement and the employment relationship hereunder will automatically terminate on the date of death, which date shall be the last day of the Term; provided that such termination shall not prejudice any benefits payable to Employee or Employee's beneficiaries that are fully vested as of the date of death.

(b) Employer may terminate Employee's employment under this Agreement at any time with or without Just Cause. Any termination without Just Cause shall be effective only upon thirty (30) days prior written notice to Employee. Any termination with Just Cause shall be effective immediately or at such other time set by the Board. "**Just Cause**" shall mean; (i) Employee's willful and material breach of this Agreement and Employee's continued failure to cure such breach to the reasonable satisfaction of the Board within thirty (30) days following written notice of such breach to Employee from the Board; (ii) Employee's conviction of, or entry of a plea of guilty or *nolo contendere* to a felony or a misdemeanor involving moral turpitude; (iii) Employee's willful commission of an act of fraud, breach of trust, or dishonesty including, without limitation, embezzlement, that results in material damage or harm to the business, financial condition or assets of Employer; (iv) Employee's intentional damage or destruction of substantial property of Employer; or (v) Employee's breach of the terms of the Confidentiality Agreement (as defined below). Just Cause shall be determined by the Board in its reasonable discretion and the particulars of any determination shall be provided to Employee in writing. At any time within ninety (90) days of receipt by Employee in writing of such determination, Employee may object to such determination in writing and submit the determination to arbitration in accordance with Section 13(j). If such determination is overturned in arbitration, Employee will be treated as having been terminated without Just Cause and shall be entitled to the benefits of Section 7(c).

(c) Employee may voluntarily terminate his employment with Employer on thirty (30) days prior written notice to Employer.

7. Payments Upon Termination; Effects on Equity.

(a) Upon any termination pursuant to Section 6, Employee shall be entitled to receive a lump sum equal to any base salary, bonus and other compensation earned and due but not yet paid through the effective date of termination (collectively "**Accrued Compensation**"), provided however, that Employee shall not earn any additional variable compensation or bonus during the Severance Period or the Change in Control Severance Period. If Employee is entitled to a bonus at the time of termination but the amount of such bonus will not be calculated until a date that is after the termination date of Employee's employment with the Employer, then Employer shall be obligated to pay the full amount of such bonus to Employee within thirty (30) days of the date of determination of such bonus.

(b) Just Cause Termination - If Employer, or any successor following a Change in Control or otherwise, terminates Employee's employment for Just Cause, Employee shall forfeit any unexercised vested stock options at the date of termination. If Employee terminates his employment or if Employer (or its successor following a Change in Control) terminates

Employee's employment without Just Cause, Employee shall have ninety (90) days from the date of termination to exercise any vested options.

(c) **Termination by other than for Just Cause; for Good Reason by Employee** – In addition to the amounts payable under Section 7(a) above, at any time other than the twelve (12) month period after the consummation of a Change in Control, if Employee's employment hereunder is terminated by (i) Employer other than for Just Cause, or (ii) Employee for Good Reason, and provided in either event that Employee executes a general Release and Settlement Agreement in the Company's then current form (the "**Release**") within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following:

(i) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for a period of 6 months commencing with the first payroll period following the termination (the "**Severance Period**"); provided that on the first regular payroll pay day following the effective date of the Release, the Employer will pay Employee the severance payments that Employee would otherwise have received under this Agreement on or prior to such date but for the delay in payment related to the effectiveness of the Release, with the balance of such severance payments being paid as originally scheduled;

(ii) the vesting of the Employee's unvested stock options and any restricted stock awards shall be accelerated such that, effective as of the date of the Employee's termination of employment, the Employee shall receive immediate accelerated vesting of such equity awards with respect to that same number of shares which would have vested if the Employee had continued in employment during the Severance Period, in accordance with the original vesting schedule of such equity awards;

(iii) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the Employer will continue to pay for the same percentage of Employee's, and Employee's qualified beneficiaries', COBRA premiums for continued medical, dental and vision group health coverage as the percentage of medical, dental and vision insurance premiums it paid for the Employee, and Employee's beneficiaries, during the Employee's employment (the "**COBRA Premium Payments**"). Such COBRA Premium Payments shall commence on the first day of the Severance Period and continue until the earlier of (i) the last day of the Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. The Employee is required to notify the Employer immediately if the Employee and/or qualified beneficiary becomes covered by a group health plan of a subsequent employer or entitled to Medicare. Upon the conclusion of such period of COBRA Premium Payments made by the Employer, the Employee will be responsible for the entire payment of premiums required under COBRA for the duration of the COBRA coverage period. For purposes of this Section 7(c)(iii), references to COBRA shall be deemed to refer also to analogous provisions of state law and any applicable COBRA Premium Payments that are paid by the Employer shall not include any amounts payable by the Employee under an

Internal Revenue Code Section 125 health care reimbursement plan, which amounts, if any, are the sole responsibility of the Employee. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(d) Termination following Change in Control - If, within twelve (12) months after the consummation of a Change in Control (as such term is defined in Section 7(e)(i)), Employer terminates Employee's employment without Just Cause or Employee terminates his employment with Employer Agreement as a result of a Good Reason (as such term is defined in Section 7(e)(ii)); and, in either event, if Employee executes a Release within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective in accordance with its terms, then Employee shall be entitled to the following in lieu of any severance compensation or benefits set forth in Section 7(c):

(i) all Accrued Compensation (as defined in Section 7(a) herein);

(ii) severance, payable in accordance with the Employer's standard payroll practices, equal to Employee's then current base salary (exclusive of any bonus pursuant to Section 3 herein or other variable compensation) for 12 months commencing with the first payroll period following the effectiveness of the Release (the "**Change in Control Severance Period**");

(iii) all stock option grants and any restricted stock grants then held by Employee shall be subject to accelerated vesting such that all unvested shares shall be accelerated and deemed fully vested as of Employee's last day of employment; and

(iv) if the Employee elects continued health care coverage under COBRA and timely pays his or her portion of the applicable premiums, the COBRA Premium Payment benefits provided for in Section 7(c)(iii) shall commence on the first day of the Change in Control Severance Period and continue until the earlier of (i) the last day of the Change in Control Severance Period; (ii) the date on which the Employee or qualified beneficiary, as applicable, becomes enrolled in the group health insurance plan of another employer, or (iii) the date on which the Employee or qualified beneficiary, as applicable, becomes entitled to Medicare after the COBRA election. If the terms of any benefit plan referred to in this section do not permit continued participation by Employee, then Employer will arrange for other coverage providing substantially similar benefits at the same contribution level of Employee. Employee's disability insurance coverage will end upon his last day of active employment and Employee may port or convert the basic life insurance coverage within 31 days of the termination date as provided under the terms of the policy.

(e) For purposes hereof:

(i) A "**Change in Control**" shall be deemed to have occurred if, at any time:

(A) Employer shall be a party to any merger, consolidation or other similar transaction that results in the shareholders of Employer immediately before the merger, consolidation or other similar transaction owning less than 50% of the equity, or possessing less than 50% of the voting control, of Employer or the successor entity in the merger, consolidation or other similar transaction;

(B) Employer shall liquidate, dissolve or sell or otherwise dispose of all or substantially all of its assets; or

(C) the shareholders of Employer sell or otherwise dispose of Employer's capital stock in a single transaction or series of related transactions such that the shareholders immediately before such transaction or related transactions own less than 50% of the equity, and possess less than 50% of the voting power of Employer.

Provided, however, that an initial public offering or subsequent public offering of Employer's common stock shall not constitute a Change in Control.

(ii) "**Good Reason**" shall mean the occurrence of any of the following events without Employee's express written consent:

(A) Assignment to, or withdrawal from, Employee of any duties or responsibilities that results in a material diminution in such Employee's authority, duties or responsibilities as in effect immediately prior to such change;

(B) A material diminution in the authority, duties or responsibilities of the supervisor to whom Employee is required to report, including (if applicable) a requirement that Employee report to a corporate officer or employee instead of reporting directly to the Board of Directors;

(C) A material reduction by Employer of Employee's annual base salary;

(D) A relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing; or

(E) A material breach by Employer of any provision of this Agreement or any other enforceable written agreement between Employee and Employer;

Provided, however, that, any termination of employment by the Employer shall only be deemed for Good Reason pursuant to the foregoing definition if: (i) the Employee gives the Employer written notice of the intent to terminate for Good Reason within ninety (90) days following the first occurrence of the condition(s) that the Employee believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Employer fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the "**Cure Period**"); and (iii) the Employee terminates his employment within twelve (12) months following the end of the Cure Period.

(f) Except as otherwise provided in this Section 7, upon termination of this Agreement for any reason, Employee shall not be entitled to any form of severance benefits, or any other payment whatsoever. Employee agrees that the payments and benefits provided hereunder, subject to the terms and conditions hereof shall be in full satisfaction of any rights which he might otherwise have or claim by operation of law, by implied contract or otherwise, except for rights which he may have under any employee benefit plan of Employer.

8. Application of Section 409A. Benefits payable under the Agreement, to the extent of payments made from the date of termination of the Employee through March 15th of the calendar year following such termination, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus payable pursuant to the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations; to the extent such payments are made following said March 15th, they are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations made upon an involuntary termination from service and payable pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations, to the maximum extent permitted by said provision, with any excess amount being regarded as subject to the distribution requirements of Section 409A(a)(2)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), including, without limitation, the requirement of Section 409A(a)(2)(B)(i) of the Code that payment to the Employee be delayed until 6 months after separation from service if the Employee is a “specified employee” within the meaning of the aforesaid section of the Code at the time of such separation from service.

9. Parachute Payments.

(a) Anything in this Agreement to the contrary notwithstanding, if any payment or benefit the Employee would receive from the Employer pursuant to this Agreement or otherwise (a “**Payment**”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then such Payment shall be equal to the Reduced Amount. The “Reduced Amount” shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax or (y) the largest portion of the Payment, up to and including the total Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in the Employee’s receipt, on an after-tax basis, of the greater amount of the Payment notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the “**Reduction Method**”) that results in the greatest economic benefit for you. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the “**Pro Rata Reduction Method**”).

(b) Notwithstanding any provision of paragraph (a) to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata

Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Employee as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are “deferred compensation” within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(c) The Employer shall appoint a nationally recognized independent accounting firm to make the determinations required hereunder, which accounting firm shall not then be serving as accountant or auditor for the individual, entity or group that effected the Change in Control. The Employer shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder.

(d) The accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Employer and the Employee within fifteen (15) calendar days after the date on which the Employee’s right to a Payment is triggered (if requested at that time by the Employer or the Employee) or such other time as agreed upon by the Employer and the Employee. If the accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Employer and the Employee with an opinion reasonably acceptable to the Employee that no Excise Tax will be imposed with respect to such Payment. The Employer shall be entitled to rely upon the accounting firm’s determinations, which shall be final and binding on all persons.

(e) If, notwithstanding any reduction described in this Section 9, the IRS determines that Employee is liable for the Excise Tax as a result of the receipt of the payment of benefits as described above, then Employee shall be obligated to pay back to the Employer, within thirty (30) days after a final IRS determination or in the event that such Employee challenges the final IRS determination, a final judicial determination, a portion of the payment equal to the “Repayment Amount.” The Repayment Amount with respect to the payment of benefits shall be the smallest such amount, if any, as shall be required to be paid to the Employer so that Employee’s net after-tax proceeds with respect to any payment of benefits (after taking into account the payment of the Excise Tax and all other applicable taxes imposed on such payment) shall be maximized. The Repayment Amount with respect to the payment of benefits shall be zero if a Repayment Amount of more than zero would not result in Employee’s net after-tax proceeds with respect to the payment of such benefits being maximized. If the Excise Tax is not eliminated pursuant to this paragraph, Employee shall pay the Excise Tax.

(f) Notwithstanding any other provision of this Section 9, if (i) there is a reduction in the payment of benefits as described in this section, (ii) the IRS later determines that Employee is liable for the Excise Tax, the payment of which would result in the maximization of Employee’s net after-tax proceeds (calculated as if Employee’s benefits had not previously been reduced), and (iii) Employee pays the Excise Tax, then the Employer shall pay to Employee those benefits which were reduced pursuant to this section contemporaneously or as soon as

administratively possible after Employee pays the Excise Tax so that Employee's net after-tax proceeds with respect to the payment of benefits is maximized.

10. Best Efforts of Employee. Employee agrees that Employee will at all times faithfully, industriously and to the best of Employee's ability, experience and talents perform all the duties that may be required of Employee pursuant to the terms hereof, to the reasonable satisfaction of Employer, commensurate with Employee's position. Such duties shall be rendered at such place as Employer designates and Employee acknowledges that Employee may be required to travel as shall reasonably be required to promote the business of Employer. To the extent reasonably required by the duties assigned to Employee, Employee shall devote substantially all Employee's time, attention, knowledge and skills to the business and interest of Employer and Employer shall be entitled to all the benefits, profits and other issue arising from or incident to all work, service and advice of Employee; *provided, however*, that Employee shall be permitted to devote a reasonable amount of time to charitable, religious or service organizations. During the Term, Employee shall not be interested, directly or indirectly, in any manner as partner, manager, officer, director, shareholder, member, adviser, consultant, employee or in any other capacity in any other business; provided, that nothing herein contained shall be deemed to prevent or limit the right of Employee to beneficially own less than 5% of the stock of a corporation traded on a national securities exchange as long as such passive investment does not interfere with or conflict with the performance of services to be rendered hereunder.

11. Confidentiality and Covenant Not to Compete. The terms of the Confidentiality, Invention, and Non-Competition Agreement by and between the Employee and Employer dated May 1, 2006 (the "*Confidentiality Agreement*"), are hereby incorporated by reference and are a material part of this Agreement.

12. Indemnification. Employer will indemnify and hold harmless Employee from any cause of action resulting from the performance of Employee's duties under this Agreement to the fullest extent permitted by law.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflicts of law principles thereof.

(b) This Agreement constitutes the entire Agreement between Employee and Employer with respect to the subject matter hereof; and supersedes in their entirety any and all prior oral or written agreements, understandings or arrangements between Employee and Employer or any of its affiliates relating to the terms of Employee's employment by Employer, and all such agreements, understandings and arrangements are hereby terminated and are of no force and effect. Employee hereby expressly disclaims any rights under any such agreements, understandings and arrangements. This Agreement may not be amended or terminated except by an agreement in writing signed by both parties.

(c) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

(d) Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered in person or by nationally recognized overnight courier service or deposited in the mail, postage prepaid, return receipt requested, addressed as follows:

To Employer:

SCYNEXIS, Inc.
3501-C Tricenter Boulevard
Durham, NC 27709

Attn: Human Resources

To Employee:

Michael C. Garrett

At the then current address contained in Employee's personnel file

Notices given in person or by overnight courier service shall be deemed given when delivered in person or the day after delivery to the courier addressed to the address required by this Section 13(d), and notices given by mail shall be deemed given three days after deposit in the mail. Any party hereto may designate by written notice to the other party in accordance herewith any other address to which notices addressed to the other party shall be sent.

(e) The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. It is understood and agreed that no failure or delay by Employer or Employee in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(f) This Agreement may not be assigned by Employee without the written consent of Employer. Any attempted assignment in contravention of this provision shall be null and void. This Agreement shall be binding on any successors or assigns of either party hereto.

(g) For purposes of this Agreement, employment of Employee by any affiliate of Employer shall be deemed to be employment by Employer hereunder, and a transfer of employment of Employee from one such affiliate to another shall not be deemed to be a termination of employment of Employee by Employer or a cessation of the Term, it being the intention of the parties hereto that employment of Employee by any affiliate of Employer shall be treated as employment by Employer and that the provisions of this Agreement shall continue to be fully applicable following any such transfer. Notwithstanding the above, the parties hereby confirm that a relocation of Employee or Employer's principal executive offices if Employee's principal office is at such offices, to a location more than sixty (60) miles from the location at which Employee is then performing his duties, except for an opportunity to relocate which is accepted by Employee in writing, shall constitute a Good Reason as set forth in Section 7(e)(ii) herein.

(h) The respective rights and obligations of the parties hereunder shall survive any termination of the Term or Employee's employment with Employer to the extent necessary to preserve such rights and obligations for their stated durations.

(i) In the event that it shall become necessary for either party to retain the services of an attorney to enforce any terms under this Agreement, the prevailing party, in addition to all other rights and remedies hereunder or as provided by law, shall be entitled to reasonable attorneys' fees and costs of suit. Employer shall reimburse Employee for the reasonable fees and expenses of counsel, up to \$400, to Employee for the original negotiation of this Agreement.

(j) Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitration panel, which shall consist of three members, may be entered in any court having jurisdiction. Any arbitration shall be held in Durham, North Carolina, unless otherwise agreed in writing by the parties. One arbitrator shall be selected by Employee, one arbitrator shall be selected by Employer, and the third arbitrator shall be selected by the two arbitrators selected by Employee and Employer.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SCYNEXIS, INC.

By: /s/ Yves J. Ribeill

Name: Yves J. Ribeill, PhD

Title: President and Chief Executive Officer

EMPLOYEE:

/s/ Michael C. Garrett

Michael C. Garrett

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the use in this Registration Statement on Form S-1 of our report dated February 26, 2014 relating to the financial statements of SCYNEXIS, Inc. (which report expresses an unqualified opinion and includes an explanatory paragraph referring to going concern uncertainty) appearing in the Prospectus, which is part of this Registration Statement.

We also consent to the reference to us under the heading “Experts” in such Prospectus.

/s/ Deloitte & Touche LLP
Raleigh, North Carolina
February 26, 2014



Matthew B. Hemington
T: +1 650 843 5062
hemingtonmb@cooley.com

Via EDGAR

February 27, 2014

United States Securities and Exchange Commission
Division of Corporate Finance
100 F Street, N.E.
Washington, D.C. 20549

Attn: Jeffrey P. Riedler

**Re: SCYNEXIS, Inc.
Amendment No. 1 to Confidential Draft Registration Statement on Form S-1
Submitted on January 29, 2014
CIK No. 0001178253**

Dear Mr. Riedler:

Attached for filing via EDGAR pursuant to the Securities Exchange Act of 1934, on behalf of our client, SCYNEXIS, Inc. (the "**Company**"), is the Company's Registration Statement on Form S-1 ("**Registration Statement**"). The Registration Statement updates the Company's Amendment No. 1 to Confidential Draft Registration Statement on Form S-1 (the "**Confidential Submission**") submitted confidentially to the Securities and Exchange Commission (the "**Commission**") on January 29, 2014.

The Registration Statement is being submitted in response to comments received from the staff of the Commission (the "**Staff**") by letter dated February 19, 2014, with respect to the Confidential Submission (the "**Comment Letter**"). The numbering of the paragraphs below corresponds to the numbering in the Comment Letter, the text of which we have incorporated into this response letter for your convenience. Except where otherwise indicated, page references in the text of the responses below correspond to the page numbers of the Confidential Submission.

Staff Comments and Company Responses

Management's Discussion and Analysis of Financial Condition and Results of Operations Critical Accounting Policies and Significant Judgments and Estimates
Stock Based Compensation
Determination of the Fair Value of Common Stock Warrants on Issuance Dates, page 68

1. *You disclose on page 69 that common stock warrants were issued in connection with the June 2013 convertible notes and the Series D-2 convertible preferred stock. Please tell us and disclose how you accounted for the warrants in connection with the Series D-2 convertible preferred stock as your disclosure on page 68 appears to only describe the accounting for the common stock warrants in connection with the convertible notes.*

Response: In response to the Staff's comment, the Company has included the following disclosure on page 65 of the Registration Statement:

FIVE PALO ALTO SQUARE, 3000 EL CAMINO REAL, PALO ALTO, CA 94306-2155 T: (650) 843-5000 F: (650) 849-7400 WWW.COOLEY.COM



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Page Two

“At the date of issuance, the fair value of the warrants issued with the Series D-2 convertible preferred stock is recognized as a discount to the Series D-2 convertible preferred stock, which is accreted to additional paid-in capital, and as a long-term derivative liability, which is adjusted at each reporting period to reflect its fair value calculated based on the estimated fair value of our common stock.”

Issuance of Series D-1 and D-2 Convertible Preferred Stock, page 70

2. *Please tell us and disclose how you intend to account for the modification of the terms of the convertible notes.*

Response: The disclosure has been clarified to indicate that the conversion was the result of an election by the holders of the convertible notes to convert those notes into shares of Series D-1 and D-2 convertible preferred stock. In response to the Staff’s comment, the Company has included the following disclosure on page 67 of the Registration Statement:

“On December 11, 2013, we entered into an agreement to sell 1,785,712 shares of Series D-2 convertible preferred stock at \$1.40 per share for an aggregate price of \$2.5 million.

Concurrent with the sale, the holders of the convertible notes elected to convert the outstanding convertible notes. Under the election, the outstanding principal of \$12.3 million and the accrued interest balance of \$1.7 million converted into 6,054,255 shares of Series D-1 convertible preferred stock and 3,956,985 shares of Series D-2 convertible preferred stock at a conversion price of \$1.40 per share.”

In addition, the Company has included the following disclosure in Note 6 to the financial statements beginning on page F-17 of the Registration Statement:

“On December 11, 2013, holders of the June 2013 Notes elected to receive and the Company issued warrants to purchase 1,815,385 shares of the Company’s common stock at \$0.01 per share. In addition, the holders elected to convert the June 2013 Notes into shares of Series D-2 convertible preferred stock. Under the election, the outstanding principal and accrued interest balance of \$899 and \$33, respectively, was converted into 665,542 shares of Series D-2 convertible preferred stock at a conversion price of \$1.40 per share. Consistent with the original terms of the June 2013 Notes, the conversion price was adjusted to \$1.40 per share because the Company issued additional equity shares at a price less than the conversion price of the Series D-2 convertible preferred stock in effect at the time the Company issued the June 2013 Notes (Note 9).”

“Also on December 11, 2013, the holders elected to convert the 2011-2012 Notes into shares of Series D-1 and Series D-2 convertible preferred stock. Under the election, the outstanding principal and accrued interest balance of \$11,444 and \$1,640, respectively, was converted into 6,054,255 shares of Series D-1 convertible preferred stock and 3,291,443 shares of Series D-2 preferred stock at a conversion price of \$1.40 per share. Consistent with the original terms of the 2011-2012 Notes, the conversion price was adjusted to \$1.40 per share because the Company issued additional equity shares at a price less than the conversion price of the Series D-1 and Series D-2 convertible preferred stock in effect at the time the Company issued the 2011-2012 Notes (Note 9).”

“Because the Company adjusted the original conversion price on the 2011-2012 Notes and the June 2013 Notes from \$4.3125 to \$1.40, the Company recorded additional interest expense of \$10,802 as a result of the beneficial conversion for the antidilution adjustment on the Series D-1 convertible preferred stock and the Series D-2 convertible preferred stock. The intrinsic value of the beneficial conversion feature is calculated by multiplying the incremental number of shares of Series D-1 and Series D-2 convertible preferred stock the investors received (as a result of the Company reducing the conversion price to \$1.40) by the estimated fair value of the Series D-1 and the Series D-2 convertible preferred stock on the commitment date. Because the intrinsic value of the beneficial conversion feature was greater than the proceeds allocated to the 2011-2012 Notes and the June 2013 Notes, the amount recognized for the beneficial conversion feature was limited by the amount of the proceeds allocated to the convertible notes.”

Business

Our Product Candidate: SCY-078

Clinical Experience with SCY-078, page 79

3. *We note your expanded disclosure on pages 80-82 in response to our prior comment 9. Please revise your disclosure to define the following terms the first time each is used:*

- “*T_{max}*”
- “*AUC,*” “*AUCO-~~∞~~,*” and “*AUC 1-24*”
- “*C_{max}*”
- “*T_{1/2}*”
- “*Geometric mean ratios*”
- “*True steady state geometric mean...of at least 17μM•hr*”
- “*TID*” and “*QD,*” in the context of the dosing regimen

Response: For each term referenced above, the Company has either defined the term or removed it from the disclosure, in response to the Staff’s comment.

Acquisition of SCY-078 from Merck, page 78

4. *We note your expanded description of your Merck agreement on pages 84-85 in response to our prior comment 10. In addition, please revise your discussion to provide an estimated date of expiration of the royalty obligations.*

Response: The Company has provided the requested disclosure in response to the Staff’s comment.

5. *Please expand your discussion to describe the material terms governing Merck’s assignment to you in 2014 of the patents related to SCY-078, including:*

- each party’s material rights and obligations; and*

- *any, material payment provisions*

In addition, please file a copy of the agreement pursuant to which Merck assigned the SCY-078 patents to you as an exhibit to your registration statement.

Response: Under the Patent Assignment Agreement with Merck, the Company received all rights to the patents and, as a result, assumed all responsibility to maintain the patents. The Patent Assignment Agreement simply assigned the patents to the Company, and does not have a payment provision or any other material terms. In response to the Staff's comment, the Company has expanded disclosure appearing on page 83 of the Registration Statement stating that Merck no longer has responsibility to maintain the patents per the 2014 Patent Assignment. Further, in response to the Staff's comment, the Company has filed the Patent Assignment Agreement as an exhibit to the Registration Statement.

Collaborations and Licensing Agreements Merial, page 88

6. *Please expand your discussion here and on page 133 to describe the approximate dollar amount received from Merial in the last fiscal year under the Research Services Agreement, pursuant to Item 404 of Regulation S-K.*

Response: The Company has provided the requested disclosure in response to the Staff's comment.

R-Pharm, page 88

7. *We note your response to our prior comment 12. However, confidential treatment is not appropriate for information that is material to investors. For further guidance, please refer to the Division of Corporation Finance Staff Legal Bulletin No. 1 and 1A, publicly available at <http://www.sec.gov/interps/legal.shtml>. Accordingly, please expand your description of your R-Pharm agreement to disclose:*

- *the amount of the upfront payment, and, if different, the total amount of payments received to date under the agreement;*
- *the aggregate amount of potential milestones payments; and*
- *the amount of royalties expressed as a narrower range within ten percent, e.g., teens, twenties, etc.*

Response: The Company has provided the requested disclosure in response to the Staff's comment.

Dechra, page 88

8. *We note your response to our prior comment 13. Please expand your description of your Dechra agreement to disclose the following material information:*

- *the aggregate amount of potential milestones payments;*
- *the amount of royalties expressed as a narrower range within ten percent, e.g., teens, twenties, etc.; and*

- *the specified period of time after the first commercial sale that would trigger the expiration of Dechra's royalty obligation.*

Response: The Company has provided the requested disclosure in response to the Staff's comment.

Aventis, page 89

9. *We note your expanded disclosure in response to our prior comment 11. Please revise your discussion to provide an estimated date of expiration of the underlying intellectual property claims.*

Response: The Company has provided the requested disclosure in response to the Staff's comment.

C-Chem, page 89

10. *We note your expanded disclosure in response to our prior comment 11. Please revise your discussion to disclose:*

- *the total amount of payments made to date under the agreement; and*
- *an estimated date of expiration of the underlying intellectual property claims.*

Response: The Company has provided the requested disclosure in response to the Staff's comment.

11. *You state that you are obligated to make milestone payments of up to \$1.35 million to Aventis and up to \$0.95 million to C-Chem. However, in Note 4 on page F-46, you state that you have up to \$2.5 million in future milestone payments under two agreements. Please revise your disclosure to clarify this discrepancy.*

Response: The amounts shown on page 87 of the Registration Statement are correct. In response to the Staff's comment, the Company has updated the disclosure in Note 8 of the financial statements on page F-18 of the Registration Statement to indicate that the Company could be required to make payments up to \$2.3 million upon achievement of certain milestones.

Elanco Animal Health, page 90

12. *Please expand your description of your Elanco agreement to disclose:*

- *the anticipated expiration of the last remaining royalty term;*
- *the anticipated expiration of the research services term;*
- *the annual services fee; and*
- *the aggregate amount of potential milestones payments.*

Response: The Company has provided the requested disclosure in response to the Staff's comment other than in the last bullet. With respect to the aggregate amount of potential milestone payments, this cannot be calculated as it depends on the number of products developed under the agreement, which number is not known at this time.

Transactions with Related Persons, page 129



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13. *Aventis appears to be a related person pursuant to Item 404 of Regulation S-K. Accordingly, please include a description here, or a cross-reference to your discussion on page 89, of your Aventis agreement.*

Response: The Company has provided the requested disclosure in response to the Staff's comment.

Notes to the Condensed Financial Statements for the Nine Months Ended September 30, 2013

2. Summary of Significant Accounting Policies

Revenue Recognition and Deferred Revenue, page F-39

14. *Please refer to your response to prior comment 16 and address the following:*

- *Disclose why you determined that license rights and other non-contingent deliverables, when included in arrangements, do not have standalone value. Refer to ASC 605-25-50-2f.*
- *You state that the Company recognizes contingent event-based payments under license agreements when payments are received. Based on your disclosure on pages F-40 to F-41 related to the license and supply agreement with R-Farm, you appear to have contingent event-based payments that are substantive and not considered substantive. Please revise your disclosure to clarify the revenue recognition policy to describe a substantive contingent event versus a non-substantive contingent event.*

Response: In response to the Staff's comment with respect to the first bullet above, the Company has included the following disclosure in Note 2 to the financial statements on page F-10 of the Registration Statement:

"In arrangements that include license rights and other non-contingent deliverables, such as participation in a steering committee, these deliverables do not have standalone value because the non-contingent deliverables are dependent on the license rights. That is, the non-contingent deliverables would not have value without the license rights, and only the Company can perform the related services. Upfront license rights and non-contingent deliverables, such as participation in a steering committee, do not have standalone value as they are not sold separately and they cannot be resold. In addition, when non-contingent deliverables are sold with upfront license rights, the license rights do not represent the culmination of a separate earnings process. As such, the Company accounts for the license and the non-contingent deliverables as a single combined unit of accounting."

In response to the Staff's comment with respect to the second bullet above, the Company has included the following disclosure in Note 2 on page F-10 of the Registration Statement:

"The Company will recognize a milestone payment when earned if it is substantive and the Company has no ongoing performance obligations related to the milestone. A milestone payment is considered substantive if it 1) is commensurate with either the Company's performance to achieve the milestone or the enhanced value of the delivered item as a result of a specific outcome resulting from the Company's performance to achieve the milestone; 2) relates solely to past performance; and 3) is reasonable relative to all of the deliverables and payment terms, including other potential milestone consideration, within the arrangement."

15. *Please refer to your response to prior comment 17 and address the following:*

- *You state that the contingent payments under the terms of the agreement are not included within the scope of ASC 605-28. However, your revised disclosure states that the development milestone payment is considered substantive and will be recognized when R-Pharm achieves certain specified milestones. Revise your disclosure to clarify if the milestones are considered substantive per ASC 605-28 and, if so, provide a description of the milestone and the related contingent consideration per ASC 605-28-50-2b.*
- *Tell us why the deferred revenue related to this arrangement is classified within current liabilities when it being deferred over a 70 month period.*

Response: In response to the Staff's comment with respect to the first bullet above, in the Confidential Submission, the Company stated, "The development milestone payment is considered substantive and will be recognized when R-Pharm achieves certain specified milestones." In response to the Staff's comment, the Company modified the disclosure for the sales-based payments to remove reference to "not considered substantive" because the sales-based payments are not milestones as contemplated by ASC 605-28. Also, in response to the Staff's comments, the Company has included the following disclosure in Note 2 to the financial statements on page F-10 of the Registration Statement:

"In August 2013, the Company entered into a development, license, and supply agreement with R-Pharm, CJSC ("R-Pharm"), granting it exclusive rights to develop and commercialize an anti-fungal drug (SCY-078) in the field of human health in Russia and certain smaller non-core markets. The Company received an upfront payment of \$1,500, which composes the substantial majority of its deferred revenue balance as of December 31, 2013, and is entitled to receive payments on contingent events, including 1) a development milestone payment of \$3,000 upon the first registration of SCY-078 in any country covered by the agreement; 2) sales-based payments of up to \$15,000 upon R-Pharm's achievement of specified targets for cumulative net sales of SCY-078; and 3) percentage royalties up to the mid-teens on SCY-078 net sales."

In response to the Staff's comment with respect to the second bullet above, only a portion of the deferred revenue should be included in current liabilities. In response to the Staff's comment, the Company has reflected the current portion of deferred revenue of \$487,000 and the long-term portion of deferred revenue of \$1,144,000 as of December 31, 2013 on page F-3 of the Registration Statement.

11. Subsequent Events License Agreement, page F-54

16. *Regarding your licensing agreement with a major animal health company in December 2013, please disclose the amount of the upfront payment received and how you accounted for the arrangement.*

Response: In response to the Staff's comment, the Company has included the following disclosure in Note 2 to the financial statements on page F-11 of the Registration Statement:

"The Company entered into a licensing agreement with Elanco Animal Health (Elanco) in December 2013. The agreement includes an upfront payment of \$500 and multi-year contract research and



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development services with fees of \$2,750 annually for the first two years and \$3,000 annually for the second two years, and entitles the Company to 1) development milestone payments of up to \$1,500 for each compound Elanco and the Company decide to develop; 2) a one-time payment of up to \$2,000 for the first regulatory approval of any product in the U.S.; 3) a one-time payment of \$4,000 for the first commercial sale of a product in the U.S. and a one-time payment of \$1,500 for the first commercial sale of a product in the European Union; 4) one-time payments of up to \$15,000 for reaching specified annual sales of a product; and 5) mid-single-digit percentage royalties on net annual sales. The Company will defer the upfront payment, which it received in January 2014, and will recognize the revenue over the research and development period of four years.”

FIVE PALO ALTO SQUARE, 3000 EL CAMINO REAL, PALO ALTO, CA 94306-2155 T: (650) 843-5000 F: (650) 849-7400 WWW.COOLEY.COM



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The Company requests the Staff's assistance in completing the review of the Registration Statement as soon as possible. Please advise us if we can provide any further information or assistance to facilitate your review. Please direct any further comments or questions regarding the Amended Registration Statement or this response letter to me at (650) 843-5062.

Sincerely,

/s/ Matthew B. Hemington

Matthew B. Hemington

cc: Yves J. Ribeill, Ph.D., SCYNEXIS, Inc.

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