

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

**FORM S-8**  
**REGISTRATION STATEMENT UNDER**  
**THE SECURITIES ACT OF 1933**

**Rexahn Pharmaceuticals, Inc.**

(Exact name of registrant as specified in its charter)

**DELAWARE**

(State or other jurisdiction of incorporation or organization)

**11-3516358**

(I.R.S. Employer Identification No.)

**9620 Medical Center Drive**  
**Rockville, Maryland**

(Address of Principal Executive Offices)

**20850**

(Zip Code)

**Rexahn Pharmaceuticals, Inc. Stock Option Plan**

(Full title of the plan)

**Tae Heum Jeong**  
**Chief Financial Officer and Secretary**  
**Rexahn Pharmaceuticals, Inc.**  
**9620 Medical Center Drive**  
**Rockville, Maryland 20850**  
**(240) 268-5300**

(Name, address and telephone number, including area code, of agent for service)

**Copies to:**

Hwan Kim, Esq.  
Chadbourn & Parke LLP  
1200 New Hampshire Avenue, N.W.  
Washington, DC 20036  
(202) 974-5600

**Calculation of Registration Fee**

<b>Title of securities to be registered</b>	<b>Amount to be registered (1)</b>	<b>Proposed maximum offering price per share (2)</b>	<b>Proposed maximum aggregate offering price (2)</b>	<b>Amount of registration fee</b>
Common Stock, par value \$.0001 per share	6,992,500 shares	\$3.13	\$21,886,525	\$2,577

- (1) The shares of Common Stock set forth in the Calculation of Registration Fee table and which may be offered pursuant to this registration statement include, pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), such additional number of shares of the Registrant's Common Stock as may be offered or issued as a result of any stock splits, stock dividends or similar events.
- (2) Estimated solely for purposes of calculating the registration fee pursuant to Rules 457(c) and (h) under the Securities Act, based upon the average of the lowest bid and highest asked price on October 25, 2005, as reported on The Over-The-Counter Bulletin Board.

## **PART II**

### **INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

#### **Item 3. Incorporation of Documents by Reference.**

The following documents filed by Rexahn Pharmaceuticals, Inc. (the "Company") with the Commission are hereby incorporated by reference into this registration statement as of their respective dates:

- (a) Annual Report on Form 10-KSB for the fiscal year ended December 31, 2004 of the Company (File No. 000-50590);
- (b) Quarterly Report on Form 10-QSB for the quarter ended March 31, 2005 of the Company;
- (c) Quarterly Report on Form 10-QSB for the quarter ended June 30, 2005 of the Company;
- (d) Current Reports on Form 8-K of the Company filed with the Commission on January 18, 2005, January 21, 2005, February 7, 2005, May 16, 2005, June 17, 2005, August 11, 2005 and September 15, 2005; and
- (e) The description of the Company's Common Stock contained in Item 8.01 of the Company's Current Report on Form 8-K filed with the Commission on May 16, 2005.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or that deregisters all such securities then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated herein by reference shall be deemed to be modified or superseded for purposes of this registration statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes that statement. Any such statement so modified or superseded shall not constitute a part of this registration statement, except as so modified or superseded.

#### **Item 4. Description of Securities.**

This Item is not applicable.

#### **Item 5. Interests of Named Experts and Counsel.**

This Item is not applicable.

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**Item 6. Indemnification of Directors and Officers.**

Section 102(b)(7) of the Delaware General Corporation Law (the "DGCL") permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions; or
- any transaction from which the director derived an improper personal benefit.

Article Seventh of the Company's Amended and Restated Certificate of Incorporation provides for this limitation of liability.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent of the Company, subject to certain limitations. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

The DGCL provides for indemnification of directors, officers, employees and agents subject to limitations. Section 14 of Article III of the Company's Amended and Restated Bylaws and the appendix to the Company's Amended and Restated Bylaws provide for the indemnification of directors, officers, employees and agents under certain circumstances and upon satisfaction of certain conditions to the extent permitted by Delaware law.

**Item 7. Exemption from Registration Claimed.**

This Item is not applicable.

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**Item 8. Exhibits.**

- 4.1 Amended and Restated Certificate of Incorporation, filed as Appendix G to the Company's Definitive Proxy Statement on Schedule 14A (File No. 000-50590) dated April 29, 2004, is incorporated herein by reference.
- 4.2 Amended and Restated Bylaws, filed as Appendix H to the Company's Definitive Proxy Statement on Schedule 14A (File No. 000-50590) dated April 29, 2004, is incorporated herein by reference.
- [4.3](#) Specimen Certificate for the Company's Common Stock, par value \$.0001 per share.
- [4.4](#) Rexahn Pharmaceuticals, Inc. Stock Option Plan, as amended.
- [4.5.1](#) Form of Stock Option Grant Agreement for Employees.
- [4.5.2](#) Form of Stock Option Grant Agreement for Non-Employee Directors and Consultants.
- [5](#) Opinion of Chadbourne & Parke LLP as to the legality of any newly issued shares of Common Stock of the Company covered by this registration statement.
- [23.1](#) Consent of Lazar, Levine & Felix, LLP, independent registered public accounting firm.
- [23.2](#) Consent of SF Partnership, LLP, independent registered public accounting firm.
- 23.3 Consent of Chadbourne & Parke LLP, contained in its opinion field as Exhibit 5 to this registration statement.
- 24 Power of Attorney (Included on signature page of the registration statement).

**Item 9. Undertakings.**

The Company hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to:

(i) Include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) Reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement; and

(iii) Include any additional or changed material information on the plan of distribution;

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*provided, however,* that clauses (i) and (ii) do not apply if the information required to be included in a post-effective amendment by those clauses is contained in periodic reports filed with or furnished to the Commission by the Company pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

(2) For determining liability under the Securities Act, to treat each post-effective amendment as a new registration statement of the securities offered, and the offering of the securities at that time to be the initial bona fide offering.

(3) To file a post-effective amendment to remove from registration any of the securities that remain unsold at the end of the offering.

(4) That, for purposes of determining any liability under the Securities Act, each filing of the Company's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial *bona fide* offering thereof.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Rockville, Maryland, on October 21, 2005.

REXAHN PHARMACEUTICALS, INC.

By /s/ Chang H. Ahn

Name: Chang H. Ahn

Title: Chairman, Chief Executive Officer and Director

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Chang H. Ahn and Tae Heum Jeong, and each of them, with full power to act without the other, his or her true and lawful attorneys-in-fact and agents, with full power to them and each of them (including the full power of substitution and resubstitution), for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments and supplements) to this registration statement to be filed by REXAHN PHARMACEUTICALS, INC. and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Chang H. Ahn</u> Chang H. Ahn	Chairman and Chief Executive Officer and Director (principal executive officer)	October 21, 2005
<u>/s/ Tae Heum Jeong</u> Tae Heum Jeong	Chief Financial Officer and Secretary and Director (principal financial and accounting officer)	October 21, 2005
<u>/s/ Inok Ahn</u> Inok Ahn	Treasurer and Director	October 21, 2005
<u>/s/ John Holaday</u> John Holaday	Director	October 20, 2005
<u>/s/ David McIntosh</u> David McIntosh	Director	October 17, 2005
<u>/s/ Young-Soon Park</u> Young-Soon Park	Director	October 21, 2005

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## EXHIBIT INDEX

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  - 4.2 Amended and Restated Bylaws, filed as Appendix H to the Company's Definitive Proxy Statement on Schedule 14A (File No. 000-50590) dated April 29, 2004, is incorporated herein by reference.
  - 4.3 Specimen Certificate for the Company's Common Stock, par value \$.0001 per share.
  - 4.4 Rexahn Pharmaceuticals, Inc. Stock Option Plan, as amended.
  - 4.5.1 Form of Stock Option Grant Agreement for Employees.
  - 4.5.2 Form of Stock Option Grant Agreement for Non-Employee Directors and Consultants.
  - 5 Opinion of Chadbourne & Parke LLP as to the legality of any newly issued shares of Common Stock of the Company covered by this registration statement.
  - 23.1 Consent of Lazar, Levine & Felix, LLP, independent registered public accounting firm.
  - 23.2 Consent of SF Partnership, LLP, independent registered public accounting firm.
  - 23.3 Consent of Chadbourne & Parke LLP, contained in its opinion field as Exhibit 5 to this registration statement.
  - 24 Power of Attorney (Included on signature page of the registration statement).
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NUMBER  
RX \_\_\_\_\_

SHARES  
\_\_\_\_\_

**SPECIMEN**  
**REXAHN PHARMACEUTICALS, INC.**  
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE  
**COMMON STOCK**

SEE REVERSE  
FOR  
CERTAIN  
DEFINITIONS  
**CUSIP 761640 10**  
**1**

THIS CERTIFIES THAT: \_\_\_\_\_  
IS THE OWNER OF \_\_\_\_\_

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF \$.0001 PAR VALUE EACH OF **REXAHN PHARMACEUTICALS, INC.** transferable on the books of the Corporation in person or by attorney upon surrender of this certificate duly endorsed or assigned. This certificate and the shares represented hereby are subject to the laws of the State of Delaware, and to the Certificate of Incorporation and By-laws of the Corporation, as now or hereafter amended. This certificate is not valid until countersigned by the Transfer Agent.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

DATED: \_\_\_\_\_ COUNTERSIGNED

REXAHN PHARMACEUTICALS, INC.  
CORPORATE  
SEAL  
2005  
DELAWARE

AUTHORIZED SIGNATURE

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT



The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -

..... Custodian .....  
(Cust) (Minor)  
under Uniform Gifts to Minors

Act.....  
(State)

Additional abbreviations may be used though not in the above list.

For Value Received, \_\_\_\_\_ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER  
IDENTIFYING NUMBER OF ASSIGNEE

\_\_\_\_\_

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF ASSIGNEE)

\_\_\_\_\_ Shares of the stock represented by the within Certificate, and do hereby irrevocably constitute and appoint  
\_\_\_\_\_ Attorney to transfer the said stock on the books of the within named Corporation with full power of  
substitution in the premises.

DATED: \_\_\_\_\_

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST  
CORRESPOND WITH THE NAME AS WRITTEN UPON THE  
FACT OF THE CERTIFICATE IN EVERY PARTICULAR,  
WITHOUT ALTERATION OR ENLARGEMENT OF ANY  
CHANGE WHATSOEVER.

THE CORPORATION WILL FURNISH TO ANY STOCKHOLDER, UPON REQUEST AND WITHOUT CHARGE, A FULL STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF THE SHARES OF EACH CLASS AND SERIES AUTHORIZED TO BE ISSUED, SO FAR AS THE SAME HAVE BEEN DETERMINED, AND OF THE AUTHORITY, IF ANY, OF THE BOARD TO DIVIDE THE SHARES INTO CLASSES OR SERIES AND TO DETERMINE AND CHANGE THE RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF ANY CLASS OR SERIES. SUCH REQUEST MAY BE MADE TO THE SECRETARY OF THE CORPORATION OR TO THE TRANSFER AGENT NAMED ON THIS CERTIFICATE.

THE SIGNATURE TO THE ASSIGNMENT MUST CORRESPOND TO THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER, AND MUST BE GUARANTEED BY A COMMERCIAL BANK OR TRUST COMPANY OR A MEMBER FIRM OF A NATIONAL OR REGIONAL OR OTHER RECOGNIZED STOCK EXCHANGE IN CONFORMANCE WITH A SIGNATURE GUARANTEE MEDALLION PROGRAM.

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**REXAHN PHARMACEUTICALS, INC.  
STOCK OPTION PLAN**

**1. Establishment and Purpose**

REXAHN PHARMACEUTICALS, INC., a Delaware corporation (the "Corporation") assumed effective May 13, 2005 the REXAHN CORPORATION STOCK OPTION PLAN originally established by Rexahn, Corp, a Maryland corporation, which shall be known as the REXAHN PHARMACEUTICALS, INC. STOCK OPTION PLAN upon and after such assumption (the "Plan"). The purpose of the Plan is to promote the long-term growth and profitability of the Corporation by (i) providing key people with incentives to improve stockholder value and to contribute to the growth and financial success of the Corporation, and (ii) enabling the Corporation to attract, retain and reward the best available persons for positions of substantial responsibility. To accomplish such purpose, the Plan permits the granting of stock options, including nonqualified stock options and incentive stock options qualifying under Section 422 of the Code.

The Plan is a compensatory benefit plan within the meaning of Rule 701 under the Securities Act of 1933, as amended (the "Securities Act"). Prior to May 13, 2005, except to the extent any other exemption from the Securities Act was expressly relied upon in connection with any agreement entered into pursuant to the Plan or the securities issuable hereunder were registered under the Securities Act, the issuance of Stock pursuant to the Plan was intended to qualify for the exemption from registration under the Securities Act provided by Rule 701. To the extent that an exemption from registration under the Securities Act provided by Rule 701 was unavailable, all unregistered options and shares of Stock issuable upon exercise of an Option were intended to be exempt from registration under the Securities Act in reliance upon the private offering exemption contained in Section 4(2) of the Securities Act, or other available exemption, and the Plan shall be so administered. From and after May 13, 2005, the issuance of Stock pursuant to the Plan is intended to be registered under the Securities Act.

**2. Definitions**

Under the Plan, except where the context otherwise indicates, the following definitions apply:

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(a) *"Board"* shall mean the Board of Directors of the Corporation.

(b) *"Change in Control"* shall mean (i) any sale, exchange or other disposition of substantially all of the Corporation's assets; or (ii) any merger, share exchange, consolidation or other reorganization or business combination in which the Corporation is not the surviving or continuing corporation, or in which the Corporation's stockholders become entitled to receive cash, securities of the Corporation other than voting common stock, or securities of another issuer.

(c) *"Code"* shall mean the Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

(d) *"Committee"* shall mean the Board or committee of Board members appointed pursuant to Section 3 of the Plan to administer the Plan.

(e) *"Exchange Act"* shall mean the Securities Exchange Act of 1934, as amended.

(f) *"Fair Market Value"* of a share of the Corporation's Stock for any purpose on a particular date shall be determined by the Committee as follows:

(1) If the Stock is not publicly traded, as soon as practicable following the beginning of each fiscal year of the Corporation following the adoption of the Plan, the Committee shall review the completed financial statements of the Corporation for the previous fiscal year in consultation with its outside accountants or other financial advisors and shall determine the Fair Market Value based on such financial statements, taking into account customary benchmarks such as book value, gross earnings and net earnings, if any, and applying such multiples to such measures as the Committee determines is appropriate, in its sole discretion. The Fair Market Value so determined for a fiscal year, based on the previous fiscal year's financial statements, shall apply for the entire respective fiscal year, unless the Committee determines that such Fair Market Value is no longer appropriate due to an extraordinary corporate event such as a purchase or sale of a significant portion of the Corporation's assets or stock, the obsolescence or development of products, or the acquisition or loss of a significant amount of business by the Corporation. If such an extraordinary corporate event occurs, the Committee, as soon as practicable thereafter, in the same manner as set forth above, and taking into account such event as well as the latest completed quarterly financial statements for the Corporation, if any, shall determine an updated Fair Market Value, which shall be applicable for the remainder of the fiscal year.

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(2) If the Stock is publicly traded, then Fair Market Value shall mean the last reported sale price per share of Stock, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on a national securities exchange or included for quotation on the Nasdaq-National Market, or if the Stock is not so listed or admitted to trading or included for quotation, the last quoted price, or if the Stock is not so quoted, the average of the high bid and low asked prices, regular way, in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or, if such system is no longer in use, the principal other automated quotations system that may then be in use or, if the Stock is not quoted by any such organization, the average of the closing bid and asked prices, regular way, as furnished by a professional market maker making a market in the Stock as selected in good faith by the Committee or by such other source or sources as shall be selected in good faith by the Committee. If, as the case may be, the relevant date is not a trading day, the determination shall be made as of the next preceding trading day. As used herein, the term "trading day" shall mean a day on which public trading of securities occurs and is reported in the principal consolidated reporting system referred to above, or if the Stock is not listed or admitted to trading on a national securities exchange or included for quotation on the Nasdaq-National Market, any day other than a Saturday, a Sunday or a day in which banking institutions in the State of New York are closed.

(g) "*Grant Agreement*" shall mean a written agreement between the Corporation and a grantee memorializing the terms and conditions of an Option pursuant to the Plan.

(h) "*Grant Date*" shall mean the date on which the Committee formally acts to grant an Option to a grantee or such other date as the Committee shall so designate at the time of taking such formal action.

(i) "*Option*" shall mean any stock option awarded hereunder.

(j) "*Parent*" shall mean a corporation, whether now or hereafter existing, within the meaning of the definition of "parent corporation" provided in Section 424(e) of the Code, or any successor thereto of similar import.

(k) "*Rule 16b-3*" shall mean Rule 16b-3 as in effect under the Exchange Act on the effective date of the Plan, or any successor provision prescribing conditions necessary to exempt the issuance of securities under the Plan (and further transactions in such securities) from Section 16(b) of the Exchange Act.

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(l) *"Stock"* shall mean shares of the Corporation's common stock, par value of \$.0001 per share.

(m) *"Subsidiary" and "subsidiaries"* shall mean only a corporation or corporations, whether now or hereafter existing, within the meaning of the definition of "subsidiary corporation" provided in Section 424(f) of the Code, or any successor thereto of similar import.

### **3. Administration**

(a) *Procedure.* The Plan shall be administered by the Board. In the alternative, the Board may appoint a Committee to administer the Plan on behalf of the Board, subject to such terms and conditions as the Board may prescribe. Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may increase the size of the Committee and appoint additional members thereof, remove members (with or without cause) and appoint new members in substitution therefor, fill vacancies, however caused, and remove all members of the Committee and, thereafter, directly administer the Plan. In the event that the Board is the administrator of the Plan in lieu of a Committee, the term "Committee" as used herein shall be deemed to mean the Board, other than for purposes of Section 3(b).

The Committee shall meet at such times and places and upon such notice as it may determine. A majority of the Committee shall constitute a quorum. Any acts by the Committee may be taken at any meeting at which a quorum is present and shall be by majority vote of those members entitled to vote. Additionally, any acts reduced to writing or approved in writing by all of the members of the Committee shall be valid acts of the Committee.

(b) *Procedure After Registration of the Stock.* Notwithstanding the provisions of Section 3(a) above, in the event that the Stock or any other capital stock of the Corporation becomes registered under Section 12 of the Exchange Act, the members of the Committee shall be both "Non-Employee Directors" within the meaning of Rule 16b-3, and "outside directors" within the meaning of Section 162(m) of the Code. Upon and after the point in time that the Stock or any other capital stock of the Corporation becomes registered under Section 12 of the Exchange Act, the Board shall take all action necessary to cause the Plan to be administered in accordance with the then effective provisions of Rule 16b-3, provided that any amendment to the Plan required for compliance with such provisions shall be made in accordance with Section 10 of the Plan.

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(c) *Powers of the Committee.* The Committee shall have all the powers vested in it by the terms of the Plan, such powers to include authority, in its sole and absolute discretion, to grant Options under the Plan, prescribe Grant Agreements evidencing such Options and establish programs for granting Options. The Committee shall have full power and authority to take all other actions necessary to carry out the purpose and intent of the Plan, including, but not limited to, the authority to:

- (i) determine the eligible persons to whom, and the time or times at which Options shall be granted,
- (ii) determine the types of Options to be granted,
- (iii) determine the number of shares of Stock to be covered by each Option,
- (iv) impose such terms, limitations, restrictions and conditions upon any such Option as the Committee shall deem appropriate,
- (v) modify, extend or renew outstanding Options, accept the surrender of outstanding Options and substitute new Options, provided that no such action shall be taken with respect to any outstanding Option which would adversely affect the grantee without the grantee's consent,
- (vi) accelerate or otherwise change the time period in which an Option may be exercised and to waive or accelerate the lapse, in whole or in part, of any restriction or condition with respect to such Option, including, but not limited to, any restriction or condition with respect to the vesting or exercisability of an Option following termination of any grantee's employment, and
- (vii) establish objectives and conditions, if any, for granting Options and determining whether Options will be paid after the end of a performance period.

The Committee shall have full power and authority to administer and interpret the Plan and to adopt such rules, regulations, agreements, guidelines and instruments for the administration of the Plan and for the conduct of its business as the Committee deems necessary or advisable and to interpret same, all within the Committee's sole and absolute discretion.

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(d) *Limited Liability.* To the maximum extent permitted by law, no member of the Board or Committee shall be liable for any action taken or decision made in good faith relating to the Plan or any Option thereunder.

(e) *Indemnification.* To the maximum extent permitted by law, the members of the Board and Committee shall be indemnified by the Corporation in respect of all their activities under the Plan.

(f) *Effect of Committee's Decision.* All actions taken and decisions and determinations made by the Committee on all matters relating to the Plan pursuant to the powers vested in it hereunder shall be in the Committee's sole and absolute discretion and shall be conclusive and binding on all parties concerned, including the Corporation, its stockholders, any participants in the Plan and any other employee of the Corporation, and their respective successors in interest.

#### **4. Maximum Shares Available for the Plan**

Subject to adjustments as provided in Section 9 of the Plan, the shares of Stock that may be delivered or purchased with respect to the exercise of Options granted under the Plan, including with respect to incentive stock options intended to qualify under Section 422 of the Code, shall not exceed an aggregate of Six Million Nine Hundred Ninety Two Thousand Five Hundred (6,992,500) shares of Stock of the Corporation. The Corporation shall reserve said number of shares for Options under the Plan, subject to adjustments as provided in Section 9 of the Plan. If any Option, or portion of an Option, under the Plan expires or terminates unexercised, becomes unexercisable or is forfeited or otherwise terminated, surrendered or canceled without the delivery of shares of Stock or other consideration, the shares of Stock subject to such Option shall thereafter be available for further Options under the Plan.

#### **5. Participation**

Participation in the Plan shall be open to all employees, officers, directors and consultants of the Corporation, or of any Parent or Subsidiary of the Corporation, as may be selected by the Committee from time to time. Notwithstanding the foregoing, participation in the Plan with respect to awards of incentive stock options shall be limited to employees of the Corporation or of any Parent or Subsidiary of the Corporation. To the extent necessary to comply with Rule 16b-3 or to constitute an "outside director" within the meaning of Section 162(m) of the Code, and only in the event that Rule 16b-3 or Section 162(m) of the Code is applicable to the Plan or an Option granted thereunder, Committee members shall not be eligible to participate in the Plan while members of the Committee.

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Options may be granted to such eligible persons and for or with respect to such number of shares of Stock as the Committee shall determine, subject to the limitations in Section 4 and Section 6(e) of the Plan. A grant of any type of Option made in any one year to an eligible person shall neither guarantee nor preclude a further grant of that or any other type of Option to such person in that year or subsequent years.

## **6. Stock Options**

Subject to the other applicable provisions of the Plan, the Committee may from time to time grant to eligible participants awards of nonqualified stock options or incentive stock options as that term is defined in Section 422 of the Code. The Options granted shall be subject to the following terms and conditions.

(a) *Grant of Option.* The grant of an Option shall be evidenced by a Grant Agreement, executed by the Corporation and the grantee, stating the number of shares of Stock subject to the Option evidenced thereby and the terms and conditions of such Option, in such form as the Committee may from time to time determine.

(b) *Price.* The price per share payable upon the exercise of each Option ("exercise price") shall be determined by the Committee; provided, however, that in the case of incentive stock options, the exercise price shall not be less than 100% of the Fair Market Value of the shares on the date the incentive stock option is granted.

(c) *Payment.* Options may be exercised in whole or in part by payment of the exercise price of the shares to be acquired in accordance with the provisions of the Grant Agreement, and/or such rules and regulations as the Committee may have prescribed, and/or such determinations, orders, or decisions as the Committee may have made. Payment may be made in cash (or cash equivalents acceptable to the Committee) or, unless otherwise determined by the Committee, in shares of Stock or a combination of cash and shares of Stock, or by such other means as the Committee may prescribe. The Fair Market Value of shares of Stock delivered on exercise of stock options shall be determined as of the date of exercise. Shares of Stock delivered in payment of the exercise price may be previously owned shares or, if approved by the Committee, shares acquired upon exercise of the Option. Any fractional share will be paid in cash.

If the Stock is registered under Section 12(b) or 12(g) of the Exchange Act, the Committee, subject to such limitations as it may determine, may authorize payment of the exercise price, in whole or in part, by delivery of a properly executed exercise notice, together with irrevocable instructions, to: (i) a brokerage firm designated by the Corporation to deliver promptly to the Corporation the aggregate amount of sale or loan proceeds to pay the exercise price and any withholding tax obligations that may arise in connection with the exercise, and (ii) the Corporation to deliver the certificates for such purchased shares directly to such brokerage firm.

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(d) *Terms of Options.* The term during which each Option may be exercised shall be determined by the Committee; provided, however, that in no event shall an incentive stock option be exercisable more than ten (10) years from the date it is granted. Prior to the exercise of the Option and delivery of the shares certificates represented thereby, the grantee shall have none of the rights of a stockholder with respect to any shares represented by an outstanding Option.

(e) *Restrictions on Incentive Stock Options.* Incentive stock options granted under the Plan shall comply in all respects with Code Section 422 and, as such, shall meet the following additional requirements:

(i) *Grant Date.* An incentive stock option must be granted within 10 years of the earlier of the Plan's original adoption by the board of directors of Rexahn, Corp or approval by Rexahn, Corp's shareholders.

(ii) *Exercise Price and Term.* The exercise price of an incentive stock option shall not be less than 100% of the Fair Market Value of the shares covered by such option on the Grant Date and the term of such option shall not exceed ten (10) years. Also, the exercise price of any incentive stock option granted to a grantee who owns (within the meaning of Section 422(b)(6) of the Code, after the application of the attribution rules in Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of shares of the Corporation or its Parent or Subsidiary corporations (within the meaning of Sections 422 and 424 of the Code) shall be not less than 110% of the Fair Market Value of the shares covered by the option on the Grant Date and the term of such stock option shall not exceed five (5) years.

(iii) *Maximum Grant.* The aggregate Fair Market Value (determined as of the Grant Date) of shares of Stock, or any other shares of capital stock, with respect to which all incentive stock options first become exercisable by any grantee in any calendar year under this or any other plan of the Corporation and its Parent and Subsidiary corporations may not exceed \$100,000 or such other amount as may be permitted from time to time under Section 422 of the Code. To the extent that such aggregate Fair Market Value shall exceed \$100,000, or other applicable amount, such stock options shall be treated as nonqualified stock options. In such case, the Corporation may designate the shares of Stock that are to be treated as stock acquired pursuant to the exercise of an incentive stock option by issuing a separate certificate for such shares and identifying the certificate as incentive stock option shares in the stock transfer records of the Corporation.

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(iv) *Grantee.* Incentive stock options shall only be issued to employees of the Corporation, or of a Parent or Subsidiary of the Corporation.

(v) *Designation.* No Option shall be an incentive stock option unless so designated by the Committee at the time of grant or in the Grant Agreement evidencing such Option.

(f) *Other Terms and Conditions.* Options may contain such other provisions, not inconsistent with the provisions of the Plan, as the Committee shall determine appropriate from time to time.

## **7. Withholding of Taxes**

The Corporation may require, as a condition to the grant of any Option under the Plan or exercise pursuant to such Option or to the delivery of certificates for shares issued or payments of cash to a grantee pursuant to the Plan or a Grant Agreement (hereinafter collectively referred to as a "taxable event"), that the grantee pay to the Corporation, in cash or, unless otherwise determined by the Corporation, in shares of Stock, including shares acquired upon exercise of the Option, valued at Fair Market Value on the date as of which the withholding tax liability is determined, any federal, state or local taxes of any kind required by law to be withheld with respect to any taxable event under the Plan. The Corporation, to the extent permitted or required by law, shall have the right to deduct from any payment of any kind (including salary or bonus) otherwise due to a grantee any federal, state or local taxes of any kind required by law to be withheld with respect to any taxable event under the Plan, or to retain or sell without notice a sufficient number of the shares to be issued to such grantee to cover any such taxes.

## **8. Transferability**

No Option granted under the Plan shall be transferable voluntarily or involuntarily by a grantee, either during the grantee's lifetime or as a result of the death of the grantee.

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## **9. Adjustments; Business Combinations**

In the event of a reclassification, recapitalization, stock split, stock dividend, combination of shares, or other similar event, the maximum number and kind of shares with respect to which Options may be granted under the Plan, as provided in Section 4 of the Plan, shall be adjusted to reflect such event, and the Committee shall make such adjustments as it deems appropriate and equitable in the number, kind and price of shares covered by outstanding Options granted under the Plan, and in any other matters which relate to Options and which are affected by the changes in the Stock referred to above.

In the event of any proposed Change in Control (but subject, in the case of any grantee, to the terms of such grantee's Grant Agreement), the Committee shall take such action as it deems appropriate and equitable to effectuate the purposes of the Plan and to protect the grantees of Options, which action may include, but without limitation, any one or more of the following: (i) acceleration or change of the exercise dates of any Option; (ii) arrangements with grantees for the payment of appropriate consideration to them for the cancellation and surrender of any Option; or (iii) in any case where equity securities other than Stock of the Corporation are proposed to be delivered in exchange for or with respect to Stock of the Corporation, arrangements providing that any Option shall become one or more Options with respect to such other equity securities.

The Committee is authorized to make adjustments in the terms and conditions of, and the criteria included in, Options in recognition of unusual or nonrecurring events (including, without limitation, the events described in the preceding two paragraphs of this Section 9) affecting the Corporation, or the financial statements of the Corporation or any Subsidiary, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

In the event the Corporation dissolves and liquidates (other than pursuant to a plan of merger or reorganization, and except as provided in any Grant Agreement), then notwithstanding any restrictions on exercise set forth in the Plan: (i) each grantee shall have the right to exercise his Option at any time up to ten (10) days prior to the effective date of such liquidation and dissolution; and (ii) the Committee may make arrangements with the grantees for the payment of appropriate consideration to them for the cancellation and surrender of any Option that is so canceled or surrendered at any time up to ten (10) days prior to the effective date of such liquidation and dissolution. The Committee may establish a different period (and different conditions) for such exercise, delivery, cancellation, or surrender to avoid subjecting the grantee to liability under Section 16(b) of the Exchange Act. Any Option not so exercised, canceled, or surrendered shall terminate on the last day for exercise prior to such effective date. The Committee shall give each grantee written notice of the commencement of any proceedings for such liquidation and dissolution of the Corporation and the grantee's rights with respect to his outstanding Option.

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#### **10. Termination and Modification of the Plan**

The Board, without further approval of the stockholders, may modify or terminate the Plan or any portion thereof at any time, except that no modification shall become effective without prior approval of the stockholders of the Corporation if stockholder approval is necessary to comply with any tax or regulatory requirement or rule of any exchange or quotation system established by the National Association of Securities Dealers, Inc. ("Nasdaq System") upon which the Stock is listed or quoted; including for this purpose stockholder approval that is required for continued compliance with Rule 16b-3 or stockholder approval that is required to enable the Committee to grant incentive stock options pursuant to the Plan.

The Committee shall be authorized to make minor or administrative modifications to the Plan as well as modifications to the Plan that may be dictated by requirements of federal or state laws applicable to the Corporation or that may be authorized or made desirable by such laws. The Committee may amend or modify the grant of any outstanding Option in any manner to the extent that the Committee would have had the authority to make such Option as so modified or amended.

#### **11. Non-Guarantee of Employment**

Nothing in the Plan or in any Grant Agreement thereunder shall confer any right on an employee to continue in the employ of the Corporation or shall interfere in any way with the right of the Corporation to terminate an employee at any time.

#### **12. Termination of Employment**

For purposes of maintaining a grantee's continuous status as an employee and accrual of rights under any Option, transfer of an employee among the Corporation and the Corporation's Parent or Subsidiaries shall not be considered a termination of employment. Nor shall it be considered a termination of employment for such purposes if an employee is placed on military or sick leave or such other leave of absence which is considered as continuing intact the employment relationship; in such a case, the employment relationship shall be continued until the date when an employee's right to reemployment shall no longer be guaranteed either by law or contract.

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### **13. Written Agreement**

Each Grant Agreement entered into between the Corporation and a grantee with respect to an Option granted under the Plan shall incorporate the terms of the Plan and shall contain such provisions, consistent with the provisions of the Plan, as may be established by the Committee.

### **14. Non-Uniform Determinations**

The Committee's determinations under the Plan (including without limitation determinations of the persons to receive Options, the form, amount and timing of such Options, the terms and provisions of such Options and the agreements evidencing same) need not be uniform and may be made by it selectively among persons who receive, or are eligible to receive, grants of Options under the Plan, whether or not such persons are similarly situated.

### **15. Limitation on Benefits**

With respect to persons subject to Section 16 of the Exchange Act, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed null and void, to the extent permitted by law and deemed advisable by the Committee.

### **16. Listing and Registration**

If the Corporation determines that the listing, registration or qualification upon any securities exchange or upon any listing or Nasdaq System or under any law, of shares subject to any Option is necessary or desirable as a condition of, or in connection with, the granting of same or the issue or purchase of shares thereunder, no such Option may be exercised in whole or in part and no restrictions on such Option shall lapse, unless such listing, registration or qualification is effected free of any conditions not acceptable to the Corporation.

### **17. Compliance with Securities Law**

Shares of Stock shall not be issued with respect to an Option granted under the Plan unless the exercise of such Option and the issuance and delivery of share certificates for such Stock pursuant thereto shall comply with all relevant provisions of law, including, without limitation, the Securities Act, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any national securities exchange or Nasdaq System upon which the Stock may then be listed or quoted, and shall be further subject to the approval of counsel for the Corporation with respect to such compliance to the extent such approval is sought by the Committee.

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**18. No Limit on Other Compensation Arrangements**

Nothing contained in the Plan shall prevent the Corporation or its Parent or Subsidiary corporations from adopting or continuing in effect other compensation arrangements (whether such arrangements be generally applicable or applicable only in specific cases) as the Committee in its discretion determines desirable, including without limitation the granting of stock options otherwise than under the Plan.

**19. No Trust or Fund Created**

Neither the Plan nor any Option shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Corporation and a grantee or any other person. To the extent that any grantee or other person acquires a right to receive payments from the Corporation pursuant to an Option, such right shall be no greater than the right of any unsecured general creditor of the Corporation.

**20. Governing Law**

The validity, construction and effect of the Plan, of Grant Agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Board or Committee relating to the Plan or such Grant Agreements, and the rights of any and all persons having or claiming to have any interest therein or thereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the State of Maryland, without regard to its conflict of laws rules and principles.

**21. Plan Subject to Certificate of Incorporation and By-Laws**

The Plan is subject to the Certificate of Incorporation and By-Laws of the Corporation, as they may be amended from time to time.

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**22. Effective Date; Termination Date**

The Plan was effective as of the date on which the Plan was adopted by the board of directors of Rexahn, Corp, and approved by Rexahn, Corp's stockholders on August 5, 2003. No Option shall be granted under the Plan after the close of business on the day immediately preceding the tenth anniversary of the effective date of the Plan. Subject to other applicable provisions of the Plan, all Options granted under the Plan prior to such termination of the Plan shall remain in effect until such Options have been satisfied or terminated in accordance with the Plan and the terms of such Options.

Date Approved by the board of directors of Rexahn, Corp: August 5, 2003

Date Approved by Rexahn, Corp's shareholders: August 5, 2003

Date Assumed by Rexahn Pharmaceuticals, Inc.: May 13, 2005

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**REXAHN CORPORATION  
STOCK OPTION PLAN**

**STOCK OPTION GRANT AGREEMENT**

THIS AGREEMENT, made as of the \_\_th day of \_\_\_\_\_, 200\_\_ (the "Grant Date"), by and between (i) Rexahn Corporation, a Maryland corporation (the "Company"), and (ii) \_\_\_\_\_, an individual who is employed by the Company ("Optionee").

WHEREAS, the Board of Directors (the "Board") and stockholders of the Company have duly adopted and approved the Rexahn Corporation Stock Option Plan (the "Plan"); and

WHEREAS, in order to provide an incentive to Optionee to remain in the employ of the Company and for such other purposes as are set forth in the Plan, the Committee responsible for administration of the Plan has determined to grant an option to Optionee as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Grant of Option.

1.1. Subject to the terms and conditions hereafter set forth including, without limitation, Optionee's compliance with Optionee's representations, covenants and agreements in Sections 13 through 20 hereof inclusive and Optionee's execution contemporaneously with this Agreement of the Stockholder's Agreement of even date herewith (the "Stockholder's Agreement"), the Company hereby grants to Optionee the right and option (the "Option") to purchase all or any part of an aggregate of \_\_\_\_\_ whole shares of Common Stock of the Company (the "Shares").

1.2. This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan. In the event any provision of this Agreement shall conflict with any of the terms in the Plan as constituted on the Grant Date, the terms of the Plan as constituted on the Grant Date shall control.

2. Purchase Price.

The price at which Optionee shall be entitled to purchase the Shares upon the exercise of the Option shall be \$\_\_\_\_\_ per Share (the "Exercise Price").

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3. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten (10) years from the Grant Date (the "Exercise Term"); *provided, however*, that the Option may be terminated earlier, as provided in Sections 5.1, 5.3, 7.1 and 22 hereof.

4. Vesting of Option.

4.1. So long as Optionee shall be employed by the Company and Optionee shall not have violated the provisions of Sections 13 through 20 hereof inclusive, and further subject to the provisions of the Plan and this Agreement regarding the duration of the Option and the period during which the Option may be exercised, except as provided in Section 4.2 hereof, Optionee shall become vested in the Shares as follows:

(a) Thirty percent (30%) of the Shares shall vest on the first (1st) anniversary of the Grant Date;

(b) Thirty percent (30%) of the Shares shall vest on the second (2nd) anniversary of the Grant Date;  
and,

(c) Forty percent (40%) of the Shares shall vest on the third (3rd) anniversary of the Grant Date.

4.2. Notwithstanding Section 4.1 hereof, but subject to the provisions of the Plan and this Agreement regarding the duration of the Option and the Period during which the Option may be exercised, Optionee shall become one hundred percent (100%) vested in the Shares if any of the following shall occur prior to the termination or expiration of the Option: (i) a Qualified Public Offering, as defined in Section 4.3 hereof; (ii) an Offer to Buy the Company, which the Majority Shareholders desire to accept, as provided in Section 5.1 hereof; or (iii) the liquidation, dissolution, merger or consolidation of the Company, as provided in Section 5.2 hereof.

4.3. For purposes of Section 4.2 hereof, a "Qualified Public Offering" shall mean the first offer for sale of Common Stock of the Company, in any single transaction or series of related transactions, pursuant to an effective registration filed by the Company under the Securities Act of 1933, as amended, in which the Company receives aggregate gross proceeds (before deduction of underwriting discounts and expenses of sale) of Twenty Million Dollars (\$20,000,000).

4.4. For purposes of this Agreement, the Shares which are vested are referred to as "Vested Shares". The Option may be exercised with respect to the Vested Shares, as provided under the applicable provisions of this Agreement.

5. Effect in Change of Control.

In the event of any Change of Control (as defined in the Plan), each outstanding Option shall automatically accelerate so that each such Option shall, immediately prior to the effective date of the Change of Control, become fully exercisable for all of the Shares at the time subject to such Option and may be exercised for any or all of those Shares as fully-vested Options. However, an outstanding Option shall NOT so accelerate if and to the extent such Option is, in connection with the Change of Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable Option for shares of the capital stock of the successor corporation (or the parent thereof). The determination of Option comparability shall be made by the administrator of the Plan, and its determination shall be final, binding and conclusive.

6. Manner of Exercise and Payment.

6.1. The Option may be exercised only if compliance with all applicable Federal and state securities laws can be effected and only by (a) Optionee's completion, execution and delivery to the Company of a Notice of Exercise substantially in the form attached hereto as Exhibit A and an investment letter (if required by the Company) as supplied by the Company, and (b) the payment to the Company, by check, of an amount equal to the amount obtained by multiplying the Exercise Price by the number of Vested Shares being purchased pursuant to such exercise, as shall be specified by Optionee in such Notice of Exercise.

6.2. Upon receipt of Notice of Exercise and full payment of the Exercise Price for the Vested Shares in respect of which the Option is being exercised, the Company shall take such action as may be necessary to effect the transfer to Optionee of the number of Vested Shares as to which such exercise was effective.

6.3. Optionee shall not be deemed to be the owner of any of the Shares unless and until: (i) the Option shall have been exercised pursuant to the terms of this Agreement and Optionee shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised; (ii) Optionee shall have satisfied all of Optionee's obligations regarding the withholding of taxes, as provided in Section 12 hereof; (iii) the Company shall have issued and delivered the Vested Shares to Optionee; and (iv) Optionee's name shall have been entered as a shareholder of record on the books of the Company, whereupon Optionee shall have full dividend and other ownership rights with respect to such Shares, subject to the terms and conditions of the Stockholder's Agreement.

7. Termination of Employment.

7.1. Termination By Reason of Death or Disability. If the Optionee's employment is terminated by reason of his death or Disability, the Options that have not yet vested as of the termination date will accelerate and be deemed to be vested as of the termination date, and the Optionee (or, if applicable, his representative or his estate) will be permitted to exercise any or all of the then unexercised Options during the six-month period immediately following the termination date.

"Disability" shall mean a physical or mental impairment that prevents the Optionee from performing the essential duties of his position, with or without reasonable accommodation, for (i) a period of ninety (90) consecutive calendar days, or (ii) an aggregate of ninety (90) work days in any six (6) month period. The determination of whether the Optionee incurred a Disability shall be made by the Board, in its sole discretion, after consultation with the Optionee's physician.

7.2. Termination by the Board with Cause. If the Optionee's employment is terminated by the Board with Cause, all of the vested and unvested Options held by the Optionee as of the termination date will be cancelled, and the Optionee will not be permitted to exercise any of his Options following the termination date.

"Cause" shall mean (i) the commission by the Employee of an act of malfeasance, dishonesty, fraud, or breach of trust against the Company or any of its employees, clients, or suppliers, (ii) the material breach by the Employee of any of his obligations under this Agreement, or any other agreement between the Employee and the Company, (iii) the Employee's failure to comply in all material respects with the Company's written policies; (iv) the Employee's failure, neglect, or refusal to perform his duties under this Agreement, or to follow the lawful written directions of the Board, (v) the Employee's indictment, conviction of, or plea of guilty or no contest to, any felony or any crime involving moral turpitude, (vi) any act or omission by the Employee involving dishonesty or fraud or that is, or is reasonably likely to be, injurious to the financial condition or business reputation of the Company, or that otherwise is injurious to the Company's employees, clients, or suppliers, or (vii) the inability of the Employee, as a result of repeated alcohol or drug use, to perform the duties and/or responsibilities of his position.

7.3. Termination by the Board without Cause. If the Optionee's employment is terminated by the Board without Cause (and not as a result of a Disability), the Options that have not yet vested as of the termination date will terminate, and the Optionee will be permitted to exercise any or all of his vested and unexercised Options during the ninety-day period immediately following the termination date.

7.4. Termination by the Board Following a Change of Control. If the Optionee's employment is terminated by the Board without Cause (and not as a result of death or a Disability), and such termination date falls within the one-year period immediately following a "Change of Control" (as defined in the Plan), the Options that have not yet vested as of the termination date will accelerate and be deemed to be vested as of the termination date, and the Optionee will be permitted to exercise any or all of the then unexercised Options during the ninety-day period immediately following the termination date.

7.5. Termination by the Optionee. If the Optionee terminates his employment, the Options that have not yet vested as of the termination date will terminate, and the Optionee will be permitted to exercise any or all of his vested and unexercised Options during the thirty-day period immediately following the termination date.

8. No Pre-Emptive Rights or Registration Rights.

Optionee shall not be entitled to any pre-emptive rights with respect to the Company's issuance of any Common Stock or other securities, nor shall Optionee be entitled to registration rights with respect to any Shares in the event that the Company files a registration statement under the Securities Act of 1933 with respect to the Common Stock or any other securities.

9. Nontransferability.

The Option granted hereunder shall not be transferable by Optionee other than by will or the laws of descent and distribution and the Option may be exercised during the lifetime of Optionee only by Optionee or his or her guardian or legal representative. The terms of the Option shall be final, binding and conclusive upon the beneficiaries, executors, administrators, heirs and successors of Optionee.

10. No Right to Continued Employment.

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon Optionee any right with respect to continuance of employment by the Company, nor shall this Agreement or the Plan interfere in any way with the right of the Company to terminate Optionee's employment at any time. By Optionee's execution of this Agreement, Optionee acknowledges that Optionee's employment with the Company is "at will". No change of Optionee's duties as an employee of the Company shall result in, or be deemed to be, a modification of any terms of this Agreement.

11. Adjustments.

In the event of a reclassification, recapitalization, stock split, stock dividend, combination of shares, or other similar event with respect to the Common Stock, the Committee may make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and the purchase price for such Shares or other stock or securities. The Committee's adjustment shall be made in accordance with the provisions of Section 9 of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

12. Withholding of Taxes.

At such times as Optionee exercises the Option, Optionee shall pay to the Company in cash an amount equal to the Federal, state and local income taxes and other amounts as may be required by law to be withheld by the Company in connection with exercise of the Option (the "Withholding Taxes") prior to the issuance of the Shares in respect of which the Option was exercised. The Company shall have the right to deduct from any payment of cash to which Optionee is entitled from the Company an amount equal to the Withholding Taxes in satisfaction of the obligation to pay Withholding Taxes. In satisfaction of the Withholding Taxes, Optionee may make a written election, which may be accepted or rejected in the sole discretion of the Committee, to have withheld a portion of the Shares issuable to him upon exercise of the Option, having an aggregate Fair Market Value, on the date preceding the date of such issuance, equal to the Withholding Taxes.

13. Treatment of Information.

13.1. Optionee acknowledges that, in and as a result of Optionee's employment by the Company, Optionee shall or may be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as the Company's trade secrets, systems, programs, procedures, manuals, confidential reports and communications and lists of customers and clients. Optionee further acknowledges that any information and materials received by the Company from third parties in confidence (or subject to nondisclosure or similar covenants) shall be deemed to be and shall be confidential information within the meaning of this Section 13. As a material inducement to the Company to grant to Optionee the Option, Optionee covenants and agrees that Optionee shall not, except with the prior written consent of the Company, or except if Optionee is acting as an employee of the Company solely for the benefit of the Company in connection with the Company's business and in accordance with the Company's business practices and employee policies, at any time during or following the term of Optionee's employment by the Company, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any of such information which has been obtained by or disclosed to Optionee as a result of Optionee's employment with the Company, including any of the information referred to in Section 14 hereof.

13.2. Disclosure of any of the information referred to in Section 13.1 hereof shall not be prohibited if such disclosure is directly related to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (i) Optionee shall first have given prompt notice to the Company of any possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) the Company shall have been afforded a reasonable opportunity to prevent or limit any such disclosure.

14. Definition of Protected Information.

14.1. For purposes of this Agreement, the term "Protected Information" shall mean all of the information referred to in Section 13 hereof and all of the following materials and information (whether or not reduced to writing and whether or not patentable or protectible by copyright) which Optionee receives, receives access to, conceives or develops or has received, received access to, conceived or developed, in whole or in part, directly or indirectly, in connection with Optionee's employment with the Company or in the course of Optionee's employment with the Company (in any capacity, whether executive, managerial, planning, technical, sales, research, development, manufacturing, engineering or otherwise) or through the use of any of the Company's facilities or resources:

(a) Application, operating system, data base, communication and other computer software, whether now or hereafter existing, developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived therefrom;

(b) Source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals;

(c) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials or information relating to the Company's business and activities and the manner in which the Company does business;

(d) Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications;

(e) Any other materials or information related to the business or activities of the Company which are not generally known to others engaged in similar businesses or activities; and

(f) All ideas which are derived from or relate to Optionee's access to or knowledge of any of the above enumerated materials and information.

14.2. Failure to mark any of the Protected Information as confidential, proprietary or Protected Information shall not affect its status as part of the Protected Information under the terms of this Agreement.

14.3. For purposes of this Agreement, the term "Protected Information" shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which the Company is a party or a beneficiary or (iii) any duty owed to the Company by Optionee or any third party; provided, however, that Optionee hereby acknowledges and agrees that, except as otherwise provided in Section 13.2 hereof, if Optionee shall seek to disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any Protected Information, Optionee shall bear the burden of proving that any such information shall have become publicly available without any such breach.

15. Ownership of Information.

15.1. Optionee covenants and agrees that all right, title and interest in any Protected Information shall be and shall remain the exclusive property of the Company; provided, however, that the foregoing shall not apply to any invention for which no equipment, supplies, facility or Protected Information of the Company was used, which was developed entirely on Optionee's own time, and which does not (i) relate to the business of the Company, (ii) relate to the Company's actual or demonstrably anticipated research or development or (iii) result from any work performed by Optionee for the Company. Optionee agrees immediately to disclose to the Company all Protected Information developed in whole or in part by Optionee during the term of Optionee's employment with the Company and to assign to the Company any right, title or interest Optionee may have in such Protected Information. Optionee agrees to execute any instruments and to do all other things reasonably requested by the Company (both during and after Optionee's employment with the Company) in order to vest more fully in the Company all ownership rights in those items hereby transferred by Optionee to the Company.

15.2. If any one or more of the items described in Section 15.1 above are protectible by copyright and are deemed in any way to fall within the definition of "work made for hire," as such term is defined in 17 U.S.C. §101, such work shall be considered a "work made for hire," the copyright of which shall be owned solely, completely and exclusively by the Company. If any one or more of the aforementioned items are protectible by copyright and are not considered to be included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C. §101, such items shall be deemed to be assigned and transferred completely and exclusively to the Company by virtue of the execution of this Agreement.

16. Materials.

All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to any of the information referred to in Sections 13 and 14 hereof (including, without limitation, any Protected Information) or to the Company's business shall belong exclusively to the Company and Optionee agrees to turn over to the Company all copies of such materials in Optionee's possession or under Optionee's control at the request of the Company or, in the absence of such a request, upon the termination of employment of Optionee.

17. Covenants Not to Compete or Hire Employees.

It is recognized and understood by the parties hereto that Optionee, through Optionee's association with the Company as an employee, shall acquire a considerable amount of knowledge and goodwill with respect to the business of the Company, which knowledge and goodwill are extremely valuable to the Company and which would be extremely detrimental to the Company if used by Optionee to compete with the Company. It is, therefore, understood and agreed by the parties hereto that, because of the nature of the business of the Company, it is necessary to afford fair protection to the Company from such competition by Optionee. Consequently, as a material inducement to the Company to grant Optionee the Option, Optionee covenants and agrees that for the period commencing with the date hereof and ending one (1) year after Optionee's termination of employment from the Company for any reason whatsoever, Optionee shall not (a) engage, directly, indirectly or in concert with any other person or entity, in any activity, any service or promote any product which in any way competes with any service or product provided, sold, licensed or promoted by the Company or (b) directly or indirectly, solicit or divert or attempt to solicit or divert from the Company any customer, client, account or business of the Company. Optionee further covenants and agrees that for the period commencing with the date hereof and ending one (1) year after Optionee's termination of employment from the Company for any reason whatsoever, Optionee shall not, directly or indirectly, hire or engage or attempt to hire or engage any employee of the Company, whether for or on behalf of Optionee or for any entity in which Optionee shall have a direct or indirect interest (or any subsidiary or affiliate of any such entity), whether as a proprietor, partner, co-venturer, financier, investor or stockholder, director, officer, employer, employee, servant, agent, representative or otherwise.

18. No Prior Agreements.

Optionee represents that Optionee's performance of all the terms of this Agreement and any services to be rendered as an employee of the Company do not and shall not breach any fiduciary or other duty or any covenant, agreement or understanding (including, without limitation, any agreement relating to any proprietary information, knowledge or data acquired by Optionee in confidence, trust or otherwise prior to Optionee's employment by the Company) to which Optionee is a party or by the terms of which Optionee may be bound. Optionee covenants and agrees that Optionee shall not disclose to the Company, or induce the Company to use, any such proprietary information, knowledge or data belonging to any previous employer or others. Optionee further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement.

19. Injunctive Relief.

Optionee understands and agrees that the Company will suffer irreparable harm in the event that Optionee breaches any of Optionee's obligations under Sections 13, 15, 16, 17 or 18 hereof and that monetary damages will be inadequate to compensate the Company for such breach. Accordingly, Optionee agrees that, in the event of a breach or threatened breach by Optionee of any of the provisions of Sections 13, 15, 16, 17 or 18 hereof, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Optionee, or by any or all of Optionee's partners, co-venturers, employers, employees, servants, agents, representatives and any and all persons directly or indirectly acting for, on behalf of or with Optionee.

20. Accounting for Profits; Indemnification.

Optionee covenants and agrees that, if Optionee shall violate any of Optionee's covenants or agreements contained in Sections 13, 15, 16 or 17 hereof, the Company shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits which Optionee directly or indirectly shall have realized or may realize relating to, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity or otherwise under this Agreement. Optionee hereby agrees to defend, indemnify and hold harmless the Company against and in respect of: (i) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by Optionee of any warranty, covenant or agreement made or contained in this Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

21. Reasonableness of Restrictions.

**OPTIONEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF SECTIONS 13 THROUGH 20 HEREOF INCLUSIVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF THE CORPORATION, AND ITS OFFICERS, DIRECTORS, STOCKHOLDERS AND EMPLOYEES. OPTIONEE FURTHER AGREES THAT ALL SUCH PROVISIONS ARE IN FURTHERANCE AND NOT IN LIMITATION OF ANY OTHER COVENANTS AND RESTRICTIONS APPLICABLE TO OPTIONEE.**

22. Forfeiture of Right to Exercise Option.

Any breach by Optionee of any of Optionee's representations, covenants or agreements in Sections 13 through 20 hereof inclusive shall result in the forfeiture, as of the date of such breach, of all rights to exercise the Option.



23. Optionee Bound by the Plan.

Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

24. Modification of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto.

25. Severability.

Whenever possible, each provision in this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held by a court of competent jurisdiction to be prohibited by or invalid or unenforceable under applicable law, then (a) such provision shall be deemed amended to accomplish the objectives of the provision as originally written to the fullest extent permitted by law and (b) all other provisions of this Agreement shall remain in full force and effect.

26. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Maryland without giving effect to the conflicts of laws principles thereof.

27. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of Optionee's legal representatives. All obligations imposed upon Optionee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon Optionee's heirs, executors, administrators and successors. As used in Sections 13 through 20 hereof inclusive and this Section 27, the term "Company" shall also include any corporation which is a parent or a subsidiary of the Company or any corporation or entity which is an affiliate of the Company by virtue of common (although not identical) ownership. Optionee hereby consents to the enforcement of any and all of the provisions of this Agreement by or for the benefit of the Company and any such other corporation or entity.

28. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on Optionee and Company for all purposes.

29. Specific Performance.

Strict compliance by Optionee shall be required with each and every provision of this Agreement and particularly with the procedures set forth in Section 5 hereof. The parties hereto agree that the Shares are unique, that Optionee's failure to perform the obligations provided by this Agreement will result in irreparable damage to the Company and that specific performance of Optionee's obligations may be obtained by suit in equity.

30. Interpretation.

30.1. This Agreement, the Plan and the Stockholder's Agreement set forth all of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the Option and the Shares, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to the Option or the Shares other than as set forth herein and in the Plan, as amended. Any and all prior agreements between the parties hereto with respect to the Shares or the Option are hereby revoked. This Agreement, the Plan and the Stockholder's Agreement, are intended by the parties to be an integration of any and all prior agreements or understandings, oral or written, with respect to the Option and the Shares.

30.2. The captions herein are for reference purposes only and in no way define or limit the scope or content of this Agreement or in any way affect the interpretation of its provisions.

31. Notices.

Any and all notices provided for herein shall be sufficient if in writing and shall either be hand delivered, with receipt therefor, or sent by Federal Express or other nationally recognized courier, or by certified or registered mail, postage prepaid, return receipt requested, in the case of the Company, to its principal office, and, in the case of Optionee, to Optionee's address as shown on the Company's records. A notice that is sent by Federal Express or other nationally recognized courier or that is sent by certified or registered mail will be deemed given on the earlier of the date the notice is received by the addressee or three (3) business days after the date the notice is sent. Either party may change the address to which notices or other communications are to be delivered to them hereunder by giving written notice to the other party as provided in this paragraph.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, or caused this Agreement to be duly executed and delivered in their name and on their behalf, as of the day and year first above written.

**COMPANY:**

REXAHN CORPORATION, a Maryland corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OPTIONEE:**

\_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT A**

**NOTICE AND REQUEST OF EXERCISE  
OF  
OPTION TO PURCHASE  
SHARES OF STOCK  
OF  
REXAHN CORPORATION**

The undersigned Optionee of the Stock Option Plan (the "Plan") of Rexahn Corporation, a Maryland corporation (the "Company"), does by this notice request that the Company issue to the undersigned that number of Shares specified below at the price per Share specified below pursuant to the exercise of Optionee's Option under the Plan and the Stock Option Grant Agreement (the "Agreement") between the undersigned and the Company.

Simultaneously herewith, the undersigned delivers to the Company the purchase price for the Shares (i.e., that amount which is obtained by multiplying the number of the Shares in D below by the price specified), in cash or by good check, in accordance with Section 6 of the Agreement or as otherwise provided under the Plan.

The undersigned hereby represents and warrants that the undersigned has read and understands the Plan and the Agreement and the terms and conditions set forth therein under which the Shares are acquired, shall be held and may be disposed, and hereby ratifies and confirms such terms and conditions.

The undersigned hereby represents and warrants that the undersigned understands that the undersigned's rights with respect to the Shares being acquired pursuant to the exercise of the Option are restricted by the terms and conditions of a Stockholder's Agreement, and hereby ratifies and confirms such terms and conditions.

The undersigned hereby represents and warrants that the undersigned is acquiring the Shares for the undersigned's own account (and not on behalf of any other persons) and without any present view to making a public offering or distribution of same and without any present intention of selling same at any particular time or at any particular price or upon the occurrence of any particular event or circumstances (except as set forth in the Plan and the Agreement). The undersigned understands that restrictions on transfer of the Shares by virtue of securities laws may require that the undersigned hold the Shares for an indefinite period of time.

The undersigned acknowledges and understands that in connection with the acquisition of the Shares by the undersigned: (1) The Company has informed the undersigned that the Shares are not registered under the Securities Act of 1933, as amended (the "Act"), or the applicable state securities or Blue Sky law or laws and that the Shares may not be transferred or otherwise disposed of unless the Shares are subsequently registered under the Act and the applicable state securities or Blue Sky law or laws or an exemption from such registration requirements is available; (2) that the Shares have not been approved or disapproved by the Securities and Exchange Commission or any State securities commission or other regulatory authority, nor have any of such authorities passed upon or endorsed the merits of such Shares; (3) that the undersigned has had a reasonable opportunity to ask questions of the Company regarding restrictions on the transferability of the Shares and other matters relevant to the undersigned's purchase of the Shares; (4) the undersigned has been informed that a legend referring to the restrictions indicated herein on transferability and sale will be placed upon the certificate(s) evidencing the Shares, in addition to the legend referred to in the Agreement; (5) if the undersigned is required to file a Form 144 with the Securities and Exchange Commission in connection with sales of the Shares pursuant to Rule 144 under the Act, the undersigned will mail a copy of such Form to the Company at the same time and each time the undersigned mails a copy to the Securities and Exchange Commission; and (6) that the Company has made no representations or warranties to the undersigned of any kind whatsoever regarding the tax treatment of the Option and/or the Shares.

Dated: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Optionholder

RESIDENCE:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip Code

A. Date of Stock Option Grant Agreement: \_\_\_\_\_.

B. Number of Shares covered by Agreement: \_\_\_\_\_.

- C. Number of Shares which may be purchased at this time: \_\_\_\_\_.
- D. Number of Shares to be actually purchased at this time (must be 100 Shares or whole multiples thereof and cannot be greater than C): \_\_\_\_\_.
- E. Exercise price per Share: \$\_\_\_\_\_.
- F. Aggregate price to be paid for Shares actually purchased (D multiplied by E): \$\_\_\_\_\_.

**REXAHN CORPORATION  
STOCK OPTION PLAN**

**STOCK OPTION GRANT AGREEMENT**

THIS AGREEMENT, made as of the \_\_\_\_th day of \_\_\_\_\_, 200\_\_ (the "Grant Date"), b y and between (i) Rexahn Corporation, a Maryland corporation (the "Company"), and (ii) \_\_\_\_\_, an individual who serves as a [director of/consultant to] the Company ("Optionee").

WHEREAS, the Board of Directors and stockholders of the Company have duly adopted and approved the Rexahn Corporation Stock Option Plan (the "Plan"); and

WHEREAS, in order to provide an incentive to Optionee to serve as a [director of/consultant to] the Company and for such other purposes as are set forth in the Plan, the Committee responsible for administration of the Plan has determined to grant an option to Optionee as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Grant of Option.

1.1. Subject to the terms and conditions hereafter set forth including, without limitation, Optionee's compliance with Optionee's representations, covenants and agreements in Sections 13 through 20 hereof inclusive and Optionee's execution contemporaneously with this Agreement of the Stockholder's Agreement of even date herewith (the "Stockholder's Agreement"), the Company hereby grants to Optionee the right and option (the "Option") to purchase all or any part of an aggregate of \_\_\_\_\_ whole shares of Common Stock of the Company (the "Shares").

1.2. This Agreement shall be construed in accordance and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference) and, except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan. In the event any provision of this Agreement shall conflict with any of the terms in the Plan as constituted on the Grant Date, the terms of the Plan as constituted on the Grant Date shall control.

2. Purchase Price.

The price at which Optionee shall be entitled to purchase the Shares upon the exercise of the Option shall be \$ \_\_\_\_\_ per Share (the "Exercise Price").

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3. Duration of Option.

The Option shall be exercisable to the extent and in the manner provided herein for a period of ten (10) years from the Grant Date (the "Exercise Term"); *provided, however*, that the Option may be terminated earlier, as provided in Sections 5.1, 5.3, 7.1 and 22 hereof.

4. Vesting of Option.

4.1. So long as Optionee shall not have violated the provisions of Sections 13 through 20 hereof inclusive, and further subject to the provisions of the Plan and this Agreement regarding the duration of the Option and the period during which the Option may be exercised, except as provided in Section 4.2 hereof, Optionee shall become vested in the Shares as follows:

- (a) One hundred percent (100%) of the Shares shall vest on the first (1st) anniversary of the Grant Date.

Notwithstanding Section 4.1 hereof, but subject to the provisions of the Plan and this Agreement regarding the duration of the Option and the Period during which the Option may be exercised, Optionee shall become one hundred percent (100%) vested in the Shares if any of the following shall occur prior to the termination or expiration of the Option: (i) a Qualified Public Offering, as defined in Section 4.3 hereof; (ii) an Offer to Buy the Company, which the Majority Shareholders desire to accept, as provided in Section 5.1 hereof; or (iii) the liquidation, dissolution, merger or consolidation of the Company, as provided in Section 5.2 hereof.

4.2. For purposes of Section 4.2 hereof, a "Qualified Public Offering" shall mean the first offer for sale of Common Stock of the Company, in any single transaction or series of related transactions, pursuant to an effective registration filed by the Company under the Securities Act of 1933, as amended, in which the Company receives aggregate gross proceeds (before deduction of underwriting discounts and expenses of sale) of Twenty Million Dollars (\$20,000,000).

4.3. For purposes of this Agreement, the Shares which are vested are referred to as "Vested Shares". The Option may be exercised with respect to the Vested Shares, as provided under the applicable provisions of this Agreement.

5. Effect in Change of Control.

In the event of any Change of Control (as defined in the Plan), each outstanding Option shall automatically accelerate so that each such Option shall, immediately prior to the effective date of the Change of Control, become fully exercisable for all of the Shares at the time subject to such Option and may be exercised for any or all of those Shares as fully-vested Options. However, an outstanding Option shall NOT so accelerate if and to the extent such Option is, in connection with the Change of Control, either to be assumed by the successor corporation (or parent thereof) or to be replaced with a comparable Option for shares of the capital stock of the successor corporation (or the parent thereof). The determination of Option comparability shall be made by the administrator of the Plan, and its determination shall be final, binding and conclusive.



6. Manner of Exercise and Payment.

6.1. The Option may be exercised only if compliance with all applicable Federal and state securities laws can be effected and only by (a) Optionee's completion, execution and delivery to the Company of a Notice of Exercise substantially in the form attached hereto as Exhibit A and an investment letter (if required by the Company) as supplied by the Company, and (b) the payment to the Company, by check, of an amount equal to the amount obtained by multiplying the Exercise Price by the number of Vested Shares being purchased pursuant to such exercise, as shall be specified by Optionee in such Notice of Exercise.

6.2. Upon receipt of Notice of Exercise and full payment of the Exercise Price for the Vested Shares in respect of which the Option is being exercised, the Company shall take such action as may be necessary to effect the transfer to Optionee of the number of Vested Shares as to which such exercise was effective.

6.3. Optionee shall not be deemed to be the owner of any of the Shares unless and until: (i) the Option shall have been exercised pursuant to the terms of this Agreement and Optionee shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised; (ii) Optionee shall have satisfied all of Optionee's obligations regarding the withholding of taxes, as provided in Section 12 hereof; (iii) the Company shall have issued and delivered the Vested Shares to Optionee; and (iv) Optionee's name shall have been entered as a shareholder of record on the books of the Company, whereupon Optionee shall have full dividend and other ownership rights with respect to such Shares, subject to the terms and conditions of the Stockholder's Agreement.

7. Termination of Engagement.

7.1. If the Optionee's service as [director of/consultant to] the Company shall terminate or cease for any reason whatsoever, any unexercised portion of the Option (whether or not vested and exercisable) shall terminate and expire on the Termination Date, after which the Optionee shall have no right to exercise the Option. For purposes of the foregoing, (i) if Optionee's employment shall be terminated for Cause (as defined in Section 7.2 hereof), the "Termination Date" shall mean the effective date of Optionee's termination of employment, or (ii) if Optionee's employment shall terminate for any reason other than Cause, the "Termination Date" shall mean the date that is thirty (30) days after the effective date of Optionee's termination of employment.

7.2. "Cause" shall mean (i) Optionee's conviction of any felony or business related misdemeanor; (ii) fraud, theft or embezzlement; (iii) a material act of personal dishonesty affecting the Company; (iv) an act of gross neglect or gross misconduct; (v) the commission of any other act with the intent to harm or injure the Company; or (vi) a material breach of this Agreement.

8. No Pre-Emptive Rights or Registration Rights.

Optionee shall not be entitled to any pre-emptive rights with respect to the Company's issuance of any Common Stock or other securities, nor shall Optionee be entitled to registration rights with respect to any Shares in the event that the Company files a registration statement under the Securities Act of 1933 with respect to the Common Stock or any other securities.

9. Nontransferability.

The Option granted hereunder shall not be transferable by Optionee other than by will or the laws of descent and distribution and the Option may be exercised during the lifetime of Optionee only by Optionee or his or her guardian or legal representative. The terms of the Option shall be final, binding and conclusive upon the beneficiaries, executors, administrators, heirs and successors of Optionee.

10. No Right to Continued Service.

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon Optionee any right with respect to continuance of the Optionee's service to by the Company, nor shall this Agreement or the Plan interfere in any way with the right of the Company to terminate Optionee's service at any time. By Optionee's execution of this Agreement, Optionee acknowledges that Optionee's service with the Company is "at will". No change of Optionee's duties as a non-employee director or consultant of the Company shall result in, or be deemed to be, a modification of any terms of this Agreement.

11. Adjustments.

In the event of a reclassification, recapitalization, stock split, stock dividend, combination of shares, or other similar event with respect to the Common Stock, the Committee may make appropriate adjustments to the number and class of Shares or other stock or securities subject to the Option and the purchase price for such Shares or other stock or securities. The Committee's adjustment shall be made in accordance with the provisions of Section 9 of the Plan and shall be effective and final, binding and conclusive for all purposes of the Plan and this Agreement.

12. Withholding of Taxes.

At such times as Optionee exercises the Option, Optionee shall pay to the Company in cash an amount equal to the Federal, state and local income taxes and other amounts as may be required by law to be withheld by the Company in connection with exercise of the Option (the "Withholding Taxes") prior to the issuance of the Shares in respect of which the Option was exercised. The Company shall have the right to deduct from any payment of cash to which Optionee is entitled from the Company an amount equal to the Withholding Taxes in satisfaction of the obligation to pay Withholding Taxes. In satisfaction of the Withholding Taxes, Optionee may make a written election, which may be accepted or rejected in the sole discretion of the Committee, to have withheld a portion of the Shares issuable to him upon exercise of the Option, having an aggregate Fair Market Value, on the date preceding the date of such issuance, equal to the Withholding Taxes.

### 13. Treatment of Information.

13.1. Optionee acknowledges that, in and as a result of Optionee's engagement by the Company, Optionee shall or may be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as the Company's trade secrets, systems, programs, procedures, manuals, confidential reports and communications and lists of customers and clients. Optionee further acknowledges that any information and materials received by the Company from third parties in confidence (or subject to nondisclosure or similar covenants) shall be deemed to be and shall be confidential information within the meaning of this Section 13. As a material inducement to the Company to grant to Optionee the Option, Optionee covenants and agrees that Optionee shall not, except with the prior written consent of the Company, or except if Optionee is acting as an non-employee director or consultant of the Company solely for the benefit of the Company in connection with the Company's business and in accordance with the Company's business practices and employee policies, at any time during or following the term of Optionee's engagement by the Company, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any of such information which has been obtained by or disclosed to Optionee as a result of Optionee's engagement with the Company, including any of the information referred to in Section 14 hereof.

13.2. Disclosure of any of the information referred to in Section 13.1 hereof shall not be prohibited if such disclosure is directly related to a valid and existing order of a court or other governmental body or agency within the United States; provided, however, that (i) Optionee shall first have given prompt notice to the Company of any possible or prospective order (or proceeding pursuant to which any such order may result) and (ii) the Company shall have been afforded a reasonable opportunity to prevent or limit any such disclosure.

### 14. Definition of Protected Information.

14.1. For purposes of this Agreement, the term "Protected Information" shall mean all of the information referred to in Section 13 hereof and all of the following materials and information (whether or not reduced to writing and whether or not patentable or protectible by copyright) which Optionee receives, receives access to, conceives or develops or has received, received access to, conceived or developed, in whole or in part, directly or indirectly, in connection with Optionee's engagement with the Company or in the course of Optionee's engagement with the Company (in any capacity, whether executive, managerial, planning, technical, sales, research, development, manufacturing, engineering or otherwise) or through the use of any of the Company's facilities or resources:

(a) Application, operating system, data base, communication and other computer software, whether now or hereafter existing, developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, and all future products developed or derived therefrom;

(b) Source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals;

(c) Production processes, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedures, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data and other materials or information relating to the Company's business and activities and the manner in which the Company does business;

(d) Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, "know-how", designs, drawings and specifications;

(e) Any other materials or information related to the business or activities of the Company which are not generally known to others engaged in similar businesses or activities; and

(f) All ideas which are derived from or relate to Optionee's access to or knowledge of any of the above enumerated materials and information.

14.2. Failure to mark any of the Protected Information as confidential, proprietary or Protected Information shall not affect its status as part of the Protected Information under the terms of this Agreement.

14.3. For purposes of this Agreement, the term "Protected Information" shall not include information which is or becomes publicly available without breach of (i) this Agreement, (ii) any other agreement or instrument to which the Company is a party or a beneficiary or (iii) any duty owed to the Company by Optionee or any third party; provided, however, that Optionee hereby acknowledges and agrees that, except as otherwise provided in Section 13.2 hereof, if Optionee shall seek to disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any Protected Information, Optionee shall bear the burden of proving that any such information shall have become publicly available without any such breach.

#### 15. Ownership of Information.

15.1. Optionee covenants and agrees that all right, title and interest in any Protected Information shall be and shall remain the exclusive property of the Company; provided, however, that the foregoing shall not apply to any invention for which no equipment, supplies, facility or Protected Information of the Company was used, which was developed entirely on Optionee's own time, and which does not (i) relate to the business of the Company, (ii) relate to the Company's actual or demonstrably anticipated research or development or (iii) result from any work performed by Optionee for the Company. Optionee agrees immediately to disclose to the Company all Protected Information developed in whole or in part by Optionee during the term of Optionee's engagement with the Company and to assign to the Company any right, title or interest Optionee may have in such Protected Information. Optionee agrees to execute any instruments and to do all other things reasonably requested by the Company (both during and after Optionee's engagement with the Company) in order to vest more fully in the Company all ownership rights in those items hereby transferred by Optionee to the Company.

15.2. If any one or more of the items described in Section 15.1 above are protectible by copyright and are deemed in any way to fall within the definition of "work made for hire," as such term is defined in 17 U.S.C. §101, such work shall be considered a "work made for hire," the copyright of which shall be owned solely, completely and exclusively by the Company. If any one or more of the aforementioned items are protectible by copyright and are not considered to be included in the categories of works covered by the "work made for hire" definition contained in 17 U.S.C. §101, such items shall be deemed to be assigned and transferred completely and exclusively to the Company by virtue of the execution of this Agreement.

16. Materials.

All notes, data, tapes, reference items, sketches, drawings, memoranda, records and other materials in any way relating to any of the information referred to in Sections 13 and 14 hereof (including, without limitation, any Protected Information) or to the Company's business shall belong exclusively to the Company and Optionee agrees to turn over to the Company all copies of such materials in Optionee's possession or under Optionee's control at the request of the Company or, in the absence of such a request, upon the termination of engagement of Optionee.

17. Covenants Not to Compete or Hire Employees.

It is recognized and understood by the parties hereto that Optionee, through Optionee's association with the Company as an non-employee director or consultant, shall acquire a considerable amount of knowledge and goodwill with respect to the business of the Company, which knowledge and goodwill are extremely valuable to the Company and which would be extremely detrimental to the Company if used by Optionee to compete with the Company. It is, therefore, understood and agreed by the parties hereto that, because of the nature of the business of the Company, it is necessary to afford fair protection to the Company from such competition by Optionee. Consequently, as a material inducement to the Company to grant Optionee the Option, Optionee covenants and agrees that for the period commencing with the date hereof and ending one (1) year after Optionee's termination of engagement from the Company for any reason whatsoever, Optionee shall not (a) engage, directly, indirectly or in concert with any other person or entity, in any activity, any service or promote any product which in any way competes with any service or product provided, sold, licensed or promoted by the Company or (b) directly or indirectly, solicit or divert or attempt to solicit or divert from the Company any customer, client, account or business of the Company. Optionee further covenants and agrees that for the period commencing with the date hereof and ending one (1) year after Optionee's termination of engagement from the Company for any reason whatsoever, Optionee shall not, directly or indirectly, hire or engage or attempt to hire or engage any employee of the Company, whether for or on behalf of Optionee or for any entity in which Optionee shall have a direct or indirect interest (or any subsidiary or affiliate of any such entity), whether as a proprietor, partner, co-venturer, financier, investor or stockholder, director, officer, employer, employee, servant, agent, representative or otherwise.

18. No Prior Agreements.

Optionee represents that Optionee's performance of all the terms of this Agreement and any services to be rendered as an non-employee director or consultant of the Company do not and shall not breach any fiduciary or other duty or any covenant, agreement or understanding (including, without limitation, any agreement relating to any proprietary information, knowledge or data acquired by Optionee in confidence, trust or otherwise prior to Optionee's engagement by the Company) to which Optionee is a party or by the terms of which Optionee may be bound. Optionee covenants and agrees that Optionee shall not disclose to the Company, or induce the Company to use, any such proprietary information, knowledge or data belonging to any previous employer or others. Optionee further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Agreement.

19. Injunctive Relief.

Optionee understands and agrees that the Company will suffer irreparable harm in the event that Optionee breaches any of Optionee's obligations under Sections 13, 15, 16, 17 or 18 hereof and that monetary damages will be inadequate to compensate the Company for such breach. Accordingly, Optionee agrees that, in the event of a breach or threatened breach by Optionee of any of the provisions of Sections 13, 15, 16, 17 or 18 hereof, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by Optionee, or by any or all of Optionee's partners, co-venturers, employers, employees, servants, agents, representatives and any and all persons directly or indirectly acting for, on behalf of or with Optionee.

20. Accounting for Profits; Indemnification.

Optionee covenants and agrees that, if Optionee shall violate any of Optionee's covenants or agreements contained in Sections 13, 15, 16 or 17 hereof, the Company shall be entitled to an accounting and repayment of all profits, compensation, royalties, commissions, remunerations or benefits which Optionee directly or indirectly shall have realized or may realize relating to, growing out of or in connection with any such violation; such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company is or may be entitled at law or in equity or otherwise under this Agreement. Optionee hereby agrees to defend, indemnify and hold harmless the Company against and in respect of: (i) any and all losses and damages resulting from, relating or incident to, or arising out of any misrepresentation or breach by Optionee of any warranty, covenant or agreement made or contained in this Agreement; and (ii) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

21. Reasonableness of Restrictions.

**OPTIONEE HAS CAREFULLY READ AND CONSIDERED THE PROVISIONS OF SECTIONS 13 THROUGH 20 HEREOF INCLUSIVE AND, HAVING DONE SO, AGREES THAT THE RESTRICTIONS SET FORTH IN SUCH SECTIONS ARE FAIR AND REASONABLE AND ARE REASONABLY REQUIRED FOR THE PROTECTION OF THE INTERESTS OF THE CORPORATION, AND ITS OFFICERS, DIRECTORS, STOCKHOLDERS AND EMPLOYEES. OPTIONEE FURTHER AGREES THAT ALL SUCH PROVISIONS ARE IN FURTHERANCE AND NOT IN LIMITATION OF ANY OTHER COVENANTS AND RESTRICTIONS APPLICABLE TO OPTIONEE.**

22. Forfeiture of Right to Exercise Option.

Any breach by Optionee of any of Optionee's representations, covenants or agreements in Sections 13 through 20 hereof inclusive shall result in the forfeiture, as of the date of such breach, of all rights to exercise the Option.

23. Optionee Bound by the Plan.

Optionee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

24. Modification of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto.

25. Severability.

Whenever possible, each provision in this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held by a court of competent jurisdiction to be prohibited by or invalid or unenforceable under applicable law, then (a) such provision shall be deemed amended to accomplish the objectives of the provision as originally written to the fullest extent permitted by law and (b) all other provisions of this Agreement shall remain in full force and effect.

26. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Maryland without giving effect to the conflicts of laws principles thereof.

27. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon any successor to the Company. This Agreement shall inure to the benefit of Optionee's legal representatives. All obligations imposed upon Optionee and all rights granted to the Company under this Agreement shall be final, binding and conclusive upon Optionee's heirs, executors, administrators and successors. As used in Sections 13 through 20 hereof inclusive and this Section 27, the term "Company" shall also include any corporation which is a parent or a subsidiary of the Company or any corporation or entity which is an affiliate of the Company by virtue of common (although not identical) ownership. Optionee hereby consents to the enforcement of any and all of the provisions of this Agreement by or for the benefit of the Company and any such other corporation or entity.

28. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee. Any determination made hereunder shall be final, binding and conclusive on Optionee and Company for all purposes.

29. Specific Performance.

Strict compliance by Optionee shall be required with each and every provision of this Agreement and particularly with the procedures set forth in Section 5 hereof. The parties hereto agree that the Shares are unique, that Optionee's failure to perform the obligations provided by this Agreement will result in irreparable damage to the Company and that specific performance of Optionee's obligations may be obtained by suit in equity.

30. Interpretation.

30.1. This Agreement, the Plan and the Stockholder's Agreement set forth all of the promises, agreements, conditions, understandings, warranties and representations between the parties hereto with respect to the Option and the Shares, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, between them with respect to the Option or the Shares other than as set forth herein and in the Plan, as amended. Any and all prior agreements between the parties hereto with respect to the Shares or the Option are hereby revoked. This Agreement, the Plan and the Stockholder's Agreement, are intended by the parties to be an integration of any and all prior agreements or understandings, oral or written, with respect to the Option and the Shares.

30.2. The captions herein are for reference purposes only and in no way define or limit the scope or content of this Agreement or in any way affect the interpretation of its provisions.

31. Notices.

Any and all notices provided for herein shall be sufficient if in writing and shall either be hand delivered, with receipt therefor, or sent by Federal Express or other nationally recognized courier, or by certified or registered mail, postage prepaid, return receipt requested, in the case of the Company, to its principal office, and, in the case of Optionee, to Optionee's address as shown on the Company's records. A notice that is sent by Federal Express or other nationally recognized courier or that is sent by certified or registered mail will be deemed given on the earlier of the date the notice is received by the addressee or three (3) business days after the date the notice is sent. Either party may change the address to which notices or other communications are to be delivered to them hereunder by giving written notice to the other party as provided in this paragraph.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, or caused this Agreement to be duly executed and delivered in their name and on their behalf, as of the day and year first above written.



**COMPANY:**

REXAHN CORPORATION, a Maryland corporation

By:

Name:

Title:

**OPTIONEE:**

Name:

**EXHIBIT A**

**NOTICE AND REQUEST OF EXERCISE  
OF  
OPTION TO PURCHASE  
SHARES OF STOCK  
OF  
REXAHN CORPORATION**

The undersigned Optionee of the Stock Option Plan (the "Plan") of Rexahn Corporation, a Maryland corporation (the "Company"), does by this notice request that the Company issue to the undersigned that number of Shares specified below at the price per Share specified below pursuant to the exercise of Optionee's Option under the Plan and the Stock Option Grant Agreement (the "Agreement") between the undersigned and the Company.

Simultaneously herewith, the undersigned delivers to the Company the purchase price for the Shares (i.e., that amount which is obtained by multiplying the number of the Shares in D below by the price specified), in cash or by good check, in accordance with Section 6 of the Agreement or as otherwise provided under the Plan.

The undersigned hereby represents and warrants that the undersigned has read and understands the Plan and the Agreement and the terms and conditions set forth therein under which the Shares are acquired, shall be held and may be disposed, and hereby ratifies and confirms such terms and conditions.

The undersigned hereby represents and warrants that the undersigned understands that the undersigned's rights with respect to the Shares being acquired pursuant to the exercise of the Option are restricted by the terms and conditions of a Stockholder's Agreement, and hereby ratifies and confirms such terms and conditions.

The undersigned hereby represents and warrants that the undersigned is acquiring the Shares for the undersigned's own account (and not on behalf of any other persons) and without any present view to making a public offering or distribution of same and without any present intention of selling same at any particular time or at any particular price or upon the occurrence of any particular event or circumstances (except as set forth in the Plan and the Agreement). The undersigned understands that restrictions on transfer of the Shares by virtue of securities laws may require that the undersigned hold the Shares for an indefinite period of time.

The undersigned acknowledges and understands that in connection with the acquisition of the Shares by the undersigned: (1) The Company has informed the undersigned that the Shares are not registered under the Securities Act of 1933, as amended (the "Act"), or the applicable state securities or Blue Sky law or laws and that the Shares may not be transferred or otherwise disposed of unless the Shares are subsequently registered under the Act and the applicable state securities or Blue Sky law or laws or an exemption from such registration requirements is available; (2) that the Shares have not been approved or disapproved by the Securities and Exchange Commission or any State securities commission or other regulatory authority, nor have any of such authorities passed upon or endorsed the merits of such Shares; (3) that the undersigned has had a reasonable opportunity to ask questions of the Company regarding restrictions on the transferability of the Shares and other matters relevant to the undersigned's purchase of the Shares; (4) the undersigned has been informed that a legend referring to the restrictions indicated herein on transferability and sale will be placed upon the certificate(s) evidencing the Shares, in addition to the legend referred to in the Agreement; (5) if the undersigned is required to file a Form 144 with the Securities and Exchange Commission in connection with sales of the Shares pursuant to Rule 144 under the Act, the undersigned will mail a copy of such Form to the Company at the same time and each time the undersigned mails a copy to the Securities and Exchange Commission; and (6) that the Company has made no representations or warranties to the undersigned of any kind whatsoever regarding the tax treatment of the Option and/or the Shares.

Dated: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Optionholder

RESIDENCE:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip Code

G. Date of Stock Option Grant Agreement: \_\_\_\_\_.

H. Number of Shares covered by Agreement: \_\_\_\_\_.

- I. Number of Shares which may be purchased at this time: \_\_\_\_\_.
- J. Number of Shares to be actually purchased at this time (must be 100 Shares or whole multiples thereof and cannot be greater than C): \_\_\_\_\_.
- K. Exercise price per Share: \$\_\_\_\_\_.
- L. Aggregate price to be paid for Shares actually purchased (D multiplied by E): \$\_\_\_\_\_.

Chadbourne & Parke LLP  
30 Rockefeller Plaza  
New York, NY 10112

October 28, 2005

Rexahn Pharmaceuticals, Inc.  
9620 Medical Center Drive  
Rockville, Maryland 20850

Re: Rexahn Pharmaceuticals, Inc. Common Stock Deliverable Upon Exercise of Options Granted under  
Rexahn Pharmaceuticals, Inc. Stock Option Plan

Ladies and Gentlemen:

In connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), by Rexahn Pharmaceuticals, Inc., a Delaware corporation (the "Company"), of 6,992,500 shares (the "Shares") of common stock, par value \$.0001 per share, of the Company that may be delivered from time to time upon exercise of the Options to purchase the Shares (the "Options") granted under the Rexahn Pharmaceuticals, Inc. Stock Option Plan, as amended (the "Plan"), and pursuant to the terms of the individual Stock Option Grant Agreements (the "Grant Agreements"), we advise as follows:

As counsel for the Company, we are familiar with the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of the Company, and we have reviewed (i) the Registration Statement on Form S-8 to be filed by the Company under the Securities Act with respect to the Shares to be delivered from time to time upon exercise of the Options (the "Registration Statement") and (ii) the corporate proceedings taken by the Company in connection with the authorization of the Shares to be delivered from time to time upon exercise of the Options. We have also examined originals, or copies certified or otherwise authenticated to our satisfaction, of such corporate records of the Company and such other instruments, certificates of public officials and representatives of the Company and other documents as we have deemed necessary as a basis for the opinion hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. As to questions of fact material to this opinion, we have, when relevant facts were not independently established, relied upon certificates of officers of the Company and appropriate public officials.

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On the basis of the foregoing, and having regard for such legal considerations as we deem relevant, we are of the opinion that when the Registration Statement becomes effective under the Securities Act, the Shares, when and if delivered upon exercise of the Options in accordance with the terms of the Plan and the Grant Agreements will, when so delivered, be legally issued, fully paid and nonassessable.

We express no opinion herein as to any laws other than the General Corporation Law of the State of Delaware (as well as the applicable provisions of the Delaware Constitution and applicable reported judicial decisions) and the federal laws of the United States.

We hereby consent to the filing of this opinion as an Exhibit to the Registration Statement. We also hereby consent to the reference to this firm under the caption "Legal Matters" in the Prospectus constituting a part of the Registration Statement.

Very truly yours,  
/s/ CHADBOURNE & PARKE LLP  
Chadbourne & Parke LLP

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement of Rexahn Pharmaceuticals, Inc. on Form S-8 of our report dated February 25, 2005 (which report expresses an unqualified opinion), relating to the financial statements and financial statement schedule of Rexahn Pharmaceuticals, Inc. (formerly Corporate Road Show.Com Inc.) included in the Annual Report on Form 10-KSB of Rexahn Pharmaceuticals, Inc. for the fiscal year ended December 31, 2004, and to the reference to us under the heading "Experts" in the prospectus, which is part of this Registration Statement.

/s/ Lazar, Levine & Felix, LLP

New York, New York  
October 26, 2005

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**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement of Rexahn Pharmaceuticals, Inc. on Form S-8 of our report dated February 25, 2005 (which report expresses an unqualified opinion), relating to the financial statements of Rexahn Corporation filed as Appendix D to Rexahn Pharmaceuticals Inc.'s (formerly Corporate Road Show.Com Inc.) Definitive Proxy Statement on Schedule 14A dated April 29, 2005, and to the reference to us under the heading "Experts" in the prospectus, which is part of this Registration Statement.

/s/ SF Partnership, LLP

Toronto, Canada  
October 28, 2005

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